

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING AN INTERLOCAL )  
AGREEMENT BETWEEN THE SPOKANE COUNTY )  
FIRE PROTECTION DISTRICT #2 AND SPOKANE ) **RESOLUTION**  
COUNTY TO ALLOW THE COUNTY PUBLIC WORKS )  
DEPARTMENT TO STOCKPILE MATERIALS AND )  
EQUIPMENT AT FIRE STATION FACILITY AND IN )  
EXCHANGE MAINTAIN WINTER ACCESS TO )  
FACILITY )

**WHEREAS**, pursuant to the provisions of RCW 36.32.120(6), the Board of County Commissioners of Spokane County, Washington, ('the Board') has the care of county property and the management of county funds and business; and

**WHEREAS**, pursuant to Chapter 36.80 RCW, Chapter 36.82 RCW, Chapter 39.34 RCW, and Chapter 52.12 RCW, the Spokane County Fire Protection District #2 (District) and Spokane County ('the County') may enter into a cooperative Interlocal Agreement wherein the County may stockpile road sand material on-site at a mutually agreed upon location, to utilize an electrical power outlet, thereby consuming electricity, for the loader equipment, to access restroom facilities, and to store road maintenance equipment on-site at a mutually agreed upon location on the District's property; and in exchange, the COUNTY'S Public Works Department will help maintain winter access to the facility on the District's property, specifically, in regards to clearing snow from Truax Road to the fire station building; and

**WHEREAS**, the County, pursuant to RCW 35.77.020, by resolution of the Board must approve the cooperative agreement between the District and the County prior to the County commencing reimbursable services; and

**WHEREAS**, the Spokane County Engineer recommends the approval of this Interlocal Agreement as it is in the best interest of the public; and

**WHEREAS**, the Board feels that the best interests of the public will be served by entering into said agreement with the District.

**NOW, THEREFORE BE IT RESOLVED** by the Board that the Interlocal Agreement between the District and the County to stockpile materials and equipment on District property, and provide services to the District facility by the Spokane County Public Works Department, as stated in paragraph two above, is approved.

RESOLUTION NO.

**BE IT FURTHER RESOLVED** by the Board that the Interlocal Agreement between the District and the County may be executed by the Chair, or a majority of the Board, at other than an open meeting.

**PASSED AND ADOPTED** this 17th day of April, 2018.

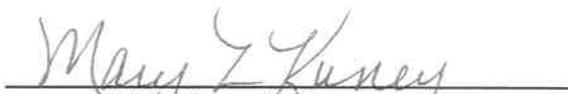


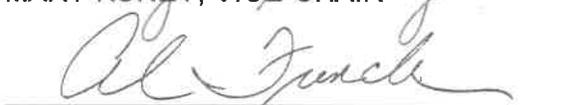
ATTEST:

  
Ginna Vasquez, Clerk of the Board

BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

  
JOSH KERNS, CHAIR

  
MARY KUNEY, VICE-CHAIR

  
AL FRENCH, COMMISSIONER

**INTERLOCAL AGREEMENT**  
**SPOKANE COUNTY FIRE PROTECTION DISTRICT #2**  
**AND**  
**SPOKANE COUNTY**

This Interlocal Agreement (AGREEMENT) is made and entered into by and between SPOKANE COUNTY FIRE PROTECTION DISTRICT #2 (DISTRICT), a Municipal Corporation within the State of Washington, with an address of 17815 East Truax Road, Fairfield, Washington (mailing address of P.O. Box 193, Fairfield WA 99012) and SPOKANE COUNTY (COUNTY), a Political Subdivision of the State of Washington, having offices for the transaction of business at 1116 West Broadway Avenue, Spokane WA 99260. Together, the DISTRICT and the COUNTY are referred to as the PARTIES.

The PARTIES enter into this AGREEMENT pursuant to Chapter 36.80 RCW (Roads and Bridges, Engineer), Chapter 36.82 RCW (Roads and Bridges, Funds, Budget), Chapter 39.34 RCW (Interlocal Cooperation Act), and Chapter 52.12 RCW (Powers, Burning Permits).

The subject of this AGREEMENT is the DISTRICT'S Fire Station #21 facility located at 17815 East Truax Road and identified as Assessor's parcel #52194.9098 (DISTRICT'S PROPERTY). This AGREEMENT allows the COUNTY'S Public Works Department to stockpile road sand material on-site at a mutually agreed upon location, to utilize an electrical power outlet, thereby consuming electricity, for the loader equipment, to access restroom facilities, and to store road maintenance equipment on-site at a mutually agreed upon location on the DISTRICT'S PROPERTY. In exchange, the COUNTY'S Public Works Department will help maintain winter access to the facility on the DISTRICT'S PROPERTY; specifically, in regards to clearing snow from Truax Road to the fire station building.

This AGREEMENT between the PARTIES is entered into this 17th day of April, 2018.

**IT IS MUTUALLY AGREED AS FOLLOWS:**

1. The DISTRICT grants permission to the COUNTY, under provisions of Sections 52.12.021 and 52.12.031 RCW, to stockpile road sand material, access and consume electrical power, access restroom facilities, store maintenance equipment, and help maintain winter access to the fire station building on the DISTRICT'S PROPERTY.
2. The COUNTY may utilize road fund financed services in exchange for use of the DISTRICT'S PROPERTY since road maintenance is a 'proper county road purpose' for which road fund money can be used pursuant to Section 36.82.070 RCW.
3. The DISTRICT, in consideration of the faithful performance by the COUNTY, agrees to allow the COUNTY access to and use of the DISTRICT'S PROPERTY for stockpiling material, access and consumption of electrical power, utilization of restroom facilities, and storing equipment.
4. The DISTRICT hereby grants to the COUNTY, and its authorized agents, contractors, subcontractors, and employees, a right of entry upon the DISTRICT'S PROPERTY to undertake terms of this AGREEMENT or an amendment.
5. The DISTRICT shall defend and hold harmless the COUNTY from claims associated with the COUNTY'S maintenance of winter access to the facility on DISTRICT PROPERTY and the COUNTY shall not be

obligated to pay any claim, judgement, or cost of defense arising from activities associated with maintaining winter access. Nothing in this section, however, shall remove from the COUNTY any responsibility defined by the current laws of the State of Washington or from any liability for damages caused by the COUNTY'S own negligent acts or omissions in performance pursuant to this AGREEMENT or an amendment.

## 6. GENERAL PROVISIONS

- A. Amendment:** This AGREEMENT may be amended or modified only by the mutual agreement of the PARTIES. Such amendments, or any modifications, shall not be binding unless they are in writing and signed by persons authorized to bind each of the PARTIES.
- B. Term of AGREEMENT:** This AGREEMENT will terminate **five years** after its execution by the PARTIES, which date shall be April 17, 2023. The PARTIES may extend the term of this AGREEMENT by mutually executing an amendment which specifies a new termination date.
- C. Termination of AGREEMENT:** This AGREEMENT or an amendment may be terminated by either party for any reason or for no reason, by giving ninety (90) days advance written notice of termination to the other party. Any termination notice delivered pursuant to this section, shall specify the date on which the AGREEMENT or an amendment will be terminated. If this AGREEMENT or an amendment is terminated pursuant to this section, the COUNTY may continue performance pursuant to this AGREEMENT or an amendment through the date of termination. The DISTRICT shall allow the COUNTY to utilize the DISTRICT PROPERTY pursuant to this AGREEMENT or an amendment through the date of termination.

Any termination of this AGREEMENT or an amendment shall not prejudice any rights or obligations accrued to the PARTIES prior to termination.

- D. Independent Contractor:** The COUNTY shall be deemed an independent contractor for all purposes and the employees of the COUNTY, or any of its contractors, subcontractors, consultants, and the employees thereof, shall not in any manner be deemed to be employees of the DISTRICT.
- E. Indemnification:** The COUNTY shall defend, indemnify, and hold harmless the DISTRICT, its officers, officials, employees, and volunteers 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 or an amendment, except for injuries and damages caused by the sole negligence of the DISTRICT.

Should a court of competent jurisdiction determine that this AGREEMENT or an amendment is subject to RCW 4.24.115, then in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the COUNTY and the DISTRICT, its officers, officials, employees, and volunteers, the COUNTY'S liability hereunder shall be only to the extent of the COUNTY'S negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the COUNTY'S waiver of immunity under Title 51 RCW (Industrial Insurance) solely for the purposes of this indemnification. This waiver has been mutually negotiated by the PARTIES.

- F. Acceptance of Liability:** The DISTRICT agrees and accepts full liability for any directions or instructions, whether written or verbal, that the DISTRICT provides to the COUNTY pursuant to the COUNTY'S performance of this AGREEMENT or an amendment.

**G. Insurance:** The COUNTY shall ensure that its contractor, if any, maintains insurance consistent with Section 1-07.18 American Public Works Association [APWA] Local Agency General Special Provisions [GSP] dated January 4, 2016. In addition, the COUNTY must ensure that its contractor, if any, names the DISTRICT as an additional insured pursuant to Section 1-07.18(2) APWA GSP January 4, 2016.

The COUNTY certifies that it is a member of the Washington Counties Risk Pool (the "Pool"), as provided by RCW 48.62.031 and that it is covered by the Pool's Joint Self-Insurance Liability Memorandum of Coverage Document (MLC). Claims submitted under Chapter 4.96 RCW (Actions Against Political Subdivisions, Municipal and Quasi-Municipal Corporations) against the COUNTY, its employees, officers, volunteers, and agents and/or actions in connection with, or incidental to, the performance of this AGREEMENT or an amendment, for which the COUNTY and/or its employees, officers, volunteers, and agents are found to be liable, will be paid by the Pool and/or COUNTY.

The Pool's liability coverage limits of \$10,000,000, per occurrence, exceed limits required by this AGREEMENT or an amendment and commercial excess liability insurance covers all operations and applies over the Pool self-insurance primary policy. The Pool's self-insurance MLC will respond to the same extent as if an insurance policy had been purchased naming the DISTRICT as a named insured.

**H. Survivability:** Sections 6E, 6F, and 6G above, entitled **Indemnification, Acceptance of Liability, and Insurance** respectfully, shall survive the termination of this AGREEMENT or an amendment.

**I. Disputes:** In the event that a dispute arises under this AGREEMENT or an amendment, it shall be resolved as follows.

(1) The DISTRICT and the COUNTY shall each appoint a member to a disputes board. Those two members shall select a third board member not affiliated with either PARTY. The three-member board shall conduct a dispute resolution hearing that shall be informal and unrecorded. An attempt at such dispute resolution in compliance with aforesaid process shall be a prerequisite to the filing of any litigation concerning the dispute.

(2) The PARTIES shall equally share in the cost of the third disputes board member; however, the DISTRICT and the COUNTY shall each be responsible for their own individual costs and fees.

**J. Venue:** If either PARTY deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT or an amendment, the PARTIES agree that any such action or proceedings shall be brought in Spokane County Superior Court. Further, the PARTIES agree that each will be solely responsible for payment of its own attorney's fees, witness fees, and costs.

**K. Audits/Records:** Any records associated with this AGREEMENT or an amendment in support of costs that may be incurred, both direct and indirect, shall be maintained by the COUNTY, consistent with Section 36.80.060 RCW, for a period of six (6) years from the time of performance under the AGREEMENT or an amendment. The DISTRICT shall have full access to any such records and the right to examine said records, during normal business hours, and as often as it deems necessary. Should the DISTRICT require copies of any such records, it agrees to pay the costs thereof. The PARTIES agree that the work performed herein or under an amendment is subject to audit by either or both PARTIES and/or their designated representatives, and/or State of Washington and/or the federal government.

**L. All Writings Contained Herein/Binding Effect:** This AGREEMENT or an amendment contains the terms and conditions agreed upon by the DISTRICT and COUNTY. The DISTRICT and COUNTY

agree that there are no other understandings, oral or otherwise, regarding the subject matter of this AGREEMENT or an amendment. No changes or additions to this AGREEMENT or an amendment shall be valid or binding upon the DISTRICT or COUNTY unless such change or addition is in writing and mutually executed by the PARTIES.

- M. Interpretation:** This AGREEMENT or an amendment has been and shall be construed as having been made and delivered within the State of Washington and it is mutually understood and agreed by each PARTY that this AGREEMENT or an amendment shall be governed by the laws of the State of Washington both as to interpretation and performance. Each PARTY consents to the personal jurisdiction of the Spokane County Superior Court of the State of Washington for all claims, disputes, proceedings, or actions in any way arising under, or relating to, this AGREEMENT or an amendment.
- N. Severability:** The PARTIES agree that if any parts, terms, or provisions of this AGREEMENT or an amendment are held by the courts to be illegal, the validity of the remaining portions or provisions shall not be affected and the rights and obligations of the PARTIES shall not be affected regarding the remainder of the AGREEMENT or an amendment. If it should appear that any part, term, or provision of this AGREEMENT or an amendment conflicts with any statutory provision of the State of Washington, then the part, term, or provision thereof that may be in conflict shall be deemed inoperative and null and void insofar as it may be in conflict therewith and this AGREEMENT or an amendment shall be deemed to be modified to conform to such statutory provision.
- O. Headings:** The section headings appearing in this AGREEMENT or an amendment have been inserted solely for convenience and ready reference. In no way, do they purport to and shall not be deemed to define, limit, or extend the scope or intent of the sections to which they pertain.
- P. No Third-Party Beneficiaries:** Nothing in this AGREEMENT or an amendment is intended to give, or shall give, whether directly or indirectly, any benefit or right, greater than that enjoyed by the general public, to third persons.

## 7. RCW 39.34 REQUIRED CLAUSES

- A. Purpose:** This AGREEMENT or an amendment allows the COUNTY'S Public Works Department to stockpile road sand material on-site at a mutually agreed upon location, to utilize an electrical power outlet, thereby consuming electricity, for the loader equipment, to access restroom facilities, and to store road maintenance equipment on-site at a mutually agreed upon location on the DISTRICT'S PROPERTY. In exchange, the COUNTY'S Public Works Department will help maintain winter access to the facility on the DISTRICT'S PROPERTY; specifically, in regards to clearing snow from Truax Road to the fire station building.
- B. Organization of Separate Entity and Its Powers:** No new or separate legal or administrative entity is created to administer the provisions of this AGREEMENT or an amendment.
- C. Duration:** See Section 6B Term of AGREEMENT.
- D. Termination:** See Section 6C Termination of AGREEMENT.
- E. Property Upon Termination:** All road sand material or equipment stored on the DISTRICT'S PROPERTY by the COUNTY shall belong to the COUNTY and will be removed upon termination of this AGREEMENT or an amendment.

- F. **Responsibilities of the PARTIES:** See various provisions throughout this AGREEMENT.
- G. **AGREEMENT to be Filed:** The COUNTY shall file this AGREEMENT or an amendment with the County Auditor or, in the alternative, place the AGREEMENT or an amendment on the COUNTY'S website or other electronically retrievable public source.
- H. **Financing:** There will no financing associated with this AGREEMENT or an amendment as it is an exchange of service for use between the PARTIES.
- I. **Representatives:** The PARTIES hereby appoint the following individuals as their respective representatives for administering the terms of this AGREEMENT or an amendment.

**Spokane County Fire Protection District #2**

Steve Primmer  
Chairman of the Board

Spokane County Fire Protection District #2  
PO Box 193  
Fairfield, WA 99012

phone: 509-993-0500

**Spokane County**

Chad W. Coles, P.E.  
Spokane County Engineer

Spokane County Public Works  
1026 West Broadway Avenue  
Spokane, WA 99260-0170

509-477-3600

[ccoles@spokanecounty.org](mailto:ccoles@spokanecounty.org)

The PARTIES warrant that the officers executing below have been duly authorized to act for and on behalf of the PARTY for purposes of confirming this AGREEMENT.

In witness, whereof, the PARTIES hereto below have executed this AGREEMENT.

**Spokane County Fire Protection District #2**

Signature:   
Steve Primmer  
Chair, Board of Spokane County Fire Protection District #2

Date: 3-26-18

**Spokane County**

Signature:   
Josh Kerns  
Chair, Board of Spokane County Commissioners

Date: 4-17-2018