



SEATTLE CITY COUNCIL

Legislative Summary

CB 118462

Record No.: CB 118462

Type: Ordinance (Ord)

Status: Passed

Version: 1

124826

In Control: City Clerk

File Created: 07/27/2015

Final Action: 08/11/2015

Title: AN ORDINANCE authorizing the Mayor to execute an Interlocal Agreement between the City of Seattle, Washington, and the North Highline Fire District that outlines the terms and conditions of payments to the North Highline Fire District to mitigate the financial impacts associated with the City of Seattle's annexation of the Duwamish Annexation Area.

Date

Notes:

Filed with City Clerk:

Mayor's Signature:

Sponsors: Burgess

Vetoed by Mayor:

Veto Overridden:

Veto Sustained:

Attachments:

Drafter: patrick.wigren@seattle.gov

Filing Requirements/Dept Action:

History of Legislative File

Legal Notice Published:

☐ Yes

☐ No

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Clerk	07/29/2015	sent for review	Council President's Office			
	Action Text: The Council Bill (CB) was sent for review. to the Council President's Office						
	Notes:						
1	Council President's Office	07/29/2015	sent for review	Education and Governance Committee			
	Action Text: The Council Bill (CB) was sent for review. to the Education and Governance Committee						
	Notes:						
1	Full Council	08/03/2015	referred	Education and Governance Committee			
	Action Text: The Council Bill (CB) was referred. to the Education and Governance Committee						
	Notes:						

- 1 Education and Governance Committee 08/05/2015 pass Pass
Action Text: The Committee recommends that Full Council pass the Council Bill (CB).
Notes:
In Favor: 3 Chair Burgess, Vice Chair Bagshaw, Member Okamoto
Opposed: 0
- 1 Full Council 08/10/2015 passed Pass
Action Text: The Council Bill (CB) was passed by the following vote and the President signed the Bill:
Notes:
In Favor: 8 Councilmember Bagshaw, Council President Burgess, Councilmember Godden, Councilmember Harrell, Councilmember Licata, Councilmember O'Brien, Councilmember Okamoto, Councilmember Sawant
Opposed: 0
- 1 City Clerk 08/10/2015 submitted for Mayor's signature Mayor
Action Text: The Council Bill (CB) was submitted for Mayor's signature. to the Mayor
Notes:
- 1 Mayor 08/11/2015 Signed
Action Text: The Council Bill (CB) was Signed.
Notes:
- 1 Mayor 08/11/2015 returned. City Clerk
Action Text: The Council Bill (CB) was returned. to the City Clerk
Notes:
- 1 City Clerk 08/11/2015 attested by City Clerk
Action Text: The Ordinance (Ord) was attested by City Clerk.
Notes:
-

CITY OF SEATTLE
ORDINANCE 124826
COUNCIL BILL 118462

AN ORDINANCE authorizing the Mayor to execute an Interlocal Agreement between the City of Seattle, Washington, and the North Highline Fire District that outlines the terms and conditions of payments to the North Highline Fire District to mitigate the financial impacts associated with the City of Seattle's annexation of the Duwamish Annexation Area.

WHEREAS, on February 10, 2014, the Seattle City Council adopted Resolution 31502 calling for the annexation, by election, of contiguous unincorporated territory referenced as the Duwamish Annexation Area; and

WHEREAS, the North Highline Fire District has the authority to collect property taxes and benefit charges on property in the Duwamish Annexation Area and the proposed annexation of the Duwamish Annexation Area, by The City of Seattle, would result in a loss of these revenues to the North Highline Fire District; and

WHEREAS, the resultant loss of revenue would impose a financial strain on the North Highline Fire District and require it to reduce the level of fire protection and emergency services to the North Highline Fire District's remaining service area; and

WHEREAS, The City of Seattle and North Highline Fire District have negotiated terms of an interlocal agreement to provide financial assistance to the North Highline Fire District to ensure that adequate resources are available to provide fire protection and emergency services to North Highline Fire District's remaining service area; and

WHEREAS, on June 15, 2015, the North Highline Fire District Board of Fire Commissioners passed a motion to accept the terms and conditions as presented in the "Framework for

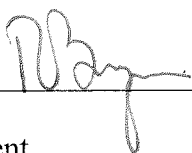
1 Interlocal Agreement between The City of Seattle and North Highline Fire District #11
2 for the Duwamish Annexation Area” dated June 8, 2015 and revised June 22, 2015; and
3 WHEREAS, The City of Seattle now desires to enter into an interlocal agreement with the North
4 Highline Fire District that establishes the terms of the agreed-upon mitigation to address
5 the financial impacts associated with Seattle’s annexation of the Duwamish Annexation
6 Area; NOW, THEREFORE,

7 **BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:**

8 Section 1. The Mayor or the Mayor’s designee is authorized to execute, for and on behalf
9 of The City of Seattle, an interlocal agreement with the North Highline Fire District entitled “An
10 Interlocal Agreement Between the City of Seattle, Washington and North Highline Fire District”
11 and substantially in the form attached hereto as attachment 1.
12

Section 2. This ordinance shall take effect and be in force 30 days after its approval by the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it shall take effect as provided by Seattle Municipal Code Section 1.04.020.

Passed by the City Council the 10th day of August, 2015, and signed by me in open session in authentication of its passage this 10th day of August, 2015.



President _____ of the City Council

Approved by me this 11th day of August, 2015.



Edward B. Murray, Mayor

Filed by me this 11th day of August, 2015.



Monica Martinez Simmons, City Clerk

(Seal)

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LEG NHFD Interlocal Agreement ORD
July 17, 2015
#D2

1 Attachment 1: An Interlocal Agreement between the City of Seattle, Washington and North
2 Highline Fire District

**AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF SEATTLE,
WASHINGTON AND NORTH HIGHLINE FIRE DISTRICT**

This Interlocal Agreement (“Agreement”) is made by and between the City of Seattle, Washington, a first-class city and municipal corporation of the State of Washington organized under the laws of the state of Washington (“the City”), and the North Highline Fire District, a municipal corporation organized under chapter 52.02 RCW and the laws of the state of Washington (the “Fire District”), collectively referred to as the “Parties,” pursuant to Chapter 39.34 RCW (Interlocal Cooperation Act).

RECITALS

WHEREAS, on February 10, 2014, the Seattle City Council adopted Resolution 31502 calling for the annexation, by election, of contiguous unincorporated territory referenced as the Duwamish Annexation Area, identified in Exhibit A; and

WHEREAS, the Fire District has the authority to collect property taxes and benefit charges on property in the Duwamish Annexation Area and the proposed annexation of the Duwamish Annexation Area, by the City, would result in a loss of these revenues to the Fire District; and

WHEREAS, the resultant loss of revenue to the Fire District would impose a financial strain on the Fire District and require it to reduce the level of fire protection and emergency response services to the Fire District’s remaining service area; and

WHEREAS, the City and Fire District have held negotiations in an effort to find a solution to mitigate the financial impact of the City’s proposed annexation of the Duwamish Annexation Area; and

WHEREAS, under the terms negotiated by the parties, the City will make semi-annual payments, up to a period not to exceed ten (10) years, to the Fire District to mitigate the loss of revenues associated with the annexation of the Duwamish Annexation Area; and

WHEREAS, the Fire District will use the revenue to maintain its fire protection and emergency response service levels in the Fire District’s remaining service area; and

WHEREAS, on June 15, 2015, the Fire District passed a motion to accept the terms and conditions as presented in the "Framework for Interlocal Agreement between the City of Seattle and the North Highline Fire District for the Duwamish Annexation Area," identified in Exhibit B; and

WHEREAS, the City and the Fire District desire to enter into this Agreement in order for the City to provide funding to mitigate the impact of revenues lost as a result of the annexation of the Duwamish Annexation Area and help the Fire District maintain its fire protection and emergency response service levels in its remaining service area after the effective date of the Duwamish Annexation Area by the City; and

WHEREAS, the City and the Fire District also desire to enter into this Agreement to establish other terms and conditions regarding representation in support of the City's annexation efforts before appropriate entities, employee transfer rights, assumption of liability, and transfer of assets; and

WHEREAS, the City and the Fire District are authorized under Chapter 39.34 RCW to enter into an interlocal agreement to carry out the terms and conditions of this agreement.

AGREEMENT

NOW THEREFORE, in consideration of mutual benefits to be derived, to coordinate their efforts, and to mitigate the financial impact associated with the annexation of the Duwamish Annexation Area, the City and Fire District enter into this agreement.

The purpose of this Agreement is to establish a mechanism to transfer specific revenues generated in the Duwamish Annexation Area, after an annexation by the City, to the Fire District in order to help the Fire District maintain its fire protection and emergency response service level in its remaining service area. In addition the Agreement establishes other terms and conditions regarding representation in support of the City's annexation efforts before appropriate entities, employee transfer rights, assumption of liability, and transfer of assets.

All Exhibits attached to this Agreement are incorporated into this Agreement.

I. OBLIGATIONS OF THE CITY

In the event of a successful annexation of the Duwamish Annexation Area by the City and after the effective date of the annexation established by resolution of the City, the following shall occur:

1. Payments to the Fire District. During the term of the Agreement, the City shall pay to the Fire District an amount equal to the lessor of: (a) the amount generated in the Duwamish Annexation Area that is based on the Fire District's combined property tax rate, as determined by the King County Assessor on an annual basis, plus the amount of the benefit charges authorized under Chapter 52.18 RCW; or (b) the amount generated in the Duwamish Annexation Area, after the effective date of the annexation, based on the City's regular property tax rate as determined by the King County Assessor on an annual basis. A provision for a credit against the amount due under this Section is provided in Section I (4) of this Agreement.

2. Term of the Payments to the Fire District. The City shall make payments to the Fire District starting after the effective date of the annexation of the Duwamish Annexation Area, as established by City resolution, for a period not to exceed the lessor of:

(a) A consecutive ten (10) year period after the effective date of the annexation of the Duwamish Annexation Area, as established by City resolution; or

(b) Upon the annexation of the remainder of the Fire District's service area by another local government; or

(c) Upon the annexation or assumption of the remainder of the Fire District's service area by another fire protection district.

3. Timing of Payments to the Fire District. The amount due from the City to the Fire District, as described in Section I (1) of this Agreement, shall be due and payable in two (2) equal payments on January 1st and July 1st of each calendar year beginning on the effective date of the annexation of the Duwamish Annexation Area.

4. Credit against amounts collected by the Fire District. There shall be credited against the amount paid by the City to the Fire District, under Section I (1) of this Agreement, the amount of North Highline Fire District property taxes and benefit charges that were levied and collected by King County and paid to the Fire District, on property located in the Duwamish Annexation Area for the tax year of the

effective date of the annexation of the Duwamish Annexation Area. Except in no event, shall such credit exceed the amount the City would be required to pay the Fire District under Section I (1) in the tax year of the effective date of the annexation. The Fire District shall provide the City with adequate documentation to establish the amount of the credit against the payment required under Section I (1) of this Agreement.

II. OBLIGATIONS OF THE FIRE DISTRICT

1. Support for the City's Duwamish Annexation Area Proposal. The Fire District shall support the City in its efforts to annex the Duwamish Annexation Area in any administrative hearings before the Washington State Boundary Review Board of King County and/or any other entity that has authority to approve or deny the proposed annexation of the Duwamish Annexation Area. This support shall include filing a written statement of support and may include verbal testimony or filing of declarations before appeal boards.

III. OBLIGATIONS OF BOTH PARTIES

In the event of a successful annexation of the Duwamish Annexation Area by the City and after the effective date of the annexation established by resolution, the Parties agree to the following:

1. Assumption of Fire District Liability. The City is not required to assume a proportionate share of any of the Fire District's outstanding liabilities associated with the annexation of the Duwamish Annexation Area. Provided, however, this provision shall not be construed to alter the responsibility of the properties in Duwamish Annexation Area to continue to pay their share of outstanding indebtedness as provided under RCW 35.13.249 and RCW 35.13.270(5).

2. Transfer of Fire District Assets. Despite the provisions of RCW 35.02.200, the Fire District is not required to make a payment in cash, properties or contracts for fire protection services to the City that is associated with the annexation of the Duwamish Annexation Area. If, prior to the City annexing the Fire District's service area, there is a merger between the Fire District and the Burien-Normandy Park Fire Department, the City will work with the appropriate entity to develop an equitable asset transfer taking into consideration the increase in assets and liabilities associated with the merger.

3. Transfer of Fire District Employees. In addition to the Fire District employee rights authorized in Chapter 35.13 RCW, the City shall consider the transfer of Fire District personnel classified as "Lieutenants" to City employment as "Lieutenants" in the Seattle Fire Department depending on: (i) the need for the position at the station; and (ii) qualifications of the individual. All Fire District fire protection personnel subject to loss of employment due to annexation may transfer into the City's civil service system under the provisions RCW 35.13.215 - .235.

IV. DURATION AND TERMINATION OF AGREEMENT

This Agreement shall become effective upon signatures of both parties and upon the effective date of the annexation as established by resolution by the City if the annexation is approved by the voters. This agreement shall not become effective if the annexation is not approved by the voters. The Agreement shall remain in full force and effect until the date of the payment of the last amount due to be paid under Section I (2) of this Agreement at which time this agreement terminates.

V. GENERAL TERMS

1. Dispute Resolution. If a dispute arises between the City and the Fire District concerning the performance of any provision of this Agreement or the interpretation thereof, and the City and the Fire District are unable to resolve their differences through informal discussions, the parties will endeavor to settle the dispute by mediation under such mediation rules as shall be agreeable to the parties. Such mediation will be non-binding but a condition precedent to having the dispute resolved pursuant to litigation.

In the event any action is brought to enforce any provisions of this Agreement, the parties agree to be subject to exclusive jurisdiction in King County Superior Court, and agree that in any such action venue shall lie exclusively in King County.

2. Relationship of Parties. The Parties to this Agreement are independent and nothing in this Agreement is intended to create a partnership, joint venture or other entity.

3. No Assignment. The terms, covenants and conditions set forth in this Agreement shall be deemed personal to the parties hereto and may not be assigned or transferred to any other person.

4. No Third-Party Beneficiaries. This Agreement is solely for the benefit of the parties hereto, and no third party shall be entitled to claim or enforce any rights hereunder except as specifically provided herein.

5. Severability. In the event any part of this Agreement is declared void or invalid, the remaining portions of this Agreement shall not be affected, but shall remain in full force and effect.

6. Modification. The obligations of the parties to this Agreement may not be modified, amended or waived except by written agreement executed by both parties.

7. Notices. All notices, demands or other communications required or permitted to be given pursuant to the provisions of this Agreement shall be in writing and shall be considered as properly given if delivered personally or sent by United States Postal Service first class or overnight express mail or by overnight commercial courier service, postage and other charges prepaid. Notices so sent shall be effective three days after mailing, if mailed by first class mail, and otherwise upon receipt at the address set forth below, *provided, however*, that non-receipt of any communication as the result of any change of address of which the sending party was not notified or as the result of a refusal to accept delivery shall be deemed receipt of such communication, if addressed as follows, or as later designated in writing:

City of Seattle
ATTN: Director, City Budget Office
600 Fourth Avenue
Post Office Box 94745
Seattle, Washington 98124-4745

North Highline Fire District
ATTN: Fire Chief
1243 SW 112th Street
Seattle, Washington 98146

8. Execution in Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same contract.

9. Entire Agreement. The parties hereto agree that this Agreement constitutes the only agreement between them with respect to financial mitigation in the event of annexation of the Duwamish

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LEG NHFD Interlocal Agreement Att 1
July 17, 2015
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Annexation Area by the City, and no oral representations or no prior written extrinsic to this instrument shall have any force or effect.

10. Administration. The Director of the Seattle City Budget Office is the administrator responsible for administering the tasks undertaken in accordance with this agreement. This agreement does not create any separate legal or administrative entity or a joint board.

11. Property Ownership. All property presently owned or hereafter acquired by either party to enable it to perform its obligations under this agreement shall remain the property of that party at the termination of this agreement. No property will be jointly owned as a result of this agreement.

12. Financing. The City and the Fire District shall each finance their own activities to fulfill their obligations under this agreement.

IN WITNESS WHEREOF, the parties have executed this agreement.

THE CITY OF SEATTLE

NORTH HIGHLINE FIRE DISTRICT

Edward B. Murray
Mayor of Seattle

Ray Austin
Chair, Board of Commissioners

Date: _____

Date: 7-22-15

According to City Council adoption of
Ordinance No. _____

According to Board of Commissioners
adoption of Motion dated 7-22-15

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Eric Rhoades
Assistant City Attorney

By: _____
Brian Snure
North Highline Fire District Attorney

This map, titled "Duwamish Annexation Area - Exhibit A", shows the geographical layout of the Duwamish River and the proposed annexation area. The Duwamish River flows from the top right towards the bottom left. The Duwamish Annexation Area is outlined in a thick black line, starting from the river near Tukwila, extending west through South Park, and then south through Glendale. The map includes labels for several cities: Seattle to the northwest, Tukwila to the northeast, and Glendale to the south. Major streets shown include S Holden St, S Ballard St, S Chicago St, S Kenyon St, S Monroe St, S Bluffview St, S Southern St, S 10th Ave, S 12th Ave, S 14th Ave, S 16th Ave, S 18th Ave, S 20th Ave, S 22nd Ave, S 24th Ave, S 26th Ave, S 28th Ave, S 30th Ave, S 32nd Ave, S 34th Ave, S 36th Ave, S 38th Ave, S 40th Ave, S 42nd Ave, S 44th Ave, S 46th Ave, S 48th Ave, S 50th Ave, S 52nd Ave, S 54th Ave, S 56th Ave, S 58th Ave, S 60th Ave, S 62nd Ave, S 64th Ave, S 66th Ave, S 68th Ave, S 70th Ave, S 72nd Ave, S 74th Ave, S 76th Ave, S 78th Ave, S 80th Ave, S 82nd Ave, S 84th Ave, S 86th Ave, S 88th Ave, S 90th Ave, S 92nd Ave, S 94th Ave, S 96th Ave, S 98th Ave, S 100th Ave, S 102nd Ave, S 104th Ave, S 106th Ave, S 108th Ave, S 110th Ave, S 112nd Ave, S 114th Ave, S 116th Ave, S 118th Ave, S 120th Ave, S 122nd Ave, S 124th Ave, S 126th Ave, S 128th Ave, S 130th Ave, S 132nd Ave, S 134th Ave, S 136th Ave, S 138th Ave, S 140th Ave, S 142nd Ave, S 144th Ave, S 146th Ave, S 148th Ave, S 150th 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Notes:



King County
GIS CENTER

Exhibit B

Framework For
Interlocal Agreement between City of Seattle and North Highline Fire
District #11 for the Duwamish Annexation Area
June 8, 2015

Agreement Section	Proposed Terms
1. Term	Agreement effective (term) for a period not to exceed the <u>lesser of</u>: • Ten (10) years after the effective date of the annexation; or • When the remainder of NHFD area is annexed by another local government (City); or • When the remainder of the NHFD area is annexed by another fire protection district.
2. District Representations	NHFD will support Seattle's proposed annexation of the area before the Washington State Boundary Review Board of King County and/or before any other entity that has authority to approve/delay the proposed annexation by filing a written statement in support of the proposed annexation.
3. Payment by City	Payment to the NHFD is based on the <u>following</u>: Payment during the Term of the agreement shall be the <u>lessor</u> of: • Combined amount generated in the area based on NHFD's property tax rate & benefit charges – to be documented annually; • or • Amount generated in the area based on Seattle's regular property tax rate per \$1,000 of assessed valuation as determined by the County Assessor on an annual basis.
4. Liability Assumption	City of Seattle will not assume any proportionate share of NHFD outstanding liability associated with the annexation of the Duwamish Annexation Area (e.g. LEOFF 1). This would not apply to the proportionate share of the annexed area property owners' outstanding bond indebtedness approved prior to the effective date of the annexation.

Agreement Section	Proposed Terms
5. Asset Transfer	• There will be <u>no</u> transfer of assets from NHFD (KCFD #11) to the city of Seattle under the proposed Duwamish Annexation. • If, prior to the Duwamish Annexation or prior to any future annexation by the city of Seattle of the North Highline Annexation Area (aka 'Area Y'), the NHFD (KCFD #11) merges with Burien-Normandy Park Fire Department (KCFD #2), Seattle will work with the appropriate entity to develop an equitable asset transfer taking into consideration the increase in assets/liabilities associated with the merger.
6. Employee Transfer	Seattle position is that Lieutenants would transfer as Lieutenants depending on (1) the need for the position at the station and (2) qualifications of the individual. All fire protection personnel subject to loss of employment due to annexation and needed to staff the fire station in the annexation area are offered employment and retain their seniority – employees not immediately needed are placed at the top of the city's hire list for a 36-month period (state law).

BILL SUMMARY & FISCAL NOTE

Department:	Contact Person/Phone:	Executive Contact/Phone:
Legislative Department	Brian Goodnight/4-5597	

1. BILL SUMMARY

Legislation Title: AN ORDINANCE authorizing the Mayor to execute an Interlocal Agreement between the City of Seattle, Washington, and the North Highline Fire District that outlines the terms and conditions of payments to the North Highline Fire District to mitigate the financial impacts associated with the City of Seattle's annexation of the Duwamish Annexation Area.

Summary and background of the Legislation: This legislation authorizes the execution of an interlocal agreement between the City of Seattle (City) and the North Highline Fire District (Fire District) that establishes terms and conditions for payments to the Fire District to mitigate the loss of property tax revenues associated with the City's annexation of the Duwamish Annexation Area.

On February 10, 2014, the Seattle City Council adopted Resolution 31502 calling for the annexation, by election, of contiguous unincorporated territory referenced as the Duwamish Annexation Area. In anticipation of a successful annexation, the City and the Fire District entered into negotiations to address the resultant loss of property tax revenues to the Fire District. It was determined that a successful annexation of the Duwamish Annexation Area would result in the loss of approximately \$170,000 in revenues (property tax and benefit charge) to the Fire District. This loss in revenues would require the Fire District to reduce staff that provides fire protection and emergency services to the Fire District's remaining service area. This would result in the Fire District unable to fully staff one of its three shifts and leaving the residents/businesses with inadequate fire protection and emergency response services during that period.

In order to maintain an appropriate level of fire protection and emergency response services in the Fire District's remaining service area, the City and Fire District negotiated an interlocal agreement that mitigates the financial impact of the City's annexation of the Duwamish Annexation Area. The City will provide an annual payment, up to a period not to exceed ten (10) years after the effective date of the annexation, solely from regular property tax revenues generated in the Duwamish Annexation Area to the Fire District to help cover the costs associated with maintain fire protection and emergency response services in the Fire District's remaining service area. In 2015, this was estimated at \$145,000.

The interlocal agreement outlines other terms and conditions associated with the City's annexation of the Duwamish Annexation Area.

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LEG NHFD Interlocal Agreement ORD
July 17, 2015
#D1

2. CAPITAL IMPROVEMENT PROGRAM

n/a **This legislation creates, funds, or amends a CIP Project.**

(If box is checked, please attach a new (if creating a project) or marked-up (if amending) CIP Page to the Council Bill. Please include the spending plan as part of the attached CIP Page.)

Project Name: Project I.D.: Project Location: Start Date: End Date: Total Cost:

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3. SUMMARY OF FINANCIAL IMPLICATIONS

Please check one:

XX **This legislation has direct financial implications.** (If the legislation has direct fiscal impacts

Note: The fiscal impact of this legislation does not occur until after the Seattle City Council adopts a Resolution establishing an effective date of the Duwamish Annexation Area. If passed by the voters in the affected area, it is expected to take effect in 2017 (outside the two-year range of this Fiscal Note). See "Other Implications" section for detailed discussion.

 This legislation does not have direct financial implications.

Budget program(s) affected:				
Estimated \$ Appropriation change:	General Fund \$		Other \$	
	2015	2016	2015	2016
Estimated \$ Revenue change:	Revenue to General Fund		Revenue to Other Funds	
	2015	2016	2015	2016
Positions affected:	No. of Positions		Total FTE Change	
	2015	2016	2015	2016
Other departments affected:				

3.a. Appropriations

 This legislation adds, changes, or deletes appropriations.

Fund Name and number	Dept	Budget Control Level Name/##	2015 Appropriation Change	2016 Estimated Appropriation Change
TOTAL				

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 LEG NHFD Interlocal Agreement ORD
 July 17, 2015
 #D1

Appropriations Notes:

3.b. Revenues/Reimbursements

☐ This legislation adds, changes, or deletes revenues or reimbursements.

Anticipated Revenue/Reimbursement Resulting from this Legislation:

Fund Name and Number	Dept	Revenue Source	2015 Revenue	2016 Estimated Revenue
TOTAL				

Revenue/Reimbursement Notes:

3.c. Positions

☐ This legislation adds, changes, or deletes positions.

(If this box is checked, please complete this section. If this box is not checked, please proceed to Other Implications)

Total Regular Positions Created, Modified, or Abrogated through this Legislation, Including FTE Impact:

Position # for Existing Positions	Position Title & Department*	Fund Name & #	Program & BCL	PT/FT	2015 Positions	2015 FTE	Does it sunset? (If yes, explain below in Position Notes)
TOTAL							

* List each position separately

Position Notes:

4. OTHER IMPLICATIONS

a) Does the legislation have indirect or long-term financial impacts to the City of Seattle that are not reflected in the above?

Yes. Under the terms of the interlocal agreement, the City of Seattle would make payments estimated at up to \$145,000 per year, not to exceed a ten (10) year period, to the North Highline Fire District on a semi-annual basis. The payments would begin on

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LEG NHFD Interlocal Agreement ORD
July 17, 2015
#D1

the “effective date of the annexation” which is estimated to be 2017. The payments are expected to reduce over the ten (10) year period as Seattle’s “regular” property tax rate drops in response to the state-mandated one percent (1%) limitation, with the exception of new construction, in revenue growth.

b) Is there financial cost or other impacts of not implementing the legislation?

If this legislation is not implemented, then the City of Seattle would not be able to provide resources to the North Highline Fire District after a successful annexation of the Duwamish Annexation Area. As a result, the North Highline Fire District would not have adequate resources to provide an adequate level of fire protection and emergency response services to the Fire District’s remaining service area.

c) Does this legislation affect any departments besides the originating department?

No.

d) Is a public hearing required for this legislation?

A public hearing is not required for approval of the interlocal agreement.

e) Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required for this legislation?

No.

f) Does this legislation affect a piece of property?

No.

g) Please describe any perceived implication for the principles of the Race and Social Justice Initiative. Does this legislation impact vulnerable or historically disadvantaged communities?

The financial resources provided as a result of the interlocal agreement will allow the North Highline Fire District to continue to provide an adequate level of fire protection and emergency response services to its remaining service area. The Fire District’s service area includes the White Center and Roxhill neighborhoods which are considered vulnerable and historically disadvantaged communities.

h) If this legislation includes a new initiative or a major programmatic expansion: What are the long-term and measurable goals of the program? Please describe how this legislation would help achieve the program’s desired goals.

N/A

bmg
LEG NHFD Interlocal Agreement ORD
July 17, 2015
#D1

i) Other Issues:

N/A

List attachments below:

STATE OF WASHINGTON -- KING COUNTY

--SS.

327873

No.

CITY OF SEATTLE, CLERKS OFFICE

Affidavit of Publication

The undersigned, on oath states that he is an authorized representative of The Daily Journal of Commerce, a daily newspaper, which newspaper is a legal newspaper of general circulation and it is now and has been for more than six months prior to the date of publication hereinafter referred to, published in the English language continuously as a daily newspaper in Seattle, King County, Washington, and it is now and during all of said time was printed in an office maintained at the aforesaid place of publication of this newspaper. The Daily Journal of Commerce was on the 12th day of June, 1941, approved as a legal newspaper by the Superior Court of King County.

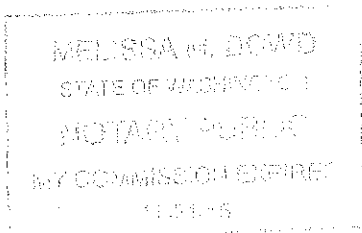
The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

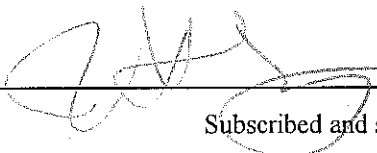
CT:124826-834 TITLE ONLY

was published on

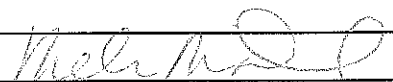
08/26/15

The amount of the fee charged for the foregoing publication is the sum of \$166.32 which amount has been paid in full.




Subscribed and sworn to before me on

08/26/2015


Notary public for the State of Washington,
residing in Seattle

Affidavit of Publication

State of Washington, King County

City of Seattle

The full text of the following legislation, passed by the City Council on August 10, 2015, and published below by title only, will be mailed upon request, or can be accessed at <http://clerk.seattle.gov>. For information on upcoming meetings of the Seattle City Council, please visit <http://www.seattle.gov/council/calendar>. Contact: Office of the City Clerk at (206) 684-8544.

Ordinance 124826

AN ORDINANCE authorizing the Mayor to execute an Interlocal Agreement between the City of Seattle, Washington, and the North Highline Fire District that outlines the terms and conditions of payments to the North Highline Fire District to mitigate the financial impacts associated with the City of Seattle's annexation of the Duwamish Annexation Area.

Ordinance 124827

AN ORDINANCE appropriating money to pay certain audited claims and ordering the payment thereof.

Ordinance 124828

AN ORDINANCE related to the Seattle Preschool Program; approving a Comprehensive Evaluation Strategy as required by Resolution 31527.

Ordinance 124829

AN ORDINANCE relating to gender identity and all-gender single-occupant restrooms in Seattle; amending the definition of "gender identity" in Sections 14.04.030, 14.06.020, 14.08.020, and 14.10.020 of the Seattle Municipal Code; amending the definition of "place of public accommodation" in Section 14.06.020 of the Seattle Municipal Code; amending Section 14.06.030 of the Seattle Municipal Code to clarify the right of individuals to use gender-specific facilities consistent with their gender identity; and adding a new Chapter 14.07 to the Seattle Municipal Code providing for all-gender restrooms in City-controlled buildings and places of public accommodation and prescribing enforcement procedures.

Ordinance 124830

AN ORDINANCE relating to the coordination of regional green business programs; authorizing the Directors of the Office of Economic Development, Seattle Public Utilities, and the Office of Sustainability and Environment, and the General Manager and Chief Executive Officer of the City Light Department, or their respective designees, to execute a memorandum of agreement between The City of Seattle, King County, by its Department of Natural Resources and Parks, the City of Bellevue, the City of Kirkland, Snohomish County, Puget Sound Energy, and Public Utility District No. 1 of Snohomish County, Washington to establish a regional green business program that coordinates and provides information about environmental sustainability services offered by all parties to the memorandum of agreement; authorizing the Director of the Office of Economic Development to accept funds under the memorandum of agreement, and appropriating and authorizing the disbursement of such funds in support of the regional green business program; increasing appropriations in the 2015 Adopted Budget for The City of Seattle's Office of Economic Development; and ratifying and confirming prior acts, all by a 3/4 vote of the City Council.

Ordinance 124831

AN ORDINANCE relating to the sale of City real property for residential development; authorizing the sale of the site located at 6th Avenue and Yesler Way to Stream Real Estate, LLC; authorizing the Director of Housing to execute, deliver, and administer the contract for sale of land, deed, and related documents; authorizing other actions related to the disposition and use of the property; and ratifying and confirming certain prior acts.

Ordinance 124832

AN ORDINANCE relating to the ground lease between The City of Seattle and Experience Music Project authorized under Ordinance 118336; authorizing the Seattle Center Director to execute a second amendment to the ground lease.

Ordinance 124833

AN ORDINANCE related to imposing a tax on engaging in the business of making retail sales of firearms and ammunition; amending Sections 5.30.010, 5.30.060, 5.55.010, 5.55.040, 5.55.060, 5.55.150, 5.55.165, 5.55.220, and 5.55.230 of the Seattle Municipal Code; and adding a new Chapter 5.50 to the Seattle Municipal Code.

Ordinance 124834

AN ORDINANCE requiring the reporting of lost and stolen firearms; and creating a new Chapter 10.78 of the Seattle Municipal Code.