

## INTERLOCAL AGREEMENT

### BETWEEN THE CITY OF LONGVIEW, COWLITZ COUNTY AND COWLITZ 2 FIRE & RESCUE

#### REGARDING THE ANNEXATION OF THE WEST LONGVIEW AREA

This interlocal Agreement ("Agreement") is made and entered into and between the City of Longview ("City"), Cowlitz County ("County") and Cowlitz 2 Fire & Rescue ("District"), collectively known as the Parties.

WHEREAS, the 237± acre West Longview Annexation area is completely surrounded by City limits except for a 87± foot gap located at the southwest corner of the annexation area; and

WHEREAS, the City of Longview is the sole provider for water and sewer services in the annexation area and through reciprocal agreements already provide some police and fire services; and

WHEREAS, in April 2016 the City of Longview and Cowlitz 2 Fire & Rescue entered into an annexation agreement (Exhibit A) that addressed tax revenue sharing for the West Longview Annexation area, and the distribution of EMS transport revenue; and

WHEREAS, RCW 35A.14.480 authorizes a city, fire district and county to enter into an interlocal agreement to effect annexation of unincorporated areas within a fire district to a city on the terms therein contained: and

WHEREAS, to initiate the process of negotiating such an interlocal agreement, the City was required to give notice to Cowlitz 2 and the County of its interest in doing so, which occurred on June 25, 2018; and

WHEREAS, the County and Cowlitz 2 each agreed negotiations for the annexation of West Longview by interlocal agreement should begin by communications dated July 31, 2018 and July 12, 2018, respectively; and

WHEREAS, the Parties have concluded these negotiations and are ready to enter into this Agreement; and

WHEREAS, the governing bodies of each of the Parties hereto have determined to enter into this Agreement as authorized and provided for by the Interlocal Cooperation Act, codified as Chapter 39.34 RCW.

NOW, THEREFORE, by their signatures below, the Parties hereby enter into this Agreement regarding the annexation of the West Longview Area by the City.

1. Effective date for this annexation. The parties agree that the Annexation will have become effective upon the passage of the ordinance effectuating the annexation and the conclusion of the time period for challenging that ordinance (the "Effective Date of Annexation"). In the event there is any challenge which stays the effective date of the Annexation, the Effective Date of Annexation shall be extended until the stay is lifted.

2. Boundaries of the area proposed for annexation. The boundaries of the West Longview Area proposed for annexation are as described in Exhibit B.

3. Public Outreach. After the signing of this Agreement and before the City Council holds its annexation hearing, the City will conduct public outreach meetings on Tuesday, January 22, 2019. One session shall be in the afternoon and another in the evening. The public outreach meetings shall be at a location near the annexation area. Representatives from Cowlitz County and Cowlitz 2 Fire and Rescue shall attend. The City will be responsible for producing meeting materials. Cowlitz County and Cowlitz 2 Fire and Rescue representatives shall be available to answer any questions.

4. Public hearing on the Annexation Ordinance. As required by RCW 35A.14.480(1)(c), the public hearing on the ordinance effecting the annexation of the West Longview Area is hereby set to occur at the regular meeting of the Longview City Council on February 28, 2019.

5. Notice of intention to be filed with the Boundary Review Board. After the Parties have all signed this Agreement, the City will file the Notice of Intent required by RCW 35A.14.480(1)(c) with the Boundary Review Board. However, as further provided therein, the jurisdiction of the Board may not be invoked for this annexation.

6. The goals of this Agreement are as follows:

A. To implement the provisions of the 2016 Fire and Emergency Medical Protection Service Area Agreement, including provisions regarding tax revenue and EMS transport revenue.

B. To ensure that, as required by RCW 35A.14.480(2)(a)(ii), there will be no negative impacts to service in the newly incorporated area at least through the budget cycle in which the annexation occurs.

C. To ensure adequate public outreach is provided regarding the implementation of this Agreement

D. To ensure that the City will fulfill the capital facilities obligations of the District within the District after the Effective Date in the same manner as they are fulfilled in the rest of the City outside of the West Longview Area. The County's capital facilities obligations within the West Longview Area, if any, will remain unchanged.

E. To ensure that all of the City's current development regulations will apply and be enforced in the West Longview Area on and after the Effective Date as provided in Ordinance 3394. It is understood that the County and the District will have no development regulations applicable in the West Longview Area after the Effective Date, except as provided at law.

F. On and after the Effective Date, the City will be responsible in the West Longview Area for road and traffic impact mitigation, surface and stormwater management, coordination and time of comprehensive plan and development regulation updates, outstanding bonds and special or improvement district assessments, annexation

procedures, distribution of debt and revenue sharing for annexation proposal, code enforcement, inspection service, financial and administrative services, consultation with other service providers all as addressed by the laws and policies and procedures of the City. The County and the District, having no further territory to serve, will have none of these obligations.

7. Term. This Agreement shall commence as of the last date of execution hereof and shall continue in effect until the completion of the annexation. The City obligations under Sections 6.A.B.D and F shall survive the termination until such obligations have been completed by the City.

8. Effect of this Agreement. The Parties have reached agreement on the enumerated goals addressed herein. Thus the City may adopt an annexation ordinance, but the annexation ordinance is subject to referendum for forty-five days after its adoption, pursuant to RCW 35A.14.480(3).

9. Relationship to the April 2016 Fire and Emergency Medical Protection Service Area Agreement. The parties are in agreement that they shall not invoke Section 2 of the April 2016 Annexation Agreement during the term of this Agreement. It is not the parties' intent that the City be relieved of its cost sharing obligations under the 2016 agreement despite the initiation of the West Longview Annexation.

10. Indemnification. It is understood and agreed that each party will be responsible for its own negligence and will, to the extent of its negligence, indemnify and hold harmless the other party from any and all claims, losses, or causes of action, suits and actions in equity of any kind.

11. Compliance with laws. All Parties shall comply with all applicable federal, state and local laws, regulations and rules in performing this Agreement.

12. Assignment. Assignment of this Agreement to any other entity shall require prior written approval of the Parties.

13. Notices. Except for invoices, billings, and routine project correspondence between the Parties, all other communications, notices and demands of any kind which any party requires or desires to give to the other party shall be in writing and either served on the following individual(s) or deposited in the U.S. Mail, certified mail, postage prepaid, return receipt requested, and addressed as follows:

City of Longview: Kurt Sacha, City Manager (or successor)  
City of Longview  
1525 Broadway  
P.O. Box 128  
Longview, WA 98632

Copy to:

John Brickey, Director of Community Development (or successor)  
1525 Broadway  
P.O. Box 128

Longview, WA 98632

Copy to:

James McNamara, City Attorney (or successor)  
1525 Broadway  
P.O. Box 128  
Longview, WA 98632

Cowlitz County:

E. Elaine Placido, DPA (or successor)  
Community Services Director  
207 Fourth Ave. North, Suite 119  
Kelso, WA 98626

Cowlitz 2 Fire and Rescue:

David LaFave, Fire Chief (or successor)  
701 Vine Street  
Kelso, WA 98626

#### 14. Miscellaneous

- A. All of the terms in this Agreement shall extend to and bind the legal successors and assigns of the Parties.
- B. This Agreement is made and shall be construed in accordance with the laws of the State of Washington. Jurisdiction and venue for any action arising out of this Agreement shall be in Cowlitz County, Washington.
- C. No separate legal entity is hereby created.
- D. Except as expressly provided herein, nothing in this Agreement shall be construed to permit anyone other than the Parties and their successors and assigns to rely upon the terms herein contained nor to give any such third party a cause of action on account of any nonperformance hereunder.
- E. No joint oversight and administration board is created hereby.
- F. If any term of provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable by a final decision of any court having jurisdiction on the matter, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to

which it is held invalid or unenforceable shall not be affected thereby and shall continue in full force and effect, unless either party determines that such invalidity or unenforceability materially interferes with or defeats the purposes hereof, at which time the Parties shall substitute a provision that most closely approximates that which was invalidated without being invalid itself.

G. This Agreement constitutes the final and completely integrated agreement between the parties on its subject matter.

H. No modifications or amendments to this Agreement shall be valid or effective unless evidenced by an agreement in writing signed by all Parties.

I. Copies of this Agreement shall be filed with the Cowlitz County Auditor by the City.

J. Each party has had the opportunity to consult with counsel in connection with this Agreement. Each of the provisions of this Agreement represents the combined work product of all Parties. Therefore, no presumption or other rules of construction which would interpret the provisions of this Agreement in favor or against the party preparing the same will apply in connection with the construction or interpretation of any of the provisions of this Agreement.

K. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2018.

APPROVED this 13<sup>th</sup> day of February, 2019

CITY OF LONGVIEW

COWLITZ COUNTY

\_\_\_\_\_  
Kurt Sacha, City Manager

Joe Gardner  
Joe Gardner, Chairman



ATTEST:

ATTEST: Jeffery Dostein  
Clerk of the Board

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Kaylee Cody, City Clerk

APPROVED AS TO FORM ONLY:

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James McNamara, City Attorney

APPROVED AS TO FORM ONLY:

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Deputy Prosecuting Attorney

APPROVED this \_\_\_ day of \_\_\_\_\_, 2018.

COWLITZ 2 FIRE & RESCUE

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Dave LaFave, Fire Chief

ATTEST:

APPROVED AS TO FORM:

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Attorney for Cowlitz 2 Fire & Rescue