

**INTERLOCAL AGREEMENT BETWEEN KING COUNTY FIRE PROTECTION
DISTRICT NO. 10 AND THE CITY OF ISSAQUAH REGARDING CONSTRUCTION OF
FIRE STATION**

THIS AGREEMENT is entered into by and between KING COUNTY FIRE PROTECTION DISTRICT NO. 10, King County, Washington ("District 10") and the CITY OF ISSAQUAH, Washington ("Issaquah"), each a Washington municipal corporation.

RECITALS

A. Issaquah owns a parcel located South of Maple Street and East of State Route 900, adjacent to the transit center.

B. District 10 and Issaquah are members of Eastside Fire & Rescue ("EF&R"). Among other things, the interlocal agreement for EF&R ("Interlocal Agreement") provides that all real property acquired separately by a member of EF&R shall be owned by that member, but that EF&R shall have access to and control over that real property. Consistent with this real property provision of the Interlocal Agreement, District 10 and Issaquah desire to provide for the ownership, design, planning, funding, construction, use, maintenance and operation of a fire station on the parcel in accordance with this Agreement.

C. Consistent with the Interlocal Agreement, the Parties also desire to provide for the transfer of assets resulting from annexations by Issaquah of District 10 territory.

AGREEMENT

The Parties agree as follows:

1. Property. Issaquah owns the real property located at [address]
1575 NW Maple Street Issaquah, Washington ("Property").
2. Design and Construction of Fire Station. The Parties, acting through their authorized representatives, shall jointly plan and design a fire station ("Station") on the Property. Issaquah shall execute all contracts for such planning and designing. Issaquah shall serve as the lead agency and owner for construction and inspection of the Station, including but not limited to preparation and issuance of the invitation to bid and plans and specifications, and award and execution of all contracts. At the request of Issaquah, the staff of EF&R shall assist Issaquah in overseeing the construction and inspection of the Station. The EF&R services shall be provided at no charge to the Parties, consistent with the general practice of EF&R.
3. Funding of Fire Station; Asset Transfer. The Parties agree that the total value of assets that District 10 must transfer to Issaquah as a result of annexations by

Issaquah of District 10 territory from 1999 to the effective date of this Agreement is \$1,000,000.00 ("Asset Transfer Funds"). The District shall contribute the Asset Transfer Funds toward the cost and expense of the Station. The Parties agree that the Asset Transfer Funds shall satisfy District 10's obligation to transfer assets to Issaquah as of the effective date of this Agreement, and shall satisfy all revenue and property tax transfers and payments between the Parties that are required by statute due to annexations of District 10 territory by Issaquah from 1999 to the effective date of this Agreement. In addition to the Asset Transfer Funds, District 10 shall contribute \$1,000,000.00 (for a total contribution of \$2,000,000.00) toward the cost and expense of the Station ("Station Contribution Funds"). The \$2,000,000.00 shall be paid to Issaquah in four equal installments of \$500,000.00 on July 1, 2009, November 1, 2009, May 1, 2010, and November 1, 2010. Issaquah shall contribute funds to pay for the remainder of the cost and expense of the Station. District 10's contribution toward the cost and expense of the Station shall not exceed \$2,000,000.00, even if the cost and expense of the Station exceeds the estimated cost or contract cost of the Station. If construction of the Station is not commenced by November 1, 2010, or is not completed within three years thereafter, Issaquah shall return to District 10 all Station Contribution Funds paid by District 10 to Issaquah, without interest.

4. Ownership and Use of Station--Interlocal Agreement. Issaquah shall own the Station and the Property ("Station Property"). For purposes of the Interlocal Agreement, the Station Property shall be the separate property of Issaquah. Consistent with and during the term of the Interlocal Agreement, and any renewals and extensions thereof, EF&R shall have exclusive access to and control over the Station Property. Upon termination of the Interlocal Agreement or withdrawal of Issaquah or District 10 from EF&R and the Interlocal Agreement, Issaquah shall continue to own the Station Property; provided, that District 10 shall have right and option to be served by Issaquah from each of the fire stations in existence on the effective date of this Agreement, and their replacements, and from the Station Property, and its replacement. The cost sharing for maintenance and operation of the Station Property and its replacement, and the existing fire stations and their replacements shall be pursuant to the formula used by EF&R to fund maintenance and operation of the stations immediately prior to such termination or withdrawal.

5. Term--Effective Date. This Agreement shall be effective on the date of execution of this Agreement by the second Party, and shall remain in full force and effect until terminated by agreement of both Parties or until terminated by one Party because construction of the Station is not commenced or not completed in accordance with Section 3 of this Agreement.

6. Governing Law and Venue. This Agreement has been executed under and shall be construed and enforced in accordance with the laws of the State of Washington. If there is any litigation or other proceeding to enforce or interpret any provisions within this Agreement, jurisdiction shall be in the courts of the State of Washington and venue shall be in King County, Washington.

7. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable as written, the parties intend and desire that such provision be enforceable to the full extent permitted by law, and that the invalidity or unenforceability of such provision shall not affect the validity or enforceability of the remainder of this Agreement,

8. Amendment. This Agreement may not be amended, modified, or changed, nor shall any provision hereof be deemed waived, except by an instrument in writing signed by Issaquah and District 10.

9. Counterparts. This Agreement may be signed in counterparts and, if so signed, shall be deemed one integrated agreement.

10. Successors and Assigns. All of the provisions, conditions, regulations and requirements contained in this Agreement shall be binding upon the successors and assigns of the parties.

11. Benefits. This Agreement is entered into for the benefit of the Parties to this Agreement only and shall confer no benefits, direct or implied, on any third persons.

12. Chapter 39.34 RCW. No separate legal entity is created pursuant to this Agreement. This Agreement shall be administered jointly by the legislative bodies of the Parties. Issaquah shall list this Agreement by subject on its website.

CITY OF ISSAQUAH

By: Ara Frisinger

Its: MAYOR

Dated: 7/21/09

**KING COUNTY FIRE DISTRICT
NO. 10**

By: Richard A. G...

Its: CHAIRMAN OF THE BOARD

Dated: 7/24/2009