

PREANNEXATION AGREEMENT

This Agreement is entered into between WALLA WALLA FIRE PROTECTION DISTRICT NO. 2, a municipal corporation, hereafter referred to as "District", and the CITY OF WAITSBURG, a municipal corporation, hereafter referred to as "City".

RECITALS

1. The District and the City currently each maintain and operate their own fire departments to provide fire protection, fire suppression and emergency medical services in their respective jurisdictions.
2. It is the intent of the parties to annex the City into the District and it is the purpose of this Agreement to establish the terms and conditions under which the annexation will be completed subject to the approval of the voters of each jurisdiction.

AGREEMENT

To carry out the purposes of this Agreement and in consideration of the benefits to be received by each party, it is agreed as follows:

I. Annexation Process:

1. **Pursuit of Annexation.** Pursuant to RCW 52.04.061 - .131, the parties agree to pursue annexation of the City to the District according to the terms and conditions set forth in this Agreement and any amendments thereto, subject to approval of such annexation by the voters of the City and District. The City adopted Ordinance 2015-1031 on June 17, 2015 stating its intent to annex into the District. The District adopted Resolution 2015-10 accepting the City's annexation request and calling for an election within the District.
2. **Notification of County Council - Election.** Each Party shall adopt a Resolution calling for an election to be held on November 3, 2015 Such Resolutions must be filed with the Walla Walla County Auditor on or before August 3, 2015
3. **Costs.** The parties agree to pay the costs associated with the conduct of the election in their jurisdictions regardless of the outcome of the election.
4. **Cooperation as to Other Matters.** The parties agree to cooperate as to any other matters necessary to effectuate the annexation of the City to the District.

In the event the voters of the City and District approve the annexation the Parties further agree as follows:

II. Post Annexation Services:

5. **Annexation Effective Date.** The Annexation Effective Date shall be the date the annexation elections have been certified by the Walla Walla County Auditor as having

been approved by a majority of the voters. The District will not levy its regular tax levies until 2016 for collection in 2017. In recognition of this delay, the Parties agree as follows:

6. **Fire Protection and Emergency Medical Services.** On the Effective Date, the City will become part of the District and the District shall be solely responsible for the provision of fire protection, fire suppression and emergency medical services to all properties and persons presently within or annexed to the City. The District will furnish such services on a generally uniform basis throughout the District. The District further agrees to furnish fire protection and emergency medical services to all City owned or leased real and personal properties in the same manner in which such services are provided to other properties and persons in the District but the District assumes no liability for failure to do so by reason of any circumstances beyond its control.
7. **Payment for Services.** In exchange for the services provided by the District from the Effective Date through December 31, 2016 the City shall pay the District the sum of \$25,000 for services in 2016. The payment provided in this paragraph to be made by the City shall be made on or before May 31, 2016.
8. **Building Inspection and Code Enforcement.** It is acknowledged by the parties that the City's annexation into the District creates no duty on the part of the District to provide building inspection or code enforcement services that might be required under the Uniform Fire Code or any ordinance of the City. The City code enforcement official shall work cooperatively with the District Fire Chief to establish a process for the parties to work jointly to address code violations identified during District safety and preplanning activities. The City and the District may enter into a separate agreement to address the District's role in building inspections and code enforcement.
9. **City Water and Hydrant System.** The City agrees to work within its budgetary limitations to maintain the water and hydrant system and to improve fire flow within the City.

III. Property Transfers:

10. **Real Property.** Over time the City of Waitsburg has acquired certain real property and equipment (identified in **Exhibit A**) with taxpayer dollars and has put that property to use for fire suppression purposes. To avoid taxing the people of Waitsburg for purchase of the property again by the District, in consideration of the District's agreement to maintain said property and use said property to continue to benefit the City of Waitsburg and its citizens in the provision of fire suppression services, and for those other reasons stated in Resolution 2015-650 (passed by the City Council on August 19, 2015), the City agrees to transfer ownership of said property to the District within 30 days of the effective date of this Agreement. The City agrees to prepare the necessary quit claim deed to transfer the property, but the District agrees to pay the costs of recording the same, including any administrative fees or excises taxes to be paid (as applicable). Should the City later withdraw from the District consistent with

the provisions of Chapter 52.04 RCW, the parties agree that the City will have the option of demanding the return of said property to the City at the price paid by the District for said property. In that case, the District will prepare any necessary quit claim deed to transfer the property, and the City will pay the costs of recording the same, including any administrative fees or excises taxes to be paid (as applicable).

11. Personal Property. Over time the City of Waitsburg has acquired certain personal property and equipment (identified in **Exhibit B**) with taxpayer dollars and has put that property to use for fire suppression purposes. To avoid taxing the people of Waitsburg for purchase of the property again by the District, in consideration of the District's agreement to maintain said property and use said property to continue to benefit the City of Waitsburg and its citizens in the provision of fire suppression services, and for those other reasons stated in Resolution 2015-650 (passed by the City Council on August 19, 2015), the City agrees to transfer ownership of said property to the District within 30 days of the effective date of this Agreement. However, should the City later withdraw from the District consistent with the provisions of Chapter 52.04 RCW, the parties agree that the City will have the option of demanding the return of said property to the City at the price paid by the District for said property.

12. Maintenance and Operation of Real and Personal Property. The District shall be solely responsible for maintaining, operating and replacing all property owned by the District.

IV. Personnel:

13. Volunteer Firefighters. All volunteer firefighters presently maintained or employed by the City are currently also District volunteers. On the Effective Date all payments to such volunteers as reimbursement for expenses incurred after the Effective Date shall be paid by the District.

V. City Services to District:

14. Services: In consideration of the District providing fire protection and emergency medical services to City owned and leased properties, the City agrees to provide the following services to the District at no additional cost to the District for so long as the District provides fire protection and emergency medical services to the City owned and leased properties:

14.1. Hydrant Maintenance. The City agrees that it will remain responsible to provide hydrant testing, maintenance, weeding and upgrades as necessary.

14.2. Notification. The City agrees to notify the District by telephone and in writing in the event the City shall make any changes in the road or street network within the City, shall temporarily or permanently close any road or street to vehicular traffic or shall become aware of any changes or interruptions in the water service to any area within the City.

VI. General Provisions:

- 15. Tax Collections.** The City shall continue to levy, collect and remit taxes within the corporate limits of the City until the District has legal authority to do so.
- 16. Liability.** Each of the parties shall, at all times, be solely responsible for the acts or the failure to act of its personnel that occur or arise in any way out of the performance of this contract by its personnel only and to save and hold the other party and its personnel and officials harmless from all costs, expenses, losses and damages, including cost of defense, incurred as a result of any acts or omissions of the party's personnel relating to the performance of this contract.
- 17. Service Limitation.** The District makes no guarantee or assurance of providing responses within any specific period of time or of the number and types of equipment and number of personnel that will respond at any particular emergency. The duty of the District to provide emergency services under the provisions of this Agreement is a duty owed to the public generally and by entering into this Agreement the District does not incur a special duty to the City.
- 18. Notices.** All notices, requests, demands and other communications required by this Agreement shall be in writing and, except as expressly provided elsewhere in this Agreement, shall be deemed to have been given at the time of delivery if personally delivered or at the time of mailing if mailed by first class, postage pre-paid and addressed to the party at its address as stated in this Agreement or at such address as any party may designate at any time in writing.
- 19. Modification.** This Agreement represents the entire Agreement between the parties. No change, termination or attempted waiver of any of the provisions of this Agreement shall be binding on either of the parties unless executed in writing by authorized representatives of each of the parties. The Agreement shall not be modified, supplemented or otherwise affected by the course of dealing between the parties.
- 20. 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.
- 21. Effective Date and Termination.** This Agreement shall be effective on January 1, 2016 and shall remain in effect until December 31, 2016 or until such time as the voters do not approve the Annexation. Provided, however, if the Annexation becomes effective the provisions of Article V relating to the City's provision of services in consideration of the District's provision of services to City owned and leased facilities shall continue in force as provided in Article V.
- 22. Survival.** The respective rights and obligations of the parties in the following paragraphs shall survive termination or expiration of this agreement: Section III (Property Transfers); and paragraph 16 (Liability).
- 23. Obligations Contingent.** The obligations of the parties under this Agreement are expressly contingent upon receipt of a favorable vote on annexation at the November 2015 election or such other date as the matter may be placed before the electorate.

Except as otherwise expressly provided in this Agreement, in the event that the proposition is submitted and does not receive the favorable vote in both the District and the City that is required for annexation, this Agreement shall terminate.

Dated: _____

Dated: _____

WALLA WALLA COUNTY FIRE
PROTECTION DISTRICT NO. 2

CITY OF WAITSBURG

By: _____
Chairperson

By: _____
Mayor

Attest:

By: _____
Commissioner

By: _____
City Clerk

Approved as to Form

By: _____
Commissioner

By: _____
City Attorney

By: _____
Commissioner

By: _____
Commissioner

By: _____
Commissioner

By: _____
Secretary

Exhibit A

Fire Department Building and land under it.
Land under the Fire District Building
Engine 4211
Engine 4212

Exhibit B

Equipment on Engine 4211

- 1 Extension Ladder
- 1 Roof Ladder
- 1 Folding Ladder
- 1 Ground Monitor
- 1 Hydrant Wrench
- 1 2.5 Gate Valve
- 1 Hydrant to 5" Stortz
- 1 Hydrant to 4" Stortz
- 1 Halogen Work Light
- 2 Streamlight Flashlight
- 2 Pick Headed Axe
- 1 Pike Pole
- 1 Trash Hook
- 1 2.5"x1.5" Gated Wye
- 1 Set of Stacker Tips
- 4 Hose Wrenches
- 2 1.5" Nozzle
- 2 2.5" Nozzle
- 1 Tait TM-8250 Radio
- 200' 1": Booster Line
- 400' 1.5" Hose
- 650' 2.5" Hose
- 500' 5: LDH Hose
- 12' 4" Hard Suction Hose
- 4 SCBA
- 10 SCBA Bottles

Equipment on 4212

- 1 Extension Ladder
- 1 Roof Ladder
- 1 Folding Ladder
- 1 Blitz Monitor
- 4 Hydrant Wrenches
- 1 2.5 Gate Valve
- 1 Hydrant to 5" Stortz
- 4000 Watt Coleman Generator
- 1 Halogen Work Light
- 2 Streamlight Flashlight
- 2 Pick Headed Axe
- 2 Pike Poles
- 2 5" Stortz to 4" Stortz Adapter
- 1 2.5'x1.5': Gated Wye
- 1 Set of Stacker Tips
- 10 Hose Wrenches
- 2 1.5" Task Force Tips Nozzle
- 1 Halligan Tool
- 1 Tait TM-8250 Radio
- 200' 1" Booster Line
- 600' 1.5" Hose
- 500' 2.5" Hose
- 1000' 4" LDH Hose
- 20' 5" Hard Suction Hose
- 4 SCBA
- 3

Cascade System 1

2.5" Hose 1000ft

1.5" Hose 600ft

Foam Eductor System 1

1934 Chevy Pumper interest to be released to the firefighters Assoc

City Fire Departments interest in Drager Quaestor5000 SN:ARDJ0016

City Fire Departments interest in JAWS