

3/8  
**AGENDA DATUM SHEET FOR COUNCIL MEETING OF:** March 4, 1996 703

● For Action  
 ○ For Information

**AGENDA CATEGORY**

- Consent Session
- Policy Session
- Hearings Session
- Mayor/Council Reports

**RECOMMENDATION**

- Accept
- Approve
- Receive
- Deny
- Place on File
- Set Hrg./Review Date for: \_\_\_\_\_
- Defer/Continue To: \_\_\_\_\_
- Pass Ordinance
- Adopt
- Council Direction

Solid Waste Regn'l Solid Waste System Phil Williams 6976 0  
**Name of Submitting Dept** **Contact Person** **Phone Ext.** **0**

**COUNCIL COMMITTEES: APPROVAL DISAPPROVAL**

Public Safety	—	—
Finance	—	—
Public Works	—	—
Neighborhood	—	—

RECEIVED

FEB 22 1996

**NEIGHBORHOOD ASSOCIATION NOTIFIED BY SUBMITTING DEPARTMENT:**

Name of Assn. \_\_\_\_\_  
 Assn. Notified \_\_\_\_\_ Assn. Unidentified \_\_\_\_\_  
 Area Manager \_\_\_\_\_

CITY CLERK'S OFFICE  
 SPOKANE, WA

**ITEM CATEGORY**

- Report
- Contract
- Resolution
- Emergency Ord.
- Final Reading Ord.
- First Reading Ord.
- Mayoral Appointments
- Report of City Manager

Eng./LID # \_\_\_\_\_ Bid # \_\_\_\_\_

Clerk's Files: # OPR 96-202 # \_\_\_\_\_

**AGENDA WORDING:** An interlocal agreement between the City and Spokane County Fire District #10 for fire protection services to the Spokane Regional Solid Waste Facility, Indian Canyon Park and Palisades Park.

**BACKGROUND:** The City and Fire District #10 have been engaged in a lawsuit regarding fire protection services to City property located within Fire District #10's boundaries, including Palisades and Indian Canyon Parks and the SWDP. The lawsuit involved the dispute over the amount of compensation and the time frame for the fire protection services. As part of the settlement of the lawsuit, the City and the Fire District have agreed to enter into this interlocal agreement to provide fire protection services to the above-referenced City property. The agreement calls for payments of \$14,000 per year for 1996, 1997 and 1998, with payments of \$12,000 per year for 1999 and the year 2000.

**RECOMMENDATION:** 1996 Impact \$14,000<sup>00</sup>

**FISCAL IMPACT:** Increase of \$66,000 **BUDGET ACCOUNT #:** 449-0389-148-57190

**ATTACHMENTS:**  On file in Office of City Clerk  Include in Packets

(List Attachments)  
 Agreement not available at time of packet distribution.

**Signatures of submitting officers (sign legibly):**

Phil Williams Tracy B. Reed by sub  
 Department Head Division Director  
Michael J. Piccolo  
 Finance Legal  
[Signature]  
 City Manager

**COUNCIL ACTION:**

APPROVED & CONTRACT AUTHORIZED  
 BY SPOKANE CITY COUNCIL:

MAR - 4 1996

[Signature]  
 SMC/LAE, SPOKANE CITY CLERK  
[Signature]



**DISTRIBUTION AFTER COUNCIL ACTION:**

SWDP - Phil Williams, Dir.  
 Legal - Michael J. Piccolo  
 CCAF

9603130072

FILED  
OPR 96-202  
City Spokane  
MAR 13 9 45 AM '96  
E. BISHOP  
SPokane County Wash.  
DEPUTY

**INTERLOCAL AGREEMENT  
FOR FIRE PROTECTION SERVICES**

**THIS INTERLOCAL AGREEMENT** is made by and between the City of Spokane, a Washington State municipal corporation, whose address is 808 West Spokane Falls Boulevard, Spokane, Washington 99201 (hereinafter referred to as the "City"), and Spokane Fire District #10, a political subdivision of the State of Washington, whose address is W 9921 Trails Road, Spokane, Washington 99205 (hereinafter referred to as the "District" or "Fire District #10"), jointly hereinafter referred to as the "Parties.

**WITNESSETH:**

**WHEREAS**, the District is organized and has authority to provide fire protection services to real property, personal property, improvements and structures located within its jurisdictional limits; and

**WHEREAS**, the City owns real property, personal property, improvements and/or structures located within the jurisdictional limits of the District; and

**WHEREAS**, RCW 52.30.020 authorizes the City and the District to enter into fire protection services for the protection of property owned by the City within the jurisdictional boundaries of the District; and

**WHEREAS**, pursuant to the provisions of RCW Ch. 39.34, the Interlocal Cooperation Act, and RCW 52.30.020, the Parties desire to enter into an Interlocal Agreement for the providing of fire protection services; and

**WHEREAS**, the City and the District had a dispute with regards to the yearly dollar amount to be paid to the District for providing fire protection services to City owned property, and also had a dispute with regards to the years for which fire protection services had been provided; and

**WHEREAS**, the Parties have settled and resolved this dispute, and that the execution of this Interlocal Agreement is in partial settlement of that dispute that had arisen between the Parties with regards to fire protection services; and

**WHEREAS**, the Parties wish to delineate the terms and conditions of compensation to the District for the District providing fire protection services to City property as outlined and set forth in this Agreement.

**NOW THEREFORE**, for the mutual benefits to be derived both to the City and to the District, and under the authority as provided by RCW 52.30.020 and RCW Ch. 39.34, the

Parties mutually agree as follows:

1. **SCOPE OF SERVICE.** The District shall provide fire protection services to the following City property located within the boundaries of the District:

- A. All City park property commonly referred to as Palisades Park and Indian Canyon Park, which shall include all of the real property and all improvements and structures located thereon; and
- B. The Solid Waste Disposal Project Facility, including all land, improvements, structures and equipment associated with the Facility and located within the existing Facility enclosure located at 2900 South Geiger Boulevard.

2. **TERM.** The term of this Agreement shall be from January 1, 1996 through December 31, 2000.

This Agreement shall not be terminated prior to the end of its term (December 31, 2000) without the express written consent of both the District and the City.

3. **COMPENSATION.** As compensation for fire protection services the City shall pay to the District the sum of \$14,000.00 per year for the calendar years 1996, 1997 and 1998. For the calendar years 1999 and 2000, the City shall pay the District the sum of \$12,000.00 per year.

The District shall submit its invoice to the City in January of each year, and the City shall submit its payment for the full annual amount to the District within thirty (30) days of receipt of the invoice. Provided however, for the year 1996, the District shall submit its invoice to the City upon the execution of this Interlocal Agreement, and the City shall pay the invoice for the year 1996 with thirty (30) days of receipt of the invoice.

The annual compensation as provided for herein shall not be reduced for any reason, including but not limited to any reduction in the amount (whether acreage, square footage, value, or type) of City property located within the District's boundaries, including any annexation by the City. Further, the annual contract payments shall not be reduced in the event the City invokes the provisions of RCW 52.30.020 regarding providing fire protection services with City owned staff or equipment.

4. **ADDITIONAL PROPERTY/IMPROVEMENTS.** The City shall be allowed, as provided for herein, to add additional lands, improvements, structures and equipment to the properties protected under this Agreement without additional compensation to the District. The additions to the Solid Waste Disposal Facility shall be limited to any improvements, structures, and equipment to the existing Facility property as enclosed in the existing Facility grounds. Additions to any Park property shall be limited to additional Park lands and related improvements or structures incidental to the current use of the Park property presently associated

with Palisades Park or Indian Canyon Park.

In the event that the City acquires additional property and improvements not provided for in this Agreement, the City reserves the right to invoke the provisions of RCW 52.30.020 regarding the providing of fire protection services with the City's own staff and equipment.

**5. AGREEMENT TO BE FILE.** The City shall file this Agreement with its City Clerk and the Secretary of State of the State of Washington.

**6. ADMINISTRATION.** No new or separate legal or administrative entity is created to administer the provisions of this Agreement.

**7. NOTICES.** All notices, invoices and/or payments shall be sent to the following:

City of Spokane  
c/o Spokane Regional Solid Waste System  
Phil Williams, Director  
7th Floor Municipal Building  
808 West Spokane Falls Boulevard  
Spokane WA 99201

Spokane Fire District #10  
Attn: Fire Chief Richard Gormley  
West 9921 Trails Road  
Spokane WA 99205

**8. LIABILITY.** In the performance of this contract, the District is an independent entity and the Districts, its officers, employees and agents shall not be considered to be employees or agents of the City.

The City shall defend, indemnify and hold harmless the District from any liability, loss, cost or expense claimed by third parties for property damage and bodily injury, including death, caused by any act or omission of the City, its employees or agents in connection with this Agreement.

In the performance of this contract, the City is an independent entity, and the City, its officers, employees, elected representatives, and agents shall not be considered to be employees or agents of the District.

The District shall defend, indemnify and hold harmless the City from any liability, loss, cost or expense claimed by third parties for property damage and bodily injury, including death, caused by any act or omission of the District, its employees or agents in connection with this Agreement.

0000 9. **OTHER AGREEMENTS.** By entering into this Agreement, the Parties specifically agree to terminate all other fire protection agreements between the Parties, including the fire protection contract entered into on July 2, 1991. Provided however, this Agreement does not affect, alter or amend any existing mutual aid agreement or mutual response agreement entered into between the Parties, or entered into between the Parties and any other fire district or fire department. This Agreement does not affect the right or authority of the District to regulate open burning as provided by RCW 52.12.108.

10. **MISCELLANEOUS.**

- A. **Non-Waiver.** No waiver by either party of any of the terms of this Agreement shall be construed as a waiver of the same or other rights of that party in the future.
- B. **Headings.** Headings are inserted for convenience, and are a reference only and are not to be deemed part of or to be used in construing this Agreement.
- C. **Entire Agreement.** This Agreement contains the entire understanding of the Parties. No representations, promises, or agreements not expressed herein have been made to induce either party to sign this Agreement. Provided however, this Agreement shall be read in conjunction with the Settlement Agreement entered into between the Parties in Spokane County Superior Court, Cause No. 93-2-00390-5.
- D. **Modification.** No modification or amendment to this Agreement shall be valid until put in writing and signed by both parties with the same formalities as this Agreement.
- E. **Assignment.** Neither party may assign its interest in this Agreement without the express written consent of the other party.
- F. **Serviceability.** In the event any portion of this Agreement should become invalid or unenforceable, the rest of the Agreement shall remain in full force and effect.
- G. **Compliance with Laws.** The Parties shall observe all federal, state and local laws, ordinances and regulations, to the extent that they may be applicable to the terms of this Agreement.
- H. **Non-discrimination.** In the performance of this Agreement, the Parties shall not discriminate on the basis or race, color, sex, religion, national origin, creed, martial status, age, or the presence of any sensory, mental or physical handicap in employment or application for employment, or in the administration or delivery of services or any other benefits under this Agreement.

I. **Venue Stipulation.** This Agreement shall be construed under the laws of the State of Washington. Any action at law, suit in equity, or jurisdictional proceeding shall be instituted only in courts of competent jurisdiction with Spokane County, Washington.

SIGNED on this 8th day of March, 1996.

CITY OF SPOKANE

By: [Signature]  
City Manager

Attest:

[Signature]  
Acting City Clerk

SPOKANE FIRE DISTRICT #10

[Signature]  
Commissioner

[Signature]  
Commissioner

[Signature]  
Commissioner

Attest:

[Signature]  
Secretary

Approved as to form:

[Signature]  
MICHAEL J. PICCOLO  
Assistant City Attorney  
Attorney for City of Spokane

Approved as to form:

ESPOSITO, TOMBARI, GEORGE  
TOPLIFF & CAMPBELL, P.S.

By: [Signature]  
RICHARD M. GEORGE  
Attorney for Fire District #10