

**City of Lake Stevens
Lake Stevens, Washington**

RESOLUTION NO. 2019-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE STEVENS OF, WASHINGTON APPROVING AND AUTHORIZING THE MAYOR TO SIGN AN INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND THE CITY OF LAKE STEVENS FOR THE SOUTHEAST ISLAND ANNEXATION.

WHEREAS, the City of Lake Stevens ("the City") and Snohomish County("the County") recognize that the Growth Management Act (GMA), chapter 36.70A RCW, encourages cities with urban services to annex unincorporated urban areas within a county; and

WHEREAS, RCW 35A.14.460 provides for the annexation of territory when at least sixty percent of the boundaries of the territory proposed for annexation are contiguous to the annexing city; and

WHEREAS, annexation pursuant to RCW 35A.14.460 requires the negotiation of an interlocal agreement as provided in chapter 39.34 RCW; and

WHEREAS, the City initiated the annexation process for area known as the "Southeast Island Annexation" by adopting a resolution pursuant to RCW 35A.14.460(1) commencing negotiations for an interlocal agreement with the County; and

WHEREAS, the City and the County have negotiated the terms of an interlocal agreement entitled *Interlocal Agreement Between the City of Lake Stevens and Snohomish County Concerning the Southeast Island Annexation and the Orderly Transition of Services and Responsibility for Capital Projects Pursuant to RCW 35A.14.460* (the "ILA") to provide for the annexation and to implement coordinated planning and transition of services within the annexation area; and

WHEREAS, the ILA recognizes the continued applicability, force and effect of the *Interlocal Agreement Between the City of Lake Stevens and Snohomish County Concerning Annexation and Urban Development Within the Lake Stevens Urban Growth Area* ("Master Annexation ILA"), effective October 26, 2005, and addenda thereto except for those provisions specifically amended by the ILA; and
WHEREAS, the ILA applies only to the Southeast Island Annexation and future annexations within the Lake Stevens Urban Growth Area will continue to be governed by the Master Annexation ILA; and

WHEREAS, the ILA is authorized by and is consistent with the requirements of the Interlocal Cooperation Act, chapter 39.34 RCW; and

WHEREAS, the ILA is consistent with the GMA comprehensive plans of both the City of Lake Stevens and Snohomish County; and

WHEREAS, the Snohomish County Council and the Lake Stevens City Council held a joint public hearing on March 26, 2019, to consider approving the ILA and authorizing the Snohomish County Executive and the Lake Stevens Mayor to sign the ILA on behalf of the County and the City, respectively;

NOW, THEREFORE, the City of Lake Stevens, acting by and through its City Council, does hereby resolve as follows:

SECTION 1. The Lake Stevens City Council hereby adopts the foregoing recitals as findings of fact and conclusions as if set forth in full herein.

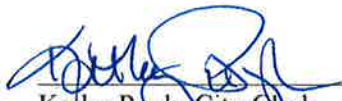
SECTION 2. The Lake Stevens City County Council authorizes the Mayor to sign the *Interlocal Agreement Between the City of Lake Stevens and Snohomish County Concerning the Southeast Island Annexation and the Orderly Transition of Services and Responsibility for Capital Projects Pursuant to RCW 35A.14.460*, a copy of which is attached to this resolution as Exhibit A.

PASSED by the City Council of the City of Lake Stevens this 26th day of March, 2019.



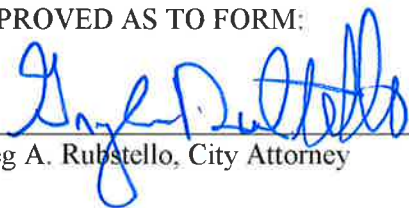
John Spencer, Mayor

ATTEST:



Kathy Pugh, City Clerk

APPROVED AS TO FORM:



Greg A. Rubstello, City Attorney

Exhibit A

INTERLOCAL AGREEMENT BETWEEN THE CITY OF LAKE STEVENS AND SNOHOMISH COUNTY CONCERNING THE SOUTHEAST ISLAND ANNEXATION AND THE ORDERLY TRANSITION OF SERVICES AND RESPONSIBILITY FOR CAPITAL PROJECTS PURSUANT TO RCW 35A.14.460

1. PARTIES

This Interlocal Agreement ("Agreement" or "ILA") is made by and between the City of Lake Stevens ("City"), a Washington municipal corporation, and Snohomish County ("County"), a political subdivision of the State of Washington, collectively referred to as the "Parties," pursuant to Chapter 35A.14 RCW (Annexation by Code Cities), Chapter 36.70A RCW (Growth Management Act), Chapter 36.115 RCW (Governmental Services Act), Chapter 43.21C RCW (State Environmental Policy Act), Chapter 36.70B RCW (Local Project Review), Chapter 58.17 RCW (Subdivisions), Chapter 82.02 RCW (Excise Taxes), and Chapter 39.34 RCW (Interlocal Cooperation Act).

2. PURPOSE

- 2.1 Primary purpose. The primary purpose of this Agreement is to set forth the terms of the Parties' agreement to the annexation ("Annexation") to the City of territory located within the Southeast Island Annexation area, which area is referred to herein as the "Annexation Area," pursuant to RCW 35A.14.460. The territory included in the Annexation Area is depicted in Exhibit A to this Agreement, incorporated herein by this reference. As required under RCW 35A.14.460(1) the Annexation Area is completely within the City's Urban Growth Area designated under RCW 36.70A.110 and more than sixty-percent of the Annexation Area boundary is contiguous with the City.
- 2.2. Orderly transition of services and capital projects. The City and County recognize the need to facilitate an orderly transition of services and capital projects from the County to the City at the time of the Annexation.

3. GENERAL AGREEMENT REGARDING ANNEXATION

- 3.1 Applicability of Master Annexation ILA. The Parties recognize the existence of a certain *Interlocal Agreement Between the City of Lake Stevens and Snohomish County Concerning Annexation and Urban Development Within the Lake Stevens Urban Growth Area*, effective October 26, 2005, and recorded under Auditor's File #200511100706 ("Master Annexation ILA"), that addresses certain actions related to annexation. The Parties agree and intend that the Master Annexation ILA shall have applicability, force, and effect with respect to the Annexation contemplated herein, except where specifically amended in Section

4.1 of this Agreement, where specific issues are identified that are not contained in the Master Annexation ILA.

3.2 Snohomish County Tomorrow Annexation Principles. The County and the City intend that this Agreement, together with the Master Annexation ILA, be interpreted in a manner that furthers the objectives articulated in the Snohomish County Tomorrow Annexation Principles. For the this purpose, the Snohomish County Tomorrow Annexation Principles means that document adopted by the Snohomish County Tomorrow Steering Committee on February 28, 2007, and supported by the Snohomish County Council in Joint Resolution No. 07-026 passed on September 5, 2007. The Snohomish County Tomorrow Annexation Principles are attached to this Agreement as Exhibit B, and incorporated herein by this reference.

3.3 Annexation approval. The City and County agree that following execution of this Agreement, the City shall pursue the annexation of the territory described in Exhibit A by adoption of an ordinance pursuant to RCW 35A.14.460(4).

4. AMENDMENT TO THE MASTER ANNEXATION ILA AND ADDITIONAL AGREEMENTS

4.1 Amendment to Section 9.1 of the Master Annexation ILA. Section 9.1 of the Master Annexation ILA is amended as follows to address a drainage facility maintenance covenant for drainage facility #3238 on the County's drainage inventory.

Section 9.1 of the Master Annexation ILA is amended as follows:

9.1 Legal control and maintenance responsibilities. If the annexed area includes surface water drainage improvements or facilities the COUNTY currently owns or maintains, the CITY and COUNTY agree to negotiate the disposition of legal control and maintenance responsibilities by the end of the calendar year in which the annexation becomes effective. The COUNTY agrees to provide a list of regional facilities prior to the start of negotiations. Residential detention or other surface water facilities over which the COUNTY holds maintenance easements, covenants, or any other rights or obligations, will transfer to the CITY upon annexation. If the COUNTY's current Annual Construction Program or Surface Water Management Division budget includes major surface water projects in the area to be annexed, the CITY and the COUNTY will determine how funding, construction, programmatic and/or subsequent operational improvements will be assigned for these improvements.

4.2 Additional agreements. Nothing in this Agreement limits the Parties from entering into interlocal agreements on issues not covered by, or in lieu of, the terms of this Agreement.

5. THIRD PARTY BENEFICIARIES

There are no third party beneficiaries to this Agreement, and this Agreement shall not be interpreted to create any third party beneficiary rights.

6. DISPUTE RESOLUTION

Except as herein provided, no civil action with respect to any dispute, claim or controversy arising out of or relating to this Agreement may be commenced until the dispute, claim or controversy has been submitted to a mutually agreed upon mediator. The Parties agree that they will participate in the mediation in good faith, and that they will share equally in its costs. Each jurisdiction shall be responsible for the costs of their own legal representation. Either party may seek equitable relief prior to the mediation process, but only to preserve the status quo pending the completion of that process. The City and County agree to mediate any disputes regarding the annexation process or responsibilities of the parties prior to the Boundary Review Board hearing on the Annexation, if possible.

7. HONORING EXISTING AGREEMENTS, STANDARDS AND STUDIES

In the event a conflict exists between this Agreement and any agreement between the City and the County in existence prior to the effective date of this Agreement, the terms of this Agreement shall govern the conflict.

8. RELATIONSHIP TO EXISTING LAWS AND STATUTES

This Agreement in no way modifies or supersedes existing state laws and statutes. In meeting the commitments encompassed in this Agreement, all parties will comply with all applicable state or local laws. The County and City retain the ultimate authority for land use and development decisions within their respective jurisdictions. By executing this Agreement, the County and City do not intend to abrogate the decision-making responsibility or police powers vested in them by law.

9. EFFECTIVE DATE, DURATION AND TERMINATION

9.1 Effective Date. This Agreement shall become effective following the approval of the Agreement by the official action of the governing bodies of the Parties and the signing of the Agreement by an authorized representative of each Party hereto.

9.2 Duration. This Agreement shall be in full force and effect through December 31, 2020. If the Parties desire to continue the terms of the Agreement after the Agreement is set to expire, the Parties may either negotiate a new agreement or extend this Agreement through the amendment process.

9.3 Termination. Either party may terminate this Agreement upon ninety (90) days advance written notice to the other party. Notwithstanding termination of this Agreement, the County and City are responsible for fulfilling any outstanding obligations under this Agreement incurred prior to the effective date of the termination.

10. INDEMNIFICATION AND LIABILITY

10.1 Indemnification of County. The City shall protect, save harmless, indemnify and defend, at its own expense, the County, its elected and appointed officials, officers, employees and agents, from any loss or claim for damages of any nature whatsoever arising out of the City's performance of this Agreement, including claims by the City's employees or third parties, except for those damages caused solely by the negligence or willful misconduct of the County, its elected and appointed officials, officers, employees, or agents.

10.2 Indemnification of City. The County shall protect, save harmless, indemnify, and defend at its own expense, the City, its elected and appointed officials, officers, employees and agents from any loss or claim for damages of any nature whatsoever arising out of the County's performance of this Agreement, including claims by the County's employees or third parties, except for those damages caused solely by the negligence or willful misconduct of the City, its elected and appointed officials, officers, employees, or agents.

10.3 Extent of liability. In the event of liability for damages of any nature whatsoever arising out of the performance of this Agreement by the City and the County, including claims by the City's or the County's own officers, officials, employees, agents, volunteers, or third parties, caused by or resulting from the concurrent negligence of the County and the City, their officers, officials, employees and volunteers, each party's liability hereunder shall be only to the extent of that party's negligence.

10.4 Hold harmless. No liability shall be attached to the City or the County by reason of entering into this Agreement except as expressly provided herein. The City shall hold the County harmless and defend at its expense any legal challenges to the City's requested mitigation and/or failure by the City to comply with Chapter 82.02 RCW. The County shall hold the City harmless and defend at its expense any legal challenges to the County's requested mitigation or failure by the County to comply with Chapter 82.02 RCW.

11. SEVERABILITY

If any provision of this Agreement or its application to any person or circumstance is held invalid, the remainder of the provisions and the application of the provisions to other persons or circumstances shall not be affected.

12. EXERCISE OF RIGHTS OR REMEDIES

Failure of either party to exercise any rights or remedies under this Agreement shall not be a waiver of any obligation by either party and shall not prevent either party from pursuing that right at any future time.

13. RECORDS

The Parties shall maintain adequate records to document obligations performed under this Agreement. The Parties shall have the right to review each other's records with regard to the subject matter of this Agreement, except for privileged documents, upon reasonable written notice.

The City and the County each acknowledges, agrees and understands that the other party is a public agency subject to certain disclosure laws, including, but not limited to Washington's Public Records Act, chapter 42.56 RCW. This Agreement and all public records associated with this Agreement shall be retained and be available from both the City and the County for inspection and copying where required by the Public Records Act, Chapter 42.56 RCW.

14. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties concerning the Annexation, except as set forth in Section 4 of this Agreement.

15. GOVERNING LAW AND STIPULATION OF VENUE

This Agreement shall be governed by the laws of the State of Washington. Any action hereunder must be brought in the Superior Court of Washington for Snohomish County.

16. CONTINGENCY

The obligations of the City and County in this Agreement are contingent on the availability of funds through legislative appropriation and allocation in accordance with law. In the event funding is withdrawn, reduced or limited in any way after the effective date of this Agreement, the City or County may terminate the Agreement under Subsection 9.3 of this Agreement, subject to renegotiation under those new funding limitations and conditions.

17. FILING

A copy of this Agreement shall be filed with the Lake Stevens City Clerk and recorded with the Snohomish County Auditor's Office or as otherwise allowed or required under state law.

18. ADMINISTRATORS AND CONTACTS FOR AGREEMENT

The Administrators and contact persons for this Agreement are:

Russ Wright
Community Development Director
City of Lake Stevens
1812 Main St.
Lake Stevens, WA 98258
(425) 334-1012

Eileen Canola
Snohomish County
Department of Planning and Development Services
3000 Rockefeller Ave.
Everett, WA 98201
(425) 262-2253

IN WITNESS WHEREOF, the parties have signed this Agreement, effective on the later date indicated below.

Dated this _____ day of _____ 20__.

CITY OF LAKE STEVENS

BY:

John Spencer
Mayor

Date: _____

ATTEST:

City Clerk

SNOHOMISH COUNTY

BY:

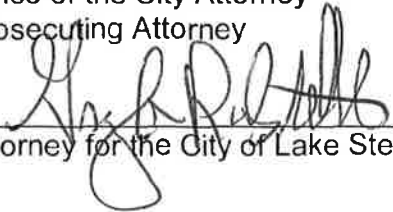
Dave Somers
County Executive

Date: _____

ATTEST:


Clerk of the County Council

Approved as to form only:
Office of the City Attorney
Prosecuting Attorney



Attorney for the City of Lake Stevens

Approved as to form only:
Snohomish County



Deputy Prosecuting Attorney for
Snohomish County