

**Attachment 5**  
**Completed Interlocal Agreement**

When recorded return to:  
City of Olympia  
PO Box 1967  
Olympia, WA 98507-1967

20706

**INTERLOCAL AGREEMENT  
BETWEEN  
THE CITY OF OLYMPIA, THURSTON COUNTY, AND FIRE DISTRICT #9  
FOR  
ANNEXATION OF CERTAIN LANDS IN THE OLYMPIA URBAN GROWTH AREA  
TO THE CITY OF OLYMPIA**

**Whereas**, RCW 35A.14.480 permits annexation by agreement of a fire district, city and county;

**Whereas**, pursuant to RCW 35A.14.480, an interlocal agreement is required that meets the requirements of the statute;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the City of Olympia (OLYMPIA) and Thurston County (County) and Fire District #9 agree as follows:

**I. Purpose/Objective**

The purpose of this Agreement is to address certain issues pertaining to annexation including those identified at RCW 35A.14.480.

The areas proposed for annexation are attached Exhibit A.

**II. Definitions**

In this Agreement, the following words shall have the meanings set forth below:

No special definitions are warranted for this agreement.

**III. Scope of Agreement**

**(A) Transfer of revenues and assets between the fire protection district and the code city.**

Due to the small size of the annexation area, no assets need to be transferred between the Fire District and the County.

(B) Consideration and discussion of the impact to the level of service of annexation on the unincorporated area, and an agreement that the impact on the ability of fire protection and emergency medical services within the incorporated area must not be negatively impacted at least through the budget cycle in which the annexation occurs.

Since Olympia Fire Department already provides primary fire service to the area proposed to be annexed, there is no expected impact to levels of fire service.

(C) A discussion with fire protection districts regarding the division of assets and its impact to citizens inside and outside the newly annexed area.

The areas proposed to be annexed are already primarily served by Olympia Fire Department. Annexation would simply make it more clear that Olympia is responsible to provide fire service.

(D) Community involvement, including an agreed upon schedule of public meetings in the area or areas proposed for annexation.

The City of Olympia will host one public informational meeting on this proposal prior to a final decision by the City Council.

The public meeting will occur at an agreed upon date and time between the City of Olympia, Thurston County and Fire District #9 within the general timeframe of Summer 2013.

(E) Revenue sharing, if any.

No provisions for revenue sharing are applicable to this annexation.

(F) Debt distribution;

No provisions for debt distribution are applicable to this annexation. Continuation and/or assumption of indebtedness by property owners for existing bonds is addressed in Section III(M) of this agreement.

(G) Capital facilities obligations of the code city, county, and fire protection districts.

The City of Olympia will assume responsibility for maintenance of roads and streetlights following annexation.

(H) An overall schedule or plan on the timing of any annexations covered under this agreement.

The parties intend to complete the annexations before August 31, 2013. However, due to unforeseen circumstances, the annexation may take longer than that.

(I) A description of which of the annexing code cities' development regulations will apply and be enforced in the area.

The City's development regulations apply and immediately upon the effective date of the annexation ordinance.

(J) Roads and traffic impact mitigation.

Upon annexation, the road maintenance responsibilities shall become the City's. If the County holds any SEPA fees, a portion of which applies to projects within the annexation area, the County will notify the City of such funds.

(K) Surface and storm water management.

Upon annexation, the surface and stormwater maintenance responsibilities shall become the City's.

(L) Coordination and timing of comprehensive plan and development regulation updates.

Comprehensive plan and development regulation updates will continue to be through the joint planning process between the City and County.

(M) Outstanding bonds and special or improvement district assessments;

Property owners will be obligated to pay the existing excess levy for Fire District #09 of \$.3406 per \$1000 of assessed value until the bond is retired. In addition, annexed properties will assume the City's bond indebtedness of \$.2420 per \$1000 of assessed value.

(N) Annexation procedures.

The method for this annexation is prescribed under RCW 35A.14.480, "Annexation of territory served by fire districts – interlocal agreement process."

(O) Distribution of debt and revenue sharing for annexation proposals, code enforcement, and inspection services;

Debt and revenue sharing do not apply to this annexation. Upon annexation, code enforcement shall become the responsibility of the City.

(P) Financial and administrative services; and

Any financial and administrative services that may be necessary for the subject area will be the responsibility of the City following annexation.

(Q) Consultation with other service providers, including water-sewer districts, if applicable.

There are no known water-sewer districts in the areas proposed for annexation.

**V. Entire Agreement**

This Agreement sets forth all terms and conditions agreed upon by the parties and may be amended only in writing.

**VI. Interpretation and Venue**

This Agreement shall be governed by the laws of the State of Washington as to interpretation and performance. The parties hereby agree that venue for enforcement of this agreement shall be the Superior Court of Thurston County.

**VII. Effective Date**

This Agreement shall take effect on the date of the last authorizing signature affixed hereto.

**VIII. Term.**

The term of this agreement shall be in perpetuity.

**IX. General Provisions.**

This agree does not create a separate legal entity. There shall be no jointly acquired real or personal property.

**XI. Joint Board**

This Agreement creates no Joint Board and no separate legal entity.

**XII. Recording**

Prior to its entry into force, this Agreement shall be filed with the Thurston County Auditor's Office or posted upon the websites or other electronically retrievable public source as required by RCW 39.34.040.

**XIII. Agreement Administrators and Notice**

Any notice required under this Agreement shall be to the Agreement Administrator designated below at the address listed below and shall become effective three days following the date of deposit in the United States Postal Service.

City of Olympia Agreement Administrator:

City Manager, Steve Hall  
Re: Annexation Interlocal  
PO Box 1967  
Olympia, WA 98507-1967

With a copy to:

Attn: City Attorney  
Re: Annexation Interlocal  
PO Box 1967  
Olympia, WA 98507

Thurston County Agreement Administrator:

County Manager, Don Krupp  
Re: Annexation Interlocal  
Thurston County Courthouse, Building One, Room 269  
2000 Lakeridge Drive SW, Olympia, WA 98502-1045

Fire District #09 Agreement Administrator:

Attn: Fire Chief  
Re: Annexation Interlocal  
125 Delphi Road  
Olympia, WA

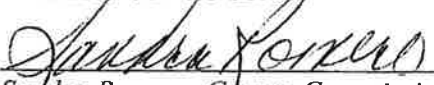
**CITY OF OLYMPIA**

  
\_\_\_\_\_  
Mayor

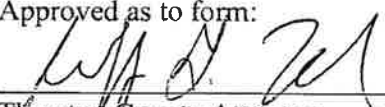
Date: 8/28/13

Approved as to form:  
Darren Nienaber DCA  
City Attorney

**THURSTON COUNTY**

  
\_\_\_\_\_  
Sandra Romero, County Commissioner

Date: July 30, 2013

Approved as to form:  
  
\_\_\_\_\_  
Thurston County Attorney

**FIRE DISTRICT #09**

  
\_\_\_\_\_  
Steve North, Fire Chief

Date: 8/8/2013

Approved as to form:  
  
\_\_\_\_\_  
Fire District #09 Attorney

Date: August 15, 2013  
Project: Cooper Point Annexation

**EXHIBIT "A"**  
**CITY OF OLYMPIA COOPER POINT ANNEXATION AREA**

Cooper Point Annexation Area, situated in the South Half of the Southwest Quarter of Section 9, Township 18 North, Range 2 West, Willamette Meridian, Thurston County, Washington, said Annexation Area is contained and bounded within the following described area:

**BEGINNING** at the intersection of south right-of-way of 14<sup>th</sup> Avenue NW (Walnut Road) and the west right-of-way of Cooper Point Road NW;

Thence southerly along the west right-of-way of said Cooper Point Road to the intersection with the South line of the Dickerson Donation Land Claim Number 48;

Thence westerly along said South line to the intersection with the Easterly line of Parcel "L" as shown on Record of Survey recorded under Auditor's File Number 9404210359;

Thence northerly and westerly tracing said Parcel "L" to the intersection with the south right-of-way of said 14<sup>th</sup> Avenue NW;

Thence easterly along the south right-of-way of said 14<sup>th</sup> Avenue NW to the **POINT OF BEGINNING**.

Said Annexation Area contains 19.2 acres more or less.

