

**INTERLOCAL AGREEMENT BETWEEN THE
THE CITY OF FIFE AND THE CITY OF MILTON
REGARDING BOUNDARY ADJUSTMENT**

1. Date and Parties. This Interlocal Agreement ("Agreement"), dated March 16, 2015, is entered into between the City of Fife (hereinafter "Fife") and the City of Milton (hereinafter "Milton").

2. Recitals.

2.1 The City of Fife is planning improvements to Freeman Road East as shown in Exhibit A attached hereto which will be constructed by Benaroya Capital Company, LLC ("Benaroya") as a condition of development of property in Fife adjoining Freeman Road East (the "Improvements"). The Improvements will widen and straighten Freeman Road.

2.2 As shown on the map attached hereto as Exhibit B, the portion of Freeman Road just south of 20th Street East is currently solely within the City of Milton. The proposed straightening and widening of Freeman Road at this location will result in an irregular boundary between the Cities as also shown in Exhibit B.

2.3 It is in both Cities' best interests to have the entire width of a segment of right of way solely in one jurisdiction.

2.4 RCW 35.10.217 provides a mechanism for a portion of one city to be annexed into another city by resolution of each city's legislative body. The areas proposed to be annexed consist solely of street right of way.

2.7 The purpose of this Agreement is to set forth the parties' intent to adjust their respective boundaries as shown in Exhibit C attached hereto, using the process set forth in RCW 35.10.217, upon completion of the Improvements, and to establish the enforcement and permitting responsibilities for this area between the date of this Agreement and the completion of the annexations under RCW 35.10.217.


3. Agreement to Consider Annexation. Fife and Milton agree to give due consideration, including public participation as deemed appropriate by each City, to adjusting their city limits as shown in Exhibit C attached hereto using the process set forth in RCW 35.10.217 effective upon completion of the Improvements.


4. Design Review and Permitting Authority. While this Agreement is in effect, street construction and related standards, land use and environmental review and permitting authority and enforcement between the cities shall be for purposes of the Improvements by Benaroya according to the proposed adjusted boundaries shown in Exhibit C. All other authority and jurisdiction between the cities, including land use regulations, shall be in accordance with the current boundaries between the cities. By its signature below, Benaroya consents to the division of permitting and regulatory authority set forth in this Section 4, and agrees to submit its permit applications for the Improvements accordingly.

{BFP1292993.DOC;1/13018.900000/ }

ILA Between Fife and Milton

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5. Termination. Either party may terminate this Agreement after giving due consideration in accordance with Section 3, by giving 60 days written notice to the other party. In the event of termination under this section, all permits and approvals regarding property within the proposed annexation areas shown in Exhibit C issued under Section 4 by one city shall be given full effect by the other city. Any complete applications for permits and approvals under Section 4 regarding property within the proposed annexation areas shown in Exhibit B that are pending at the time of termination under this section and are vested under applicable law shall remain subject to the standards and regulations under Section 4 that were in effect on the date of complete application, and the city who accepted the application shall proceed with review and processing of the application as an agent of the other city.

6. Annexation. Within 30 days after completion and acceptance of the Improvements within the proposed annexation areas, each City shall present to its governing body for approval, the resolutions required for annexation under RCW 35.10.217 in accordance with Exhibit C attached hereto. Upon completion of the annexations under RCW 35.10.217, this Agreement shall terminate.

7. Indemnification.

7.1 Fife shall defend, indemnify and hold Milton its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, to the extent caused by the negligence or willful misconduct of Fife, its officers, employees, agents or volunteers.


7.2 Milton shall defend, indemnify and hold Fife, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, to the extent caused by the negligence or willful misconduct of Milton, its officers, employees, agents or volunteers.

7.3 In the event of a claim, loss, or liability based upon the alleged concurrent or joint negligence of the parties, the parties shall bear their respective liability, including cost, in accordance with their respective liability established in accordance with the laws of the State of Washington.


7.4 FOR PURPOSES OF INDEMNIFICATION ONLY, THE PARTIES, BY MUTUAL NEGOTIATION, HEREBY WAIVE, AS RESPECTS THE OTHER PARTY ONLY, ANY IMMUNITY THAT WOULD OTHERWISE BE AVAILABLE AGAINST SUCH CLAIMS UNDER THE INDUSTRIAL INSURANCE PROVISIONS OF TITLE 51 RCW.

7.5 The provisions of this section shall survive the expiration or termination of this Agreement with respect to acts and omissions occurring during the term hereof.

8. Contract Administration. The parties do not by this Agreement create any separate legal or administrative entity. The City Manager of Fife, or his designee shall be responsible for working with the Mayor of Milton, or his/her designee to administer the terms of



Fife



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this Agreement. The parties do not intend to jointly own any real or personal property as part of this undertaking. The parties will cooperatively work together to further the intent and purpose of this Agreement.

9. Notice. Any notice or information required or permitted to be given to the parties under this Agreement may be sent to the following addresses unless otherwise specified:

City of Fife
Attn: Public Works Director
5411 23rd Street East
Fife, WA 98424

City of Milton
Attn: Public Works Director
1000 Laurel St
Milton, WA 98354

10. Modification. This Agreement constitutes the complete and final agreement of the parties, and replaces and supersedes all oral and/or written proposals and agreements heretofore made by the parties on the subject matter. No provision of this Agreement may be amended or added to except by agreement, in writing, signed by both parties.

11. Governing Law; Venue; Attorneys Fees. This Agreement shall be governed by the laws of the State of Washington. In any suit or action instituted to enforce any right granted in the Agreement, the exclusive venue shall be the courts of Pierce County, Washington, and the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorney's fees from the other party.

12. Signature Authority


12.1 The Fife City Manager was authorized to execute this Agreement by motion adopted by a majority of the entire City Council on the 25th day of Nov 2014 at a regularly scheduled Council meeting.

12.2 The Mayor of Milton was authorized to execute this Agreement by motion adopted by a majority of the entire City Council on the 16th day of March 2015 at a regularly scheduled Council meeting.


13. Severability. Should any clause, phrase, sentence or paragraph of this Agreement or its application be declared invalid or void by a court of competent jurisdiction, the remaining provisions of this Agreement or its applications of those provisions not so declared shall remain in full force and effect.

14. Method of Filing Agreement. Copies of this Agreement shall be listed and posted by the parties on their websites as provided for in RCW 39.34.040.

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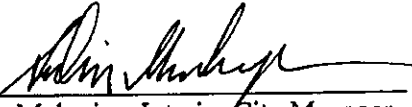


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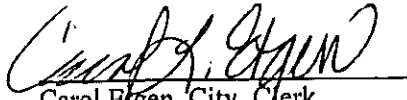


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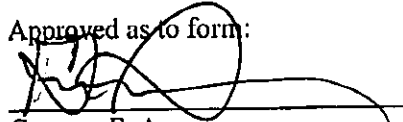
CITY OF FIFE

By: 
Subir Mukerjee, Interim City Manager


ATTEST:


Carol Egen, City Clerk


Approved as to form:


Gregory F. Amann
Assistant City Attorney

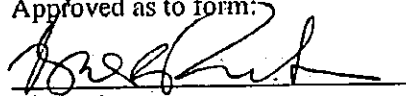
CITY OF Milton

By: 
Debra Perry, Mayor

ATTEST:


Katie Bolam, City Clerk

Approved as to form:


Bio Park
City Attorney

Approved and Consented as to Section 4:

Benaroya Capital Company, LLC

By: 



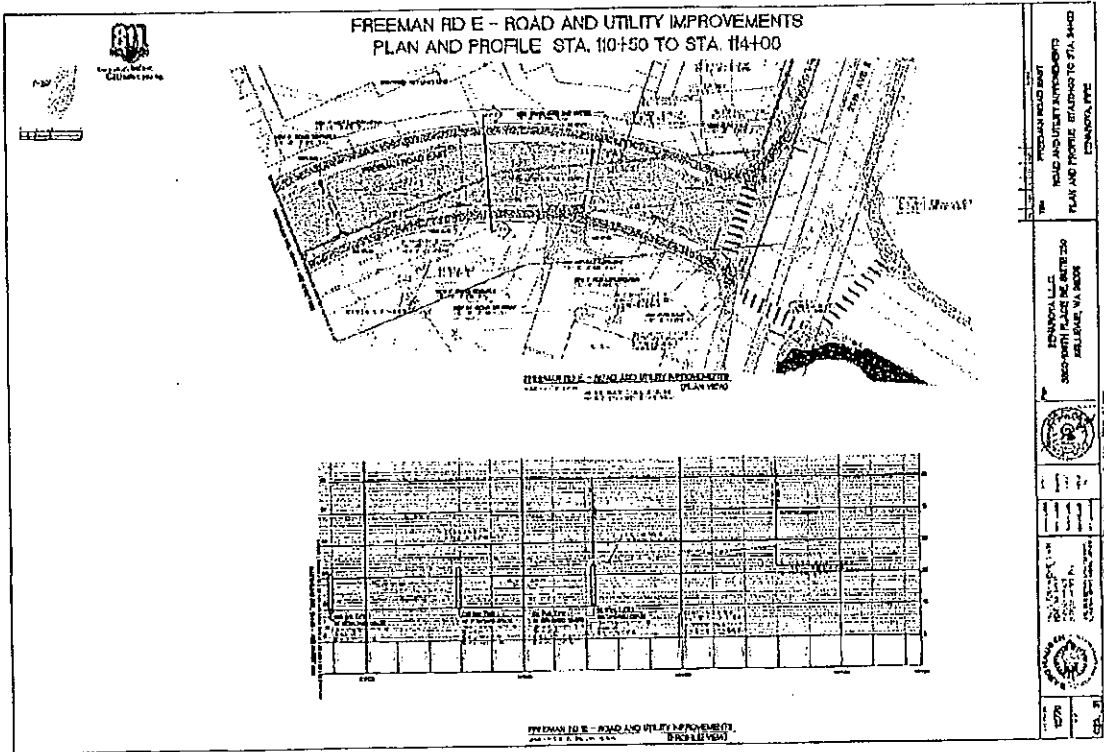
 Fife  Milton

EXHIBIT A

Preliminary plan sheet for Freeman Road Improvements
from 20th to the Current Fife-Milton Boundary

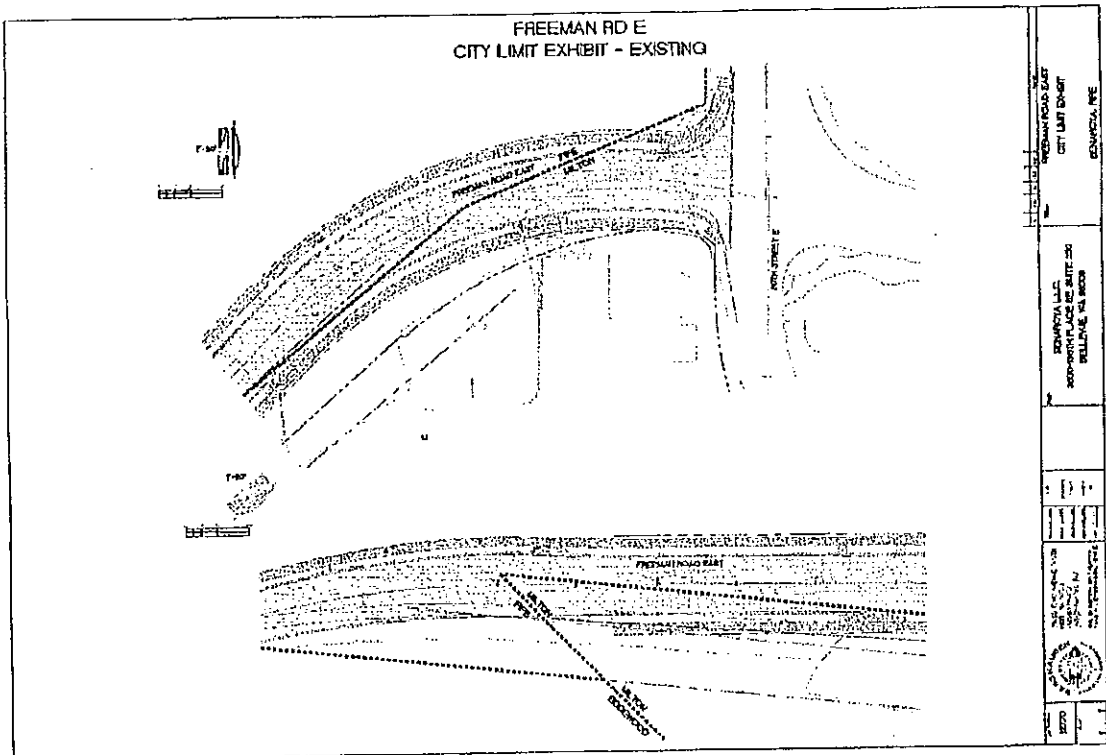


Fife


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EXHIBIT B
Current Boundary

PROPOSED IMPROVEMENTS & EXISTING BOUNDARIES




Fife


Milton

