

**ANNEXATION AGREEMENT BETWEEN
THE CITY OF TACOMA
and
PIERCE COUNTY**

THIS INTERLOCAL AGREEMENT, hereinafter referred to as the “Agreement,” is entered into under the authority of Chapter 39.34 RCW and RCW 35.13.470 and 35.13.480 as of the effective Date (defined in Section 4.13 below) by and between the City of Tacoma, a Washington municipal corporation (hereinafter referred to as the “City”), and Pierce County, a Washington municipal corporation (hereinafter referred to as the “County”), subject to the terms and conditions set forth herein.

RECITALS

WHEREAS, the County designated an Urban Growth Area for the City as required by the Growth Management Act (GMA), codified as RCW 36.70A; and

WHEREAS, RCW 36.70A.110(7) states, “An urban growth area designated in accordance with this section may include within its boundaries...potential annexation areas designated for specific cities or towns within the county.”; and

WHEREAS, the City is a first-class charter city incorporated under RCW 35 and has authority under RCW 35.13 to annex property within its Urban Growth Area; and

WHEREAS, RCW 35.13.470 allows the City and the County to enter into an Interlocal Agreement to annex an unincorporated territory when at least sixty percent (60%) of the boundary of the area to be annexed are contiguous to the corporate boundary of the City and the area is within the City’s Urban Growth Area designated under RCW 36.70A.110; and

WHEREAS, the Manitou Potential Annexation Area (hereinafter referred to as “PAA”) is within the City’s Potential Annexation Areas and Urban Growth Areas as designated in the *One Tacoma Comprehensive Plan* pursuant to RCW 36.70A.110, and more than sixty percent (60%) of its boundary is contiguous with the City’s boundary; and

WHEREAS, the City desires to annex the Manitou PAA into the City utilizing the annexation method provided in RCW 35.13.470 and 35.13.480. The PAA is depicted with an area map and a list of parcels, for illustration purposes, on Attachments A and B, respectively, attached hereto; and

WHEREAS, the Pierce County Council passed Resolution Number R2018-97 on September 4, 2018 and the Tacoma City Council passed Resolution Number 40150 on October 30, 2018, directing the respective County and City staff to negotiate an Interlocal Agreement to annex the PAA subject to this Agreement as required by RCW 35.13.470(1); and

WHEREAS, annexation of the PAA subject to this Agreement is exempt from compliance with the requirements of the State Environmental Policy Act pursuant to RCW 43.21C.222; and

WHEREAS, the Annexation ordinance provided for in RCW 35.13.470 is subject to referendum within forty-five (45) days after adoption; and

WHEREAS, after the expiration of the forty-fifth day from, but excluding the date of, adoption of the annexation ordinance, if no timely and sufficient referendum petition has been filed, the area annexed shall become a part of the City of Tacoma; and

WHEREAS, the City and County have published notice of adoption of this Agreement as required by RCW 35.13.470(3); and

WHEREAS, the City will publish notice of the proposed effective date of the annexation, together with a description of the property to be annexed, as required by RCW 35.13.470(4); and

WHEREAS, the Tacoma City Council has enacted Resolution Number [####] on [date], authorizing the City Manager to enter into this Agreement; and

WHEREAS, the Pierce County Council has enacted Ordinance Number [####] on [date], authorizing the County Executive to enter into this Agreement; and

WHEREAS, the Tacoma City Council held a public hearing pursuant to RCW 35.13.470(3) on [date], and the Pierce County Council held a public hearing on [date]; and

WHEREAS, the Tacoma City Council found that the proposed annexation is consistent with the City of Tacoma's *One Tacoma Comprehensive Plan*; and

NOW, THEREFORE, in consideration of the foregoing, the parties hereto agree as follows:

AGREEMENT

SECTION 1. ANNEXATION AREAS

1.1 Annexation. The County and City agree that the Manitou PAA identified in this Section shall be annexed into the City following the adopting of an ordinance by the City providing for such annexation pursuant to RCW 35.13.470. The annexation date fixed by ordinance shall not be fewer than forty-five (45) days from the date of adoption of the ordinance pursuant to RCW 35.13.470(4).

1.2 The Manitou PAA is legally defined as:

That portion of the east half of the northeast quarter of Section 26, Township 20 North, Range 02 East, Willamette Meridian, more particularly described as follows:

Lying north of the south margin of 70th Street West as dedicated by the plat of Manitou acre tracts, according to plat recorded in Book 10 of Plats at page 96, records of the Pierce County Auditor, and lying east of the west margin of Lakewood Drive West (also known as 54th Avenue Southwest and Hannah Pierce County Road) according to deed to Pierce County recorded under Auditor's fee No. 2451560, records of Pierce County Auditor, and lying south of the south margin of South 64th Street per deed to Pierce County recorded under Auditor's fee No. 421700, records of Pierce County Auditor, and quit claim deed to Pierce County recorded under Auditor's fee No. 8505280134.

Situate in the County of Pierce, State of Washington.

SECTION 2. GOVERNMENTAL SERVICES

2.1 Transition of Governmental Services. The transition of governmental services is provided for in the *Annexation Memorandum of Understanding* ("MOU") as set forth in Exhibit B to Pierce County Ordinance No. [#####].

SECTION 3. TERM

3.1 Duration. This Agreement shall remain in effect for five (5) years after the Annexation date unless terminated earlier in accordance with Section 3.2.

3.2 Termination.

3.2.1 Either party may terminate the Agreement upon ninety (90) days' advance written notice to the other party. Notwithstanding the expiration or earlier termination of the Agreement, the County and City shall remain responsible for fulfilling any outstanding obligations under this Agreement that were incurred prior to the date on which the Agreement expired or terminated.

3.2.2 This Agreement shall be terminated immediately if a referendum petition is filed within the allotted time period and the resulting annexation vote defeats the proposed annexation(s).

SECTION 4. GENERAL PROVISIONS

4.1 Notices, Demands, and Communications. Formal notices, demands, and communications between the City and the County shall be sufficient if given and shall not be deemed given unless dispatched by certified mail, postage prepaid, returned receipt requested, or delivered personally, to the principal offices of the City and the County as follows:

City:
Office of the City Manager
Tacoma Municipal Building
747 Market Street, Room 1200
Tacoma, WA 98402

County:
Office of the Pierce County Executive
County-City Building
930 Tacoma Avenue South, Room 737
Tacoma, WA 98402

Director:
Pierce County Planning and Public Works
Public Services Building
2401 South 35th Street, Room 175
Tacoma WA 98409

4.2 Indemnification and Defense.

4.2.1 The City agrees to defend, indemnify, and save harmless the County, its appointed and elected officers, and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees, and costs by reason of any and all claims and demands upon the County, its elected or appointed officials, or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons, and for damages to property including loss of use thereof, when such injury to persons or damage to property is due to the negligence of the City, its subcontractors, its successor or assigns, or its agent, servants, or employees.

4.2.2 The County agrees to defend, indemnify and save harmless the City, its appointed and elected officers, and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees, and costs by reason of any and all claims and demands upon the City, its elected or appointed officials, or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons, and for damages to property including loss of use thereof, when such injury to persons or damage to property is due to the negligence of the County, its subcontractors, its successor or assigns, or its agent, servants, or employees.

4.2.3 Should Pierce County be determined liable for said damages caused by or resulting from the concurrent negligence of the County and the City, the City shall indemnify Pierce County only to the extent of the City's negligence, and Pierce County shall indemnify the City only to the extent of Pierce County's negligence.

4.2.4 In the event that one party defends the other, the defending party shall have the sole right to select legal counsel to defend against the claim, demand, or cause of action. In the event that defense is undertaken, the defending party shall be empowered to settle or compromise the claim, demand, or cause of

action, and the defended party shall not interfere therewith, provided that if the defending party settles a claim, demand, or cause of action against the other party without that party's consent, the non-consenting party shall not be liable for any settlement or fees.

4.3 Amendments. This Agreement may be amended or modified in accordance with applicable laws, rules, or regulations, and upon mutual consent of the parties; such mutual consent of the Parties shall be evidenced by a written amendment signed by the parties.

4.4 Rights Reserved. Nothing in this Agreement is intended to waive or limit the rights of the parties to require mitigation for any impact as allowed by federal, state, or local laws and ordinances including but not limited to environmental impacts governed by Chapter 43.21C RCW or mitigation fees governed by RCW 82.02.050.

4.5 Title of Parts and Sections. Any titles of the parts, sections, or subsections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any part of its provisions.

4.6 Applicable Law. This Agreement shall be interpreted under and pursuant to the laws of the State of Washington.

4.7 Severability. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall continue in full force and effect unless the rights and obligations of the Parties have been materially altered or abridged by such invalidation, voiding, or unenforceability.

4.8 Legal Actions. In the event any legal action is commenced to interpret or to enforce the terms of this Agreement, or to collect damages as a result of any breach of the Agreement, the party prevailing in any such action shall be entitled to recover against the party not prevailing all reasonable attorneys' fees and costs incurred in the action.

4.9 Joint Board. This Interlocal Agreement does not establish or create a separate legal administrative entity, joint board, or joint budget authority to accomplish the purposes of the Agreement.

4.10 Recordation. Within ten (10) days after the effective date of this Agreement, the Clerk of the County Council shall have this Agreement recorded with the County Auditor/Recorder of Pierce County. In the alternative, the parties may mutually agree to post this Agreement electronically on their websites.

4.11 Execution of Other Documentation. The City and the County agree to execute any further documentation that may be necessary to carry out the intent and obligations under this Agreement.

4.12 Complete Understanding of the Parties. This Agreement is executed in two (2) duplicate originals, each of which is deemed to be an original. This Agreement consists of [# of pages] (XX) pages and constitutes the entire understanding and agreement of the Parties.

4.13 Effective Date. The Effective Date of this Agreement shall be the date upon which the Agreement is approved by official action of the legislative bodies of each of the Parties, and the MOU is signed by the duly authorized representative of each of the Parties.

CITY OF TACOMA

PIERCE COUNTY

Elizabeth Pauli
City Manager

Bruce F. Dammeier
Pierce County Executive

By direction of the Tacoma City Council

in Open Public Meeting on _____

Dated: _____

Dated: _____

Authenticated by:

Attested by:

Tacoma City Clerk

Pierce County Council Clerk

Approved as to Form:

Approved as to Form:

City of Tacoma Attorney

Pierce County Attorney

Attachment "B"

Manitou Potential Annexation Area - Parcel Listing

<u>No.</u>	<u>Tax Parcel Number</u>	<u>Site Address</u>
1	0220261005	6413 53RD AV W
2	0220261007	6509 LAKEWOOD DR W
3	0220261016	6407 52ND AV W
4	0220261019	6411 52ND AV W
5	0220261024	6402 52ND AV W
6	0220261045	5216 64TH ST W
7	0220265008	6407 53RD AV W
8	0220261011	5211 66TH ST W
9	0220261044	6424 52ND AV W
10	0220265001	6416 52ND AV W
11	0220261014	6427 52ND AV W
12	0220261036	6402 52ND AV W
13	0220265003	6418 52ND AV W
14	0220265004	6403 LAKEWOOD DR W
15	0220265005	6419 LAKEWOOD DR W
16	0220265007	5220 64TH ST W
17	0220261009	5153 66TH ST W
18	0220261013	6425 52ND AV W
19	0220261039	5115 66TH ST W
20	0220261006	6421 53RD AV W
21	0220261018	6436 53RD AV W
22	0220261034	5201 TO 5207 66TH ST W
23	0220265006	6407 TO 6425 53RD AVCT W
24	0220265009	5218 64TH ST W
25	9002570020	6915 LAKEWOOD DR W UNIT A-2
26	9002570030	6915 LAKEWOOD DR W UNIT A-3
27	9002570040	6915 LAKEWOOD DR W UNIT A-4
28	9002670021	6915 LAKEWOOD DR W UNIT D-2,3
29	9003530030	6923 LAKEWOOD DR W UNIT B-3
30	9003530060	6927 LAKEWOOD DR W UNIT C-3
31	9002570030	6915 LAKEWOOD DR W UNIT A-3
32	9002670021	6915 LAKEWOOD DR W UNIT D-2,3
33	9003530020	6923 LAKEWOOD DR W UNIT B-2
34	5455000440	6609 52ND AV W
35	5455000510	5320 66TH ST W
36	5455000530	6802 52ND AV W
37	5455000540	6814 52ND AV W
38	5455000550	6824 52ND AV W
39	5455000602	6915 LAKEWOOD DR W
40	5455000401	6611 52ND AV W
41	5455000490	6630 52ND AV W
42	5455000560	6828 52ND AV W
43	5455000591	XXX LAKEWOOD DR W
44	5455000230	6821 52ND AV W
45	5455000500	6611 LAKEWOOD DR W
46	9005060030	6605 52ND AVCT W
47	9005060170	6603 52ND AVCT W

48	9002570010	6915 LAKEWOOD DR W UNIT A-1
49	9002570020	6915 LAKEWOOD DR W UNIT A-2
50	9003530050	6927 LAKEWOOD DR W UNIT C-2
51	9003530070	6927 LAKEWOOD DR W UNIT C-4
52	9005060060	6608 52ND AVCT W
53	9005060090	6616 52ND AVCT W
54	9005060120	5204 66TH STCT W
55	9005060130	5202 66TH STCT W
56	9005060140	5205 66TH STCT W
57	9005060150	5203 66TH STCT W
58	9002570010	6915 LAKEWOOD DR W UNIT A-1
59	9002670010	6915 LAKEWOOD DR W UNIT D-1
60	9002670040	6915 LAKEWOOD DR W UNIT D-4
61	9003530040	6927 LAKEWOOD DR W UNIT C-1
62	5455000210	6925 52ND AV W
63	5455000450	5030 66TH ST W
64	5455000460	5106 66TH ST W
65	5455000630	5304 68TH ST W
66	9005060020	6606 52ND AVCT W
67	9005060070	6610 52ND AVCT W
68	9005060100	5212 66TH STCT W
69	9005060110	5210 66TH STCT W
70	9002670010	6915 LAKEWOOD DR W UNIT D-1
71	9003530010	6923 LAKEWOOD DR W UNIT B-1
72	9005060050	6609 52ND AVCT W
73	9005060160	6602 52ND AV W
74	5455000190	6929 52ND AV W
75	5455000270	6803 52ND AV W
76	5455000375	6621 TO 6623 52ND AV W
77	5455000471	REFERENCE
78	5455000520	5302 66TH ST W
79	5455000594	XXX 70TH ST W
80	5455000620	6807 TO 6809 LAKEWOOD DR W
81	9002570040	6915 LAKEWOOD DR W UNIT A-4
82	9002670021	6915 LAKEWOOD DR W UNIT D-2,3
83	9002670021	6915 LAKEWOOD DR W UNIT D-2,3
84	9002670040	6915 LAKEWOOD DR W UNIT D-4
85	5455000250	5106 68TH ST W
86	5455000260	5112 68TH ST W
87	5455000374	5105 68TH ST W
88	5455000402	6615 52ND AV W
89	5455000430	5112 66TH ST W
90	5455000480	5205 68TH ST W
91	5455000481	5215 68TH ST W
92	5455000570	6930 52ND AV W
93	5455000580	5213 70TH ST W
94	5455000640	6811 LAKEWOOD DR W
95	9005060010	6604 52ND AVCT W
96	9005060040	6607 52ND AVCT W
97	9005060080	6614 52ND AVCT W