

RESOLUTION NO. **22 - 0589**

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING AN)
INTERLOCAL AGREEMENT BETWEEN THE)
CITY OF AIRWAY HEIGHTS AND SPOKANE)
COUNTY TO PERFORM CERTAIN SIGNAL)
MAINTENANCE SERVICES WITHIN THE)
BOUNDARIES OF THE CITY OF AIRWAY)
HEIGHTS)

RESOLUTION

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 39.34 RCW, Chapter 35.77 RCW, and Chapter 47.24 RCW, the City of Airway Heights ('the City') and Spokane County ('the County'), (collectively the 'Parties'), may enter into a cooperative Interlocal Agreement wherein the Parties can clearly identify what role each jurisdiction is to have regarding certain maintenance services within the boundaries of the City of Airway Heights; and

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

WHEREAS, the Spokane County Engineer recommends the approval of this Interlocal Agreement (attached as Attachment A, and incorporated herein by reference) as it is in the best interest of the public; and

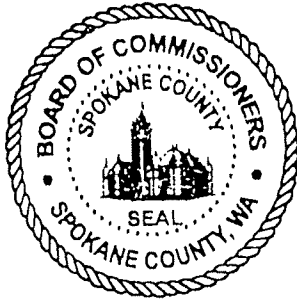
WHEREAS, the Board feels that the best interests of the public will be served by entering into said agreement with the District.

NOW, THEREFORE BE IT RESOLVED by the Board that the Interlocal Agreement between the City and the County to provide Public Works services, including but not limited to projects and maintenance as outlined in Attachment A, within the City limits by the Spokane County Public Works Department is approved.

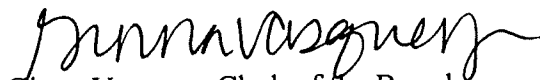
BE IT FURTHER RESOLVED by the Board that the Interlocal Agreement between the City and the County may be executed by the Chair, or a majority of the Board, at other than an open meeting.

PASSED AND ADOPTED this 6th day of September 2022.

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON



ATTEST:


Ginna Vasquez, Clerk of the Board


MARY L. KUNEY, Chair


AL FRENCH, Vice-Chair


JOSH KERNS, Commissioner

Return to:

INTERLOCAL AGREEMENT BETWEEN THE CITY OF AIRWAY HEIGHTS AND
SPOKANE COUNTY FOR SIGNAL MAINTENANCE SERVICES

THIS AGREEMENT, made and entered into this 6th day of September,
by and between **Spokane County**, a political subdivision of the State of Washington, having
offices for the transaction of business at 1116 West Broadway, Spokane, Washington 99260,
hereinafter referred to as "COUNTY," and the **City of Airway Heights**, a municipal corporation
of the State of Washington, having offices for the transaction of business at 1208 S Lundstrom St,
Airway Heights, WA 99001, hereinafter referred to as "CITY," jointly hereinafter referred to as
the "Parties."

WITNESSETH:

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

WHEREAS, the City of Airway Heights owns public roads with traffic devices that
require maintenance and/or other improvements; and

WHEREAS, the City of Airway Heights desires to provide maintenance for traffic control
services to include signals for its residents; and

WHEREAS, the City of Airway Heights does not have the organization and personnel to
provide such services at the present time; and

WHEREAS, chapter 39.34 RCW (Interlocal Cooperation Act), authorizes counties and
cities to contract with each other to perform certain functions which each may legally perform;
and

WHEREAS, the City of Airway Heights desires to employ the services of Spokane County to perform certain signal maintenance services within the boundaries of the City of Airway Heights.

NOW THEREFORE for and in consideration of the mutual promises set forth hereinafter, the Parties do mutually agree as follows:

SECTION 1: BASE LEVEL SERVICES

The COUNTY will provide signal maintenance services, as identified in Exhibit "1", within the CITY limits.

SECTION NO. 2: COUNTY AND CITY COORDINATION

- 2.1 The COUNTY will identify a liaison for signal maintenance services to handle operational activities related to basic services. The CITY will identify a liaison for the same purpose. The liaisons will coordinate regularly to review the performance of this Agreement.
- 2.2 Emergency work to protect public safety and/or property will be handled as the COUNTY liaison deems necessary. Emergency work may include, but is not limited to, repair of traffic signal malfunctions. The CITY liaison will be informed and involved in the incident as soon as practicable.
- 2.3 Non-emergency requests will be referred to the CITY. The CITY will be responsible for prioritizing requests.

SECTION NO. 3: COMPENSATION

3.1 Costs:

In consideration for services provided by COUNTY as set forth herein, CITY shall pay COUNTY for all costs, both direct and indirect, (including but not limited to labor, employee benefits, equipment rental, materials and supplies, utilities and permits) incurred in providing the services provided herein.

3.2 Billing:

- a. COUNTY will bill CITY monthly for the actual cost of providing basic and emergency services;
- b. Payments are due within 30 days of invoicing by COUNTY.

3.3 Extraordinary Costs:

CITY shall be responsible for any extraordinary costs resulting from CITY'S decision to modify services.

SECTION NO. 4: CITY RESPONSIBILITIES

In support of COUNTY providing the services described in Section No. 1 above, CITY does hereby confer the authority on COUNTY to perform the traffic services within the city limits for the purposes of carrying out this Agreement;

SECTION NO. 5: AUDITS AND INSPECTIONS

The records and documents with respect to all matters covered by this Agreement shall be subject to inspection, review, or audit by COUNTY or CITY during the term of this Agreement and three (3) years after termination or expiration.

SECTION NO. 6: INDEMNIFICATION AND HOLD HARMLESS

Each party shall indemnify and hold the other, its officers, employees, and agents harmless from and against any and all claims, demand, orders, decrees and judgments for injuries, death, damage and expenses to any person or property caused by or resulting from any act or omission of negligence or willful misconduct on the part of said party or its employees or agents in connection with the services to be performed under the terms of this Agreement.

SECTION NO. 7: DURATION

7.1 COUNTY shall commence providing services as set forth in Section No. 1 herein upon execution of this agreement by both parties for an initial period of five (5) years. This agreement will automatically renew for additional five (5) year periods unless either party gives written notice to the other party at least sixty (60) days in advance of the automatic renewal.

7.2 Either party may terminate this Agreement for any reason whatsoever upon sixty (60) days' written notice to the other party.

SECTION NO. 8: VENUE STIPULATION

This agreement 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 shall be governed by the laws of the State of Washington, both as to interpretation and performance.

SECTION NO. 9: ASSIGNMENT

Each party to this Agreement binds itself, its successors and assigns of each other party with respect to all covenants of this Agreement. Neither party may assign, or transfer in whole or in part its interest in this Agreement without the express written consent of the other party.

SECTION 10: MODIFICATION

No change, addition or erasure of any printed portion of this Agreement shall be valid or binding upon the other party. There shall be no modification of this Agreement, except in writing executed with the same formalities as this present instrument.

SECTION NO. 11: SEVERABILITY

- 11.1 It is understood and agreed by the Parties that if any parts, terms or provisions of this Agreement 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 in regard to the remainder of the Agreement.
- 11.2 If it should appear that any part, term or provision of this Agreement is in conflict 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 shall be deemed to modify to conform to such statutory provision.

SECTION NO. 12: HEADING

The section headings appearing in this Agreement have been inserted solely for the purpose of 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.

SECTION NO. 13: ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties. Both Parties have read and understand the whole of the above Agreement and now state that no representations, promises or agreements not expressed in this Agreement have been made to induce either to execute the same.

IN WITNESS WHEREOF, the Parties have caused this agreement to be executed on date and year set forth herein above.

Sept. 6, 2022



ATTEST:

Mary L. Koney
MARY L. KONEY, Chair

Al French
AL FRENCH, Vice-Chair

Ginna Vasquez
Ginna Vasquez, Clerk of the Board

Josh Kerns
JOSH KERNS, Commissioner

CITY OF Arroyo Heights

By: Alhat Trapp

Attest: Kim J. Oak

Approved as to form:

Dave J. [Signature]