

May 22, 1991  
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INTRODUCED BY: KENT PULLEN  
PROPOSED NO. : 91 - 475

MOTION NO. 8364

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2  
3 A MOTION authorizing the executive to execute an  
4 agreement with the City of Enumclaw to reimburse  
5 the city for undertaking eminent domain proceedings  
6 for the condemnation and acquisition of properties  
7 necessary for the Enumclaw Transfer/Recycling  
8 Station project.

9 WHEREAS, the city of Enumclaw and King County have entered into an  
10 agreement to site a solid waste transfer facility in the Enumclaw service  
11 area to replace service currently provided by the Enumclaw Landfill; and

12 WHEREAS, the necessity of siting a solid waste transfer facility in the  
13 Enumclaw service area has been established in the County Solid Waste  
14 Management Plan and Enumclaw Community Plan; and

15 WHEREAS, a site selection process to identify the most desirable site  
16 has been undertaken by the county and the city; and

17 WHEREAS, public hearings and public meetings have been conducted  
18 throughout the site selection process; and

19 WHEREAS, the county has requested the assistance of the city in the  
20 acquisition of properties lying within the city necessary for the  
21 Enumclaw Transfer/Recycling Station project; and

22 WHEREAS, the city has adopted Ordinance No. 1710 authorizing an eminent  
23 domain proceeding under RCW Chapter 8.12 to authorize a petition for  
24 condemnation of properties necessary for the project; and

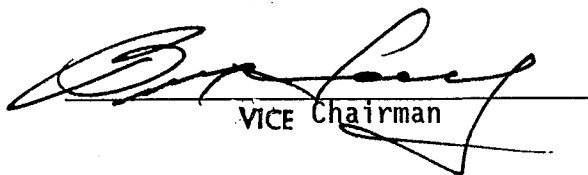
25 WHEREAS, the creation of a solid waste transfer/recycling station is  
26 necessary for the public health, safety and welfare, and in the best  
27 interest of the citizens of the city and county;  
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1 NOW, THEREFORE, BE IT MOVED by the Council of King County:

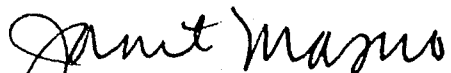
2 The King County executive is authorized to execute the agreement  
3 between King County and the city of Enumclaw concerning reimbursement  
4 for costs incurred by the city related to the eminent domain proceeding  
5 for the condemnation and acquisition of properties necessary for the  
6 Enumclaw Transfer/Recycling Station project, attached as Exhibit A.

7 PASSED this 12<sup>th</sup> day of August, 1991.

8 KING COUNTY COUNCIL  
9 KING COUNTY, WASHINGTON

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11 VICE Chairman

12 ATTEST:

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14 DEPUTY Clerk of the Council

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**INTERGOVERNMENT AGREEMENT**  
**BETWEEN**  
**CITY OF ENUMCLAW AND KING COUNTY**  
**FOR**  
**CONDEMNATION OF ENUMCLAW TRANSFER/RECYCLING STATION SITE**

THIS AGREEMENT made and entered into this \_\_\_\_ day of May, 1991 between the City of Enumclaw, a municipal corporation organized under the Optional Municipal Code, located in King County, Washington ("Enumclaw") and King County, a political subdivision, of the State of Washington ("King County").

WHEREAS, King County intends to close the Enumclaw Landfill (the "Landfill") in the immediate future, and

WHEREAS, King County requires the acquisition and construction of a transfer/recycling station site (the "Station") for the purpose of accommodating the residents of the Enumclaw area for solid waste and recycling disposal, and

WHEREAS, in selecting an appropriate site for the Enumclaw Station (the "Site"), King County has completed the processes required under the State Environmental Policy Act ("SEPA"), the ordinances of the City of Enumclaw, and has received the appropriate designated classification for land use, and

WHEREAS, King County must acquire the designated Site, and

WHEREAS, the designated Site is located within the jurisdictional limits of Enumclaw, and

WHEREAS, King County has requested the assistance of Enumclaw in the acquisition of the Site, including the exercise of Enumclaw's power of eminent domain, and

WHEREAS, Enumclaw agrees to transfer the site to King County by statutory warranty deed, and

WHEREAS, King County agrees to pay all actual costs involved in the condemnation and acquisition of the Site incurred by Enumclaw, and

WHEREAS, Enumclaw agrees to assist King County in the condemnation and acquisition of the Site to facilitate Enumclaw's ability to handle solid waste and recycling upon the closure of the Landfill.

NOW, THEREFORE, BASED UPON MUTUAL COVENANTS TO BE DERIVED, THE PARTIES AGREE AS FOLLOWS:

1. DUTIES OF ENUMCLAW: Enumclaw shall undertake eminent domain proceedings for the condemnation and acquisition of the Site, legally described in Exhibit A which is incorporated herein as though set forth in full. Enumclaw shall pay all fees and actual costs related to the condemnation and acquisition of the Site and it shall timely seek reimbursement of all fees and actual costs from King County by submitting an invoice to King County. In the event that

Enumclaw prefers to obtain prepayment of funds to secure reimbursement for expenses it incurs in the condemnation and acquisition of the Site, Enumclaw shall notify King County in writing not less than ten (10) days prior to the date upon which Enumclaw requires the funds. Enumclaw shall submit to King County, at King County's request, all relevant documents pertaining to the fees and actual costs for which Enumclaw is seeking prepayment or reimbursement.

2. DUTIES OF KING COUNTY: King County shall pay to Enumclaw within thirty (30) days of receipt, those invoices of Enumclaw which shall include all actual costs and fees paid by Enumclaw incurred in the eminent domain process including, but not limited to, appraisal costs, court costs, attorney's fees, discovery costs, filing fees, service of process fees, land acquisition costs, closing costs, title insurance fees, taxes, and recording fees. King County shall prepay to Enumclaw, within ten (10) days of Enumclaw's written request, any funds related to the condemnation and acquisition of the Site. King County may request documentation of any fee or actual cost for which Enumclaw is seeking prepayment or reimbursement.

3. TRANSFER OF TITLE: Upon final acquisition of the Site by Enumclaw, Enumclaw shall transfer title to the Site to King County by quit claim deed.

4. ATTORNEY'S FEES: Enumclaw agrees to bill King County for attorney's fees incurred by Enumclaw related to the condemnation and acquisition of the Site at the current rate existing in its retainer agreement with Michael J. Reynolds.

5. LEGAL DEFENSE: Enumclaw agrees to undertake, defend and diligently prosecute all legal actions associated with the condemnation and acquisition proceedings related to the Site. Enumclaw further agrees to take all steps necessary to complete the condemnation process.

6. PROPERTY ACQUISITION: The parties agree to consult regarding the amount of compensation to be paid for the Site. King County shall have final approval of the amount of compensation paid for the Site. Enumclaw agrees not to enter into any settlement or other agreements related to the Site until such agreement has been approved by King County.

7. INDEMNIFICATION AND HOLD HARMLESS:

A. King County shall indemnify and hold harmless Enumclaw and its officers, agents, and employees, or any of them, from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, which are caused by or result from a negligent act or omission of King County, its officers, agents, and employees in performing services pursuant to this Agreement.

B. Enumclaw shall indemnify and hold harmless King County and its officers, agents, and employees, or any of them, from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, which are caused by or result from a negligent act or omission of Enumclaw, its

officers, agents, and employees in performing services pursuant to this Agreement.

8. ENTIRE AGREEMENT: The parties acknowledge that this Agreement is the complete expression of the terms mutually agreed to by the parties and any oral representations or understandings not incorporated herein are excluded. This Agreement may be modified by the mutual written consent of the parties. In the event this Agreement is modified, an addendum shall be attached to this Agreement setting forth the new or additional provisions.

DATED the date and year first written above.

APPROVED by the City Council, City of Enumclaw on the \_\_\_\_ day of May, 1991.

\_\_\_\_\_  
KEITH BLACKBURN  
Mayor, City of Enumclaw

ATTESTED:

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LOIS PARKER  
City Clerk, City of Enumclaw

APPROVED AS TO FORM:

\_\_\_\_\_  
MICHAEL J. REYNOLDS  
City Attorney, City of Enumclaw

APPROVED by King County on the \_\_\_\_ day of May, 1991.

\_\_\_\_\_  
TIM HILL  
King County Executive

APPROVED AS TO FORM:

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Kathryn A. Killinger  
Deputy Prosecuting Attorney

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