

**INTERLOCAL AGREEMENT
FOR THE
DEVELOPMENT AND FUTURE OPERATION OF
PUBLIC SAFETY FACILITY**

THIS AGREEMENT ("Agreement"), made and entered into this 20th day of MAY, 2024, by and between EAST PIERCE FIRE AND RESCUE, hereinafter referred to as the "District" and the CITY OF MILTON, a municipal corporation, hereinafter referred to as the "City," who shall collectively be referred to hereinafter as the "Parties" or singularly as a "party."

WHEREAS, joint use by the District and City of a Public Safety Facility ("Facility") located on a site at or near 1000 Laurel St. Milton, WA 98354 will improve integration of public safety services, including fire protection, police services, and emergency operations; and

WHEREAS, joint use of a Facility will greatly improve the capacity and communications of the District and City in responding to major emergencies or disasters;

WHEREAS, joint use of the Facility will allow for more effective and cost efficient maintenance and operation of the building for better utilization by both Parties; and

WHEREAS, one or more of the Parties have or will acquire the necessary land for the Facility; and

WHEREAS, the Parties intend to enter into a separate interlocal agreement, on a later date, related to the future development, construction, administration, and use of the Facility; and

WHEREAS, in the interest of providing the best municipal services with the least possible expenditure of public funds, full cooperation between the District and City is desirable; and

WHEREAS, the District and City have the authority to enter into this agreement pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW; and

WHEREAS, the District and City now desire to memorialize an interlocal agreement specifying the manner by which the Parties shall equitably share the costs of the initial development stages of the Facility and jointly use a named architect, Rice Fergus Miller ("Architect"), to assist in such matters.

THEREFORE, in exchange for the mutual covenants set forth herein, and for other good and valuable consideration, the Parties agree as follows:

I. PURPOSE

This Agreement establishes the manner by which the Parties will equally share in the costs of the initial development stages of the Facility as set forth in an agreed-upon Scope of Work, attached hereto as Exhibit A.

II. LEAD AGENCY AND ADMINISTRATOR

The District shall serve as the Lead Agency and the District Fire Chief shall serve as the Administrator of this Agreement.

III. JOINT USE OF ARCHITECT (RCW 39.34.030 (5))

- a. The Parties agree to jointly utilize the Architect for purposes of completing the services set forth in Exhibit A.
- b. The District certifies that in securing the services of the Architect, the District shall have complied with RCW Chapter 39.80.
- c. The Parties agree that the services of the Architect are within the scope of services previously solicited by the District.
- d. The Parties agree that the services set forth in Exhibit A shall not be commenced until this Agreement is executed.
- e. As Lead Agency, the District shall have control over the manner and means by which the Architect establishes the agreed-upon Scope of Work.
- f. After execution of this Agreement, which includes agreement as to Exhibit A, the Lead Agency shall serve as the "Owner" that may enter into the standard form of agreement between the Owner and the Architect.

IV. COST SHARING

The total cost for the services set forth in Exhibit A ("Cost") shall not exceed \$75,000. The Parties shall share the Cost equally.

V. FUTURE AGREEMENTS

The Parties agree that upon completion of the work described in Exhibit A, the Parties shall endeavor to enter into a separate interlocal agreement memorializing the terms and conditions of the development, construction, administration, and use of the Facility by the Parties.

VI. TERM

This Agreement shall terminate upon completion of the Architect's Scope of Work mutually agreed to by the Parties and attached hereto as Exhibit A.

VII. INDEPENDENT MUNICIPAL GOVERNMENTS.

- a. **Independent Governments.** The Parties recognize and agree that the City and the District are independent governments. Except for the specific terms of this Agreement, nothing herein shall be construed to limit the discretion of the governing bodies of each party. This Agreement shall not be construed as creating

an association, joint venture or partnership between the parties, nor to impose any partnership obligations or liabilities on either party.

- b. **No Agency.** Except as specifically provided in this Agreement, neither party shall have any right, power or authority to enter into any agreement or undertaking for or on behalf of, to act as or be an agent or representative or to otherwise bind the other party.
- c. **Debts and Obligations.** Neither the District nor the City, except as expressly stated in this Agreement, or as required by law, shall be liable for any debts or obligations of the other party.

VIII. INDEMNIFICATION

The District shall defend, indemnify, and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorneys' fees, arising out of or in connection with the performance of this Agreement, except for injuries or damages caused by the sole negligence of the City. In the event of liability for negligence for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the District and the City, its officers, officials, employees, agents and volunteers, the District's liability hereunder shall only be to the extent of the District's negligence.

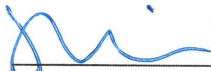
The City shall defend, indemnify, and hold the District, its officers, officials, employees, agents, and volunteers harmless from any and all claims, injuries, damages, losses, or suits, including all legal costs and attorney's fees, arising out of or in connection with the performance of this Agreement, except for injuries or damages caused by the sole negligence of the District. In the event of liability for negligence for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the City and the District, its officers, officials, employees, agents, and volunteers, the City's liability hereunder shall only be to the extent of the City's negligence.

IX. MISCELLANEOUS

No property shall be exchanged between the Parties in the performance of this Agreement. This Agreement constitutes the entire agreement of the Parties as to the subject matter herein. There are no third-party beneficiaries to this Agreement. The Parties agree that they have had full opportunity to have this Agreement reviewed by legal counsel and are not signing this Agreement under duress or other compulsion. The failure of either party to insist upon strict performance of this Agreement shall not impact that party's right to insist upon strict performance at a later time. This Agreement may be executed in counterparts (i.e. at separate times and separate places) and a copy of this Agreement shall be deemed as valid as an original. This Agreement shall be governed by Washington law. This Agreement shall be listed by subject on the City's website.

THIS AGREEMENT IS EXECUTED UPON THE LAST-DATED SIGNATURE BELOW:

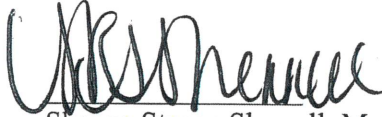
FOR THE DISTRICT:



Jon Parkinson, Fire Chief

Dated: 5-15-24

FOR THE CITY:

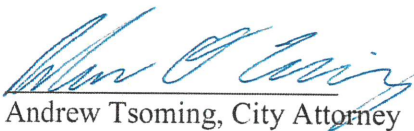


Shanna Styron Sherrell, Mayor, City of Milton

Dated: 5-14-2024

APPROVED AS TO FORM:

Eric Quinn, District Attorney



Andrew Tsoming, City Attorney