

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

**INTERLOCAL AGREEMENT
AMONG
THE CITY OF OLYMPIA, THURSTON COUNTY, AND LACEY FIRE THREE
FOR
ANNEXATION OF CERTAIN LANDS IN THE OLYMPIA URBAN GROWTH AREA
TO THE CITY OF OLYMPIA**

I. Agreement

This Interlocal Agreement for Annexation of Certain Lands in the City of Olympia Urban Growth Area to the City of Olympia (“Agreement”) is among the City of Olympia (“Olympia”), Thurston County (“County”) and Fire Protection District No. 3, Thurston County (Lacey Fire Three, or “District”). Olympia, County and District are each a “Party” and collectively the “Parties to this Agreement. The Parties’ agree as follows:

II. Recitals

RCW 35A.14.480 permits annexation by interlocal agreement of a fire district, city and county. The purpose of this Agreement is to address certain issues pertaining to annexation including those identified at RCW 35A.14.480. The area proposed for annexation is shown in Agreement Exhibit A (the “Annexation Area”).

III. Definitions

Capitalized terms shall have the meaning set forth in this Agreement. Other terms shall have their ordinary meaning as read in the context of the Agreement.

IV. 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 (real property, equipment or other personal property) need to be transferred between the Fire District and Olympia.

- (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.

Olympia Fire Department already provides primary fire service to the Annexation Area. 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 Annexation Area is already primarily served by Olympia Fire Department. Annexation would simply make 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. Public hearing on the ordinance.

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

The public meeting will be conducted by Olympia, County and District on March 10, 2014.

Olympia will hold a public hearing on March 18, 2014.

If for some unforeseen reason the dates set forth in this section become unfeasible, the Agreement Administrators set forth in section XI of this agreement are authorized to set new dates.

- (E) Revenue sharing, if any.

Except as otherwise set forth in this Agreement, there are no provisions for revenue sharing applicable to this annexation. The Parties agree that the District's 2014 property tax revenues from the Annexation Area are to be paid to District. In the event of mistake or inadvertence, the City shall pay within thirty (30) days to District an amount equivalent to the amount of 2014 property tax revenues not paid to District. Olympia and District shall by separate agreement address Olympia payment to District arising out of Olympia property within District

- (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 IV(M) of this Agreement.

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

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 April 30, 2014. However, due to unforeseen circumstances, the annexation may take longer.

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

Olympia's development regulations shall apply immediately upon the effective date of the annexation ordinance.

(J) Roads and traffic impact mitigation.

Upon annexation, Olympia is responsible for road maintenance in the Annexation Area. If the County holds any SEPA fees, a portion of which applies to projects within the Annexation Area, the County will notify Olympia of such funds.

(K) Surface and storm water management.

Upon annexation, Olympia is responsible for surface and stormwater maintenance in Annexation Area.

(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 Olympia and County.

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

Property within Annexation Area remains obligated to pay the existing excess levy for District until the bond(s) is/are retired, or as otherwise provided by law.

(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, Olympia is responsible for code enforcement in the Annexation Area.

- (P) Financial and administrative services; and

Upon annexation, Olympia is responsible for any financial and administrative services that may be necessary for the Annexation Area.

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

There are no known water-sewer districts in the Annexation Area.

IV. Entire Agreement

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

V. 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.

VI. Effective Date

This Agreement shall take effect on the date of the last authorizing signature affixed hereto (the "Effective Date").

VII. Term.

This Agreement shall remain in force and effect until its terms are satisfied, but no later than twenty (20) years after the Effective Date.

VIII. General Provisions.

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

IX. Joint Board

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

X. 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.

XI. 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, Cliff Moore
Re: Annexation Interlocal
Thurston County Courthouse, Building One, Room 269
2000 Lakeridge Drive SW
Olympia, WA 98502-1045

Lacey Fire Three Agreement Administrator:

Attn: Steve Brooks, Fire Chief
Re: Annexation Interlocal
1231 Franz St SE
~~Olympia, WA 98503-2412~~

5/11
Lacey

CITY OF OLYMPIA

Stephen Buxbaum, Mayor

Date: _____

Approved as to form:

Darren Nienaber DCA
City Attorney

THURSTON COUNTY

Cliff Moore
Cliff Moore, County Manager

Date: 2/19/14

Approved as to form:

[Signature]
Thurston County Prosecuting Attorney's Office

LACEY FIRE DISTRICT THREE

[Signature]
Steve Brooks, Fire Chief

Date: 2/20/2014

Approved as to form:

Lacey Fire District Three Attorney

Date: January 27, 2014
Project: I-5 Corridor Annexation
Sheet: 1 of 3

EXHIBIT "A"
CITY OF OLYMPIA I-5 CORRIDOR ANNEXATION AREA

I-5 Corridor Annexation Area, situated in the North Half of the Northeast Quarter of Section 24, the East Half of the Southwest Quarter of Section 13, Township 18 North, Range 2 West, Willamette Meridian, the South Half of Section 18, the North Half of Section 19, Township 18 North, Range 1 West, Willamette Meridian, Thurston County, Washington, said Annexation Area is contained and bounded within the following described area:

Commencing at the Section corner common to said Sections 13,24,18, and 19; thence North along the common North-South Section line of said Sections 13 and 18 to the South Right-of-Way of Interstate 5 being the **POINT OF BEGINNING**;

Thence continuing North along said common North-South Section line to the Centerline of Pacific Avenue;

Thence Northwesterly along said centerline to the intersection with the extension of the Easterly boundary line of Fir Grove Business Park BSP, Volume 1, Page 27, Thurston County records;

Thence South along said boundary line to the Southeasterly corner of same;

Thence West along said BSP South line to the East line of Lot 10 of said BSP;

Thence South along said East Lot line to the Southeasterly corner of said Lot 10;

Thence West along the South line of said BSP to the centerline of Boulevard Road;

Thence South along said Boulevard Road centerline to the intersection with the extended North boundary line of Short Plat 03-0206-OL, AFN 3645356, Thurston County records;

Thence East along said Short Plats North boundary line to the Northeasterly corner of same;

Thence South along the Easterly line of said Short Plat to the centerline of 7th Avenue;

Thence East along said 7th Avenue centerline to the intersection with the extended East Right-of-Way of Chambers Street;

Thence South along said Chambers Street Right-of-Way to the Northerly Right-of-Way of Interstate 5;

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Thence Southwesterly along said Interstate 5 Right-of-Way to the intersection with the North Right-of-Way of Union Avenue;

Thence West along said North Right-of-Way of Union Avenue extending to the East Right-of-Way of Fairview Street;

Thence South along said East Right-of-Way of Fairview Street to the intersection with the extended South Right-of-Way of 15th Avenue (Dayton Street);

Thence East along said South Right-of-Way of 15th Avenue to the intersection with the extended West Right-of-Way of Boulevard Road;

Thence Northerly along Boulevard Road to the intersection with the North Right-of-Way of 12th Avenue;

Thence East along said North Right-of-Way of 12th Avenue to the intersection with the West boundary of Creekwood PRD, Volume 24, Page 76, AFN 9004190053, Thurston County records;

Thence tracing along said Creekwood PRD exterior boundary in a clockwise direction to the intersection with the South line of the North Half of the Northwest Quarter of Section 19;

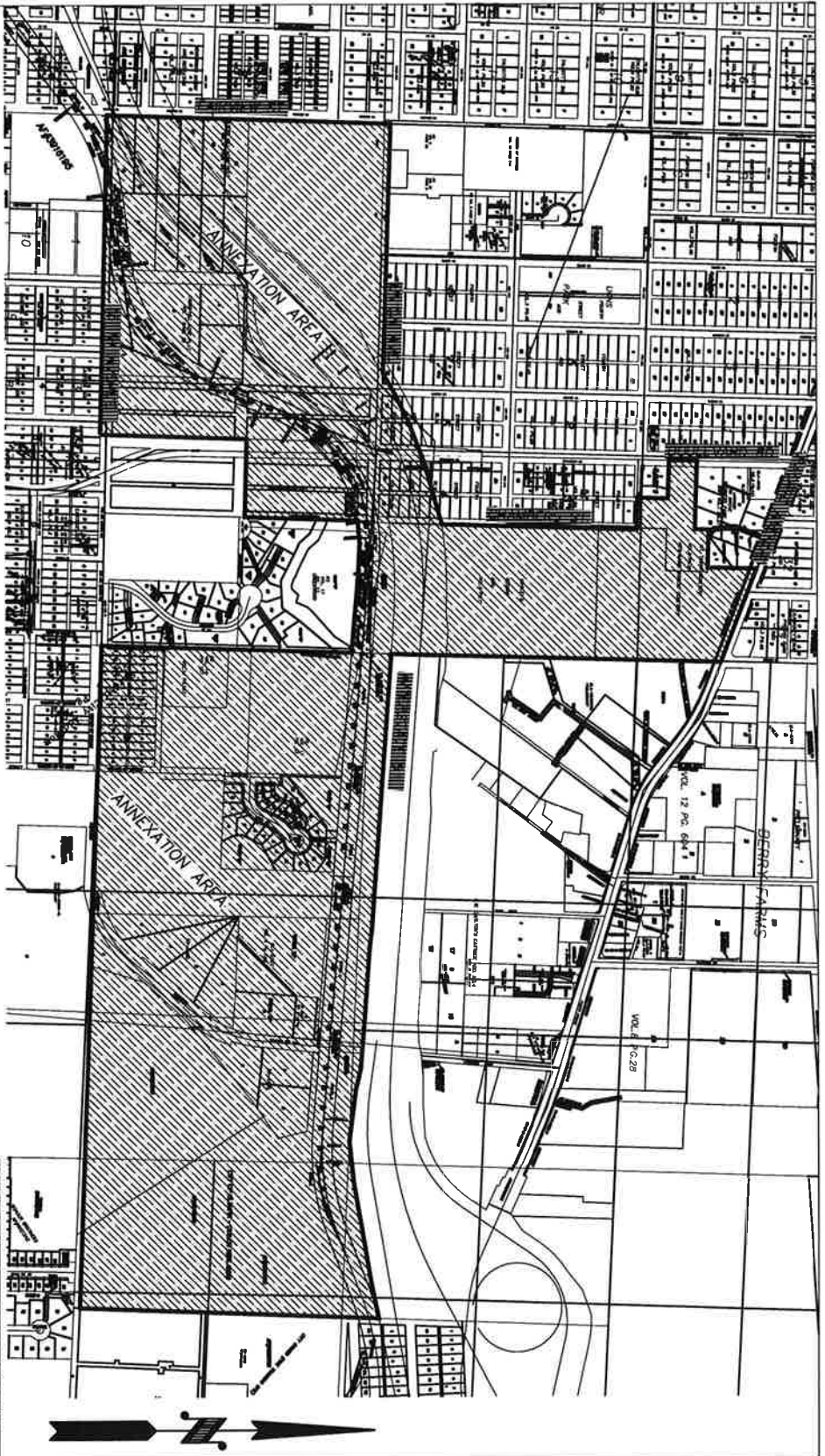
Thence East along said South line of the North Half of the Northwest Quarter and the South line of the North Half of the Northwest Quarter of the Northeast Quarter to the Southeast corner of the R.J. Smith Donation Land Claim (DLC) No. 42;

Thence North along the East line of said DLC No. 42 and extension thereof to the South Right-of-Way of Interstate 5;

Thence tracing along said South Right-of-Way of Interstate 5 to the **POINT OF BEGINNING**.

Said Annexation Area contains 193 acres more or less.





NOTE: This sketch was prepared to assist with the interpretation of the attached legal description. If conflicts arise between the written legal description and this sketch, the written legal description shall prevail.

PROJECT NO.		CITY OF OLYMPIA	
DRAWN BAM		EXHIBIT "A"	
CP&D Annexation		INTERSTATE 5 CORRIDOR	
DATE		ANNEXATION AREA	
QC REVIEW LC	1/2014	DRAWING NAME	
SCALE 1"=800'		SHEET 3 OF 3	