

INTERLOCAL AGREEMENT

PRE-ANNEXATION

This Pre-Annexation Agreement (“Agreement”) is entered into by and between King County Fire District 40, a fire protection district and Washington State municipal corporation (“District”) and the Renton Regional Fire Authority, a regional protection service authority and Washington State municipal corporation (“RRFA”), collectively the “Parties,” pertaining to assets transferred and retained subsequent to the April 2025 annexation vote, in which the registered voters of the District elected to annex the District into the RRFA for purposes related to fire protection and emergency medical services.

Recitals

Whereas, on April 22, 2025, the voters of the District, at a special election, approved the annexation of the District into the RRFA for fire protection and emergency-medical purposes; and

Whereas, the annexation shall be effective July 1, 2025 (“Effective Date”); and

Now, therefore, pursuant to RCW 39.34, and in consideration of the terms and conditions set forth herein, the Parties agree as follows:

- 1. Services.** Prior to the Effective Date (and thereafter), the RRFA shall be solely responsible for the provision of fire protection, fire suppression, and emergency medical services within the boundaries of the District and shall provide a generally uniform level of service throughout the entire service area of the RRFA, in accordance with the Interlocal Agreement for Consolidation of Services “ILA” between the Parties. In no event shall the RRFA generally provide a lesser level of service within the District's boundaries than outside such boundaries. Pursuant to the RRFA Plan Amendment Section 6 (B)(3), the ILA shall terminate upon the Effective Date.
- 2. Transfer and Retention of Assets.** In accordance with the RRFA Plan Amendment Section 6 (B) (1), the Parties shall effectuate transfer of the assets listed in Exhibit A hereto to the RRFA no later than June 1, 2025—one month prior to the Effective Date—hereinafter the “Transfer Date.” The District shall transfer all present contracts and future tax and benefit charge funds to the RRFA.
- 3. LEOFF I Liability.** The Parties agree that any outstanding LEOFF I liabilities of the District shall be transferred to the RRFA.
- 4. Outstanding Debts and Liabilities.** The District covenants that it is not aware of any outstanding debts or liabilities beyond those set forth at Section 3 above.

5. **Availability of Records.** The District agrees to cooperate with the RRFA in transferring all records and assets in the District's possession and control.
6. **Administrative Services.** Prior to the Effective Date, the RRFA agrees to assume all administrative services otherwise performed by the District prior to annexation including but not limited to payroll administration, public relations and communication, information technology, Board secretarial services, except that responding to records requests shall remain the responsibility of the District prior to the Transfer Date.
7. **Notices.** Any notices to be given under this Agreement shall be delivered in person or mailed to the Parties at the following addresses:

To the District: 14810 SE Petrovitsky Rd; Renton, WA 98058; Attn: Board Chair

To the RRFA: 18002 108th Ave S.E.; Renton, WA 98055; Attn: Fire Chief

10. Integrated Agreement. This agreement constitutes the entire agreement between the Parties regarding the subject matter hereof and may be modified only by a written instrument signed by all Parties hereto.

11. Severability. If any section, sentence, clause, or paragraph of this Agreement is held to be invalid by any court of competent jurisdiction, the remainder of this Agreement shall not be affected and shall remain in full force and effect.

12. Venue/Prevailing Party. If either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this agreement, the Parties agree that such actions shall be filed in King County Superior Court.

13. Third Party Rights. Nothing contained in this Agreement shall be interpreted to create third party rights in any person or entity not a party hereto.

14. Effective Date. This Agreement shall become effective upon approval and execution by both Parties.

15. Authority. The Signatories hereto covenant that they have been delegated full authority to execute this Agreement by their respective governing bodies.

16. RCW 39.34.030 Provisions. No separate agency is created by this Agreement. Other than that set forth herein, no property shall be exchanged between the Parties. The RRFA Fire Chief and Chair of the District Board of Fire Commissioners shall administer this Agreement. This Agreement shall be listed by subject on the RRFA's website.

For the District:

Steven W Parsons
Steven W Parsons (May 22, 2025 21:05 PDT)
Steve Parsons, Board Chair

For the RRFA:

Steven C Heitman
Steven C Heitman (May 12, 2025 13:26 PDT)
Steven C. Heitman, Fire Chief

EXHIBIT A (DISTRICT ASSETS TRANSFERRED)

Asset	Address/VIN/Identifier	Value/Amount
Station 17 ¹	14810 SE Petrovitsky Rd, Renton WA 98058; Parcel 3523059040	\$852,600 (per King County Parcel Viewer)
Expense Fund	Fund # 100400010	\$972,013.72 (as of 2/28/2025) ²
Cap. Equip. Rep. Fund	Fund # 100403010	\$4,930,187.28 (as of 2/28/2025)
Engine #F441	VIN: 4P1BAAFF7NA024070	\$919,931.00 (per RRFA Fleet Manager)
Aid # 440	VIN: 1FDUF4HN0NEC49475	\$327,600.00

¹ Transfer of Station 17 shall be by quit-claim deed pursuant to RCW 64.04.050.

² This amount may be impacted by any funds due the RRFA pursuant to the ILA, and may be impacted due to the receipt of property taxes and benefit charges.












KCFD 40 Pre-Annexation Agreement

Final Audit Report


2025-05-23

Created:	2025-05-12
By:	Christine Noddings (Cnoddings@rentonrfa.org)
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-  Document created by Christine Noddings (Cnoddings@rentonrfa.org)
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-  Document emailed to steve.heitman@rentonrfa.org for signature
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-  Document emailed to sparsons@fd40.com for signature
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-  Signer steve.heitman@rentonrfa.org entered name at signing as Steven C Heitman
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-  Document e-signed by Steven C Heitman (steve.heitman@rentonrfa.org)
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-  Email viewed by sparsons@fd40.com
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-  Email viewed by sparsons@fd40.com
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-  Signer sparsons@fd40.com entered name at signing as Steven W Parsons
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 Document e-signed by Steven W Parsons (sparsons@fd40.com)

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 Agreement completed.

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