

**City of Deer Park
City Council Agenda
April 06, 2016
7:00 p.m.**

This preliminary agenda is subject to change in order to conduct business in a timely manner.

1. Call to Order

Roll Call: Mayor Robert Whisman
Councilmember's: Dee Cragun, Mary Babb, Tim Verzal,
Don Stevens and Joe Polowski
Clerk/Treasurer: Deby Cragun

2. Invocation

3. Pledge of Allegiance & Welcome

4. Approval of Agenda

5. Approval of March 16, 2016 regular council meeting minutes

6. New Business

- A. Deer Park Municipal Airport Advisory Board BY-LAWS
- B. Agreement for Professional Services A.I.P. 3-53-0022-022 ~ J-U-B Engineers, Inc.
- C. Task Order 2016-02 Amendment No. 1 Deer Park Meadows Construction – Phase 1 ~ J-U-B Engineers, Inc.

7. Resolutions

- A. Resolution 2016-002 ~ Naming US 395 for Congressman Thomas S. Foley
- B. Resolution 2016-003 ~ WSDOT Ad Guaranteeing Grant Match Money Availability

8. Ordinances First Reading

- A. Ordinance 2016-960 ~ Adding New Section 2.64.025 Creating Alternate to Airport Board

9. Consent Agenda

- A. Approval of Voucher Claim Check Nos. 34743 through 34781 including EFT Debits in the amount of \$105,568.71 for the last half of March 2016.
- B. Approval of Payroll Check Nos. 12130 through 12158 including 941 Taxes in the amount of \$88,613.38 for the month of March 2016.
- C. Deer Park Municipal Airport Use Agreement ~ Spokane County Sheriff
- D. Deer Park Municipal Airport Use Agreement ~ Inland Northwest Region/ PCA

10. Interested Citizens: Oral Communications, Requests, Comments from Audience

11. Report of Officers

Homeless Services Available in Spokane County ~ Mayor Whisman

12. Executive Session

A. Acquisition of Real Estate (RCW 42.30.110)

13. Adjournment

**City of Deer Park
City Council Minutes
March 16, 2016**

Mayor Whisman called the meeting to order at 7:00 p.m.

ROLL CALL

Mayor Whisman called roll and the following were:

Present: Councilmember's: Dee Cragun, Mary Babb, Tim Verzal,
Don Stevens and Joe Polowski

Staff: Roger Krieger and Brian Ramsden

Airport Manager: Darold Schultz, Schultz's Aviation, L.L.C.

Fire Chief District #4 Randy Johnson

Planning Comm. Chair Ella Harper

Clerk/Treasurer: Deby Cragun

Audience: 5

2. Invocation

Ron Nelson from the Youth Center gave the invocation.

3. Pledge of Allegiance & Welcome

4. Approval of Agenda

Mayor Whisman requested to remove items A and B under New Business and place them on the April 6, 2016 Agenda.

IT WAS MOVED BY CRAGUN, SECONDED BY VERZAL; MOTION CARRIED (5-0) TO APPROVE THE AGENDA AS AMENDED.

5. Approval of March 2, 2016 regular council meeting minutes

IT WAS MOVED BY CRAGUN, SECONDED BY POLOWSKI; MOTION CARRIED (5-0) TO APPROVE THE March 2, 2016 REGULAR COUNCIL MEETING MINUTES AS PRESENTED.

6. New Business

A. ~~Eagle Scout Presentation ~ Trae H. Taylor~~

B. ~~Deer Park Municipal Airport Advisory Board BY-LAWS~~

C. Deer Park Municipal Airport Lease Plan Update

Roger Krieger and Darold Schultz reviewed the Deer Park Municipal Airport Lease Plan Update.

Following discussion,

IT WAS MOVED BY CRAGUN, SECONDED BY VERZAL, TO:

APPROVE THE DEER PARK AIRPORT LEASE PLAN UPDATE.

MOTION CARRIED 5-0.

7. Resolutions

No Resolutions

8. Ordinances

No Ordinances

9. Consent Agenda

Items listed below were distributed to Council Members in advance for study and were enacted with one motion.

IT WAS MOVED BY CRAGUN, SECONDED BY BABB; MOTION CARRIED (5-0) TO APPROVE THE CONSENT AGENDA.

- A. Approval of Voucher Claim Check Nos. 34710 through 34742 including EFT Debits in the amount of \$136,129.27 for the first half of March 2016.
- B. Declaring Surplus Property from Airport Inventory and Approving Disposal Method.
- C. Deer Park Municipal Airport Use Agreement ~ Autosports NW.

10. Interested Citizens: Oral Communications, Requests, Comments from Audience

There were no comments.

11. Report of Departments

Roger Krieger briefed the Council on the project applications he has been working on following up adoption of the Water Comprehensive Plan and items within the Wastewater Comprehensive Plan.

Brian Ramsden stated he and his crew have been busy with clean up at the city parks, as well as, street sweeping and road grading.

Darold Schultz stated Aerospray completed their recertification for aerial firefighting last week. He also stated the siding work on the Airport Administration Building continues.

Ella Harper stated the Planning Commission hasn't been too busy, they are waiting on a draft from JUB for the Dyke Project.

Randy Johnson stated Fire District 4 is working with DNR to host a Fire Training Academy to be held at the Deer Park High School. This Fire Camp should bring an influx of 300 to 500 people.

12. Report of Officers

Councilmember Verzal stated there was a new Miss Deer Park crowned over the weekend. Her name is Esther Goodner.

Mayor Whisman stated he and Roger Krieger attended the Chamber Luncheon on Tuesday. He also stated that Doug Knight was in the office and they are getting ready to break ground for their new building.

13. Executive Session

There was no executive session.

14. Adjournment

There being no further business before the Council, Mayor Whisman adjourned the meeting at 7:36 P.M.

Mayor Robert Whisman

Deby Cragun, City Clerk/Treasurer

**Deer Park Municipal
Airport
Advisory Board
BY-LAWS**
Amended February , 2016

ARTICLE I: General Purpose

The purpose for which this Board is formed is defined in Revised Code of Washington (RCW) 35A.21.160 and City of Deer Park Ordinance 2002-786. **Municipal Code Chapter 2.64.**

ARTICLE II: Membership

Section 1: The Advisory Board shall be composed of seven directors, four of whom are resident citizens of the City of Deer Park, and three are at-large members. **No more than two directors may be airport lessees.** ~~one of which may be an airport lessee. At the discretion of the Mayor, two alternate members shall be appointed. One shall be a citizen of the City of Deer Park, one shall be at large.~~

Section 2: Terms of service shall be four years or the remaining years of an unexpired term to which the director is appointed. Terms shall run from January 1st of the year of appointment. No more than three terms may expire in the same year. Any director who wishes to extend membership beyond the initial appointment shall submit an application for re-appointment and shall be considered with other applicants. The Board shall recommend applicants to the Mayor for appointment and confirmation by the Council.

Section 3: Directors shall serve without compensation

Section 4. Directors may resign from the Board at any time upon written notice addressed to the Mayor of the City of Deer Park.

Section 5. Any Director who misses three consecutive regularly scheduled meetings without notification of reason shall be deemed to have resigned from the Board and a new appointee shall be sought. *This section shall not apply to alternate members.*

Section 6. Notification of vacancy on Board shall be published in the local newspaper of record, plus other media as deemed desirable by the Board.

ARTICLE III Board Meetings

Section 1. Meetings shall be held monthly on regularly scheduled dates and times established by the Board. Notice of special meetings shall be given according to statute.

The Chairperson may schedule an Executive Board meeting as needed.

These by-laws may be repealed or amended or new by-laws may be adopted at any meeting of the Board of Directors and ratified by the Deer Park City Council membership at the next meeting.

FAA AGREEMENT FOR PROFESSIONAL SERVICES
SRE Procurement and Environmental Evaluation, A.I.P. 3-53-0022-022
Deer Park Municipal Airport, Washington

THIS AGREEMENT is made as of the _____ day of _____ 2016 by and between, City of Deer Park, P.O. Box F, Deer Park, WA 99006 hereinafter referred to as the CLIENT, and J-U-B ENGINEERS, Inc., W. 422 Riverside, Suite 304, Spokane, Washington, 99201, hereinafter referred to as J-U-B.

WHEREAS, the CLIENT intends to make certain improvements and/or modifications to the Deer Park Municipal Airport consisting of the following:

Procure Snow Removal Equipment and conduct an Environmental Evaluation for future Runway 16/34 flightline development.

Hereinafter referred to as the PROJECT:

WITNESSETH

For and in consideration of the mutual covenants and promises between the parties hereto, it is agreed:

ARTICLE 1
J-U-B'S SERVICES

1.01 BASIC SERVICES

J-U-B agrees to perform or furnish professional engineering services in relation to the PROJECT, including normal civil engineering services related thereto, as set forth in Attachment 1 – Scope of Services consistent with the applicable Standard of Care.

1.02 SCHEDULE OF SERVICES TO BE PERFORMED

J-U-B will perform said Services as follows:

Services are anticipated to be completed by March 31, 2017.

This schedule shall be equitably adjusted as the PROJECT progresses, allowing for changes in scope, character or size of the PROJECT requested by the CLIENT or for delays or other causes beyond J-U-B's control.

This Agreement shall be effect from March 1, 2016 to March 31, 2017. In the event the services described will not be completed during the term of this Agreement the Agreement shall be amended.

1.03 ADDITIONAL SERVICES

When authorized in writing by the CLIENT, J-U-B agrees to furnish, or obtain from others, additional professional services in connection with the PROJECT, as set forth below and as otherwise contained within this Agreement:

- A. Provide other services not otherwise provided for in this Agreement, including services normally furnished by the CLIENT as described in Article 2, CLIENT'S RESPONSIBILITIES.
- B. Provide services as an expert witness for the CLIENT in connection with litigation or other proceedings involving the PROJECT.
- C. Assist or extend services as a result of strikes, walkouts, or other labor disputes, including acts relating to settlement of minority group problems.
- D. Mitigation work identified in the environmental review.

- E. Assist the CLIENT in resolving disputes over claims, bankruptcy, legal complaints or default of the Contractor.

ARTICLE 2 CLIENT'S RESPONSIBILITIES

2.01 CLIENT'S RESPONSIBILITIES

The CLIENT shall Furnish the following services at the CLIENT'S expense and in such a manner that J-U-B may rely upon them in the performance of its services under this AGREEMENT:

- A. Designate, in writing, a person authorized to act as the CLIENT'S contact. The CLIENT or his designated contact shall receive and examine documents submitted by J-U-B to determine acceptability of said documents, interpret and define the CLIENT'S policies, and render decisions and authorizations in writing promptly to prevent unreasonable delay in the progress of J-U-B's services.
- B. Make available to J-U-B all technical data that is in the CLIENT'S possession, including maps, surveys, property descriptions, borings, and other information required by J-U-B and relating to his work.
- C. Hold promptly all required special meetings, serve all required public and private notices, receive and act upon all protests and fulfill all requirements necessary in the development of the PROJECT and pay all costs incidental thereto.
- D. Provide legal, accounting and insurance counseling services necessary for the PROJECT: Legal review of the construction Contract Documents; and such writing services as the CLIENT may require to account for the expenditure of construction funds.
- E. Furnish permits and approvals from all governmental authorities having jurisdiction over the PROJECT and from others as may be necessary for completion of the PROJECT.
- F. The CLIENT agrees to cooperate with J-U-B in the approval of all plans, reports and studies, and shall make a timely decision in order that no undue expense will be caused J-U-B because of lack of decisions. If J-U-B is caused extra drafting or other expense due to changes ordered by the CLIENT after the completion and approval of the plans, reports, and studies, J-U-B shall be equitably paid for such extra expenses and services involved.
- G. Guarantee full and free access for J-U-B to enter upon all property required for the performance of J-U-B's services under this AGREEMENT.
- H. Give prompt written notice to J-U-B whenever the CLIENT observes or otherwise becomes aware of any defect in the PROJECT or other event that may substantially affect J-U-B's performance of services under this AGREEMENT.
- I. Promptly prepare and submit reimbursement requests to funding agencies.
- J. Compensate J-U-B for services promptly rendered under this AGREEMENT.
- K. Obtain bids or proposals from contractors for work relating to the PROJECT and bear all costs relating thereto.

ARTICLE 3 J-U-B'S COMPENSATION

3.01 BASIC SERVICES COMPENSATION

J-U-B shall provide services in connection with the terms and conditions of this Agreement, and the CLIENT shall compensate J-U-B therefore as follows:

- A. SRE Procurement Services and Environmental Evaluation. The CLIENT shall compensate J-U-B for Section(s) 1.01.A and 1.01.B in Attachment 1 on the basis of a lump sum amount of Fifty One

Thousand, Nine Hundred Ten Dollars and No Cents (51,910.00). See Attachment 2 for a detailed cost breakdown.

- B. For Cultural Resources Consultant Services (if necessary). The CLIENT shall compensate J-U-B for Section 1.01.B in Attachment 1 for Cultural Resources Consultant Services only on the basis of a lump sum amount of Two Thousand, Nine Hundred Seventy Dollars and No Cents (\$2,970.00).

Partial payment shall be made for the services performed as the work under this AGREEMENT progresses. Such payment is to be made monthly based on the itemized statements, invoices, or other evidences of performance furnished to and approved by the CLIENT. All claims for payment will be submitted in a form compatible with current practices and acceptable to the CLIENT. Partial payments will include payroll costs, payroll burden and general and administrative overhead, and out-of-pocket expense, plus that portion of the fixed fee which its percentage of completion bears to the total cost of the fully completed work under this AGREEMENT. The CLIENT shall make full payment of the value of such documented monthly service as verified on the monthly statement.

3.02 ADDITIONAL SERVICES

In addition to any and all compensation hereinabove, the CLIENT shall compensate J-U-B for Additional Services, Section 1.03, under a supplemental agreement. These additional services are to be performed or furnished by J-U-B only upon written authorization by the CLIENT.

3.03 COMPENSATION ADJUSTMENT

Not used.

3.04 ADDITIONAL CONDITIONS OF COMPENSATION

The CLIENT and J-U-B further agree that:

- A. Progress payments shall be made in proportion to services rendered as indicated within this Agreement and shall be due and owing within thirty (30) days of J-U-B's submittal of a monthly statement. Any monies not paid after 30 days when due under this AGREEMENT shall bear a finance charge at the rate of one percent (1%) per month on the balance, until paid.
- B. If the CLIENT fails to make monthly payments due J-U-B, J-U-B may, after giving ten (10) days written notice to the CLIENT, suspend services under this Agreement.
- C. If the PROJECT is delayed, or if J-U-B's service for the PROJECT is delayed or suspended for more than three (3) months for reasons beyond J-U-B's control, J-U-B may, after giving seven (7) days written notice to the CLIENT, terminate this Agreement and the CLIENT shall compensate J-U-B in accordance with the termination provisions contained hereafter in this Agreement.
- D. No deductions shall be made from J-U-B's compensation on account of penalty, liquidated damages, or other sums that may be withheld from payments to Contractors.

ARTICLE 4 GENERAL PROVISIONS

4.01 OWNERSHIP OF DOCUMENTS

Upon the request of the CLIENT, J-U-B shall furnish the CLIENT copies of all maps, plots, drawings, estimate sheets, and other contract documents required for the PROJECT provided J-U-B has been paid in full for the work. Upon the request of the CLIENT and the completion of the work specified herein, all material documents acquired or produced by J-U-B in conjunction with the preparation of the plans shall be delivered to and become the property of the CLIENT providing no future use of said documents or portions thereof shall be made by the CLIENT with J-U-B's name or that of J-U-B ENGINEERS, Inc., attached thereto. Final submittal of J-U-B's work product shall be in hard-copy format and no electronic design files will be submitted as part of the PROJECT, unless expressly requested.

Reuse of any of the above-said documents by the CLIENT on extensions of this PROJECT or on any other project without written permission of J-U-B shall be at the CLIENT'S risk, and the CLIENT agrees to defend, indemnify, and hold harmless J-U-B from all claims, damages, and expenses including attorney's fees arising out of such unauthorized reuse of said documents by the CLIENT or by others acting through the CLIENT.

J-U-B shall retain an ownership interest in PROJECT documents that allows their reuse of non-proprietary information on subsequent projects at J-U-B's sole risk.

4.02 DELEGATION OF DUTIES

Neither the CLIENT nor J-U-B shall delegate, assign, sublet or transfer his duties under this Agreement without the written consent of the other.

4.03 TERMINATION (2 CFR §200 Appendix II (B))

The CLIENT and J-U-B reserve the right to terminate this Agreement at any time, upon a seven (7) days written notice, should any of the following events occur:

- A. The CLIENT may, by written notice, terminate this contract in whole or in part at any time, either for the convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services must be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the CLIENT.
- B. If the termination is for the convenience of the CLIENT, an equitable adjustment in the contract price will be made, but no amount will be allowed for anticipated profit on unperformed services.
- C. If the termination is due to failure to fulfill the J-U-B's obligations, the CLIENT may take over the work and prosecute the same to completion by contract or otherwise. In such case J-U-B is liable to the CLIENT for any additional cost occasioned to the CLIENT thereby.
- D. If, after notice of termination for failure to fulfill contract obligations, it is determined that J-U-B had not so failed, the termination will be deemed to have been effected for the convenience of the CLIENT. In such event, adjustment in the contract price will be made as provided in paragraph B of this clause.
- E. If the CLIENT fails to make regular progress payments for work completed.

The rights and remedies of the CLIENT provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

The drawings, specifications, reports, and related project documents shall become the property of the CLIENT.

4.04 GENERAL

- A. Should litigation occur between the two parties relating to the provisions of this Agreement, court costs and reasonable attorney fees incurred shall be borne by their own party.
- B. Neither party shall hold the other responsible for damage or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees and agents.
- C. In the event any provisions of this AGREEMENT shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One (1) or more waivers by either party or any provision, term, condition, or covenant shall not be construed by the other party as a waiver of subsequent breach of the same by the other party.
- D. J-U-B shall render its services under this AGREEMENT in accordance with generally accepted professional practices and Standard of Care. J-U-B makes no other warranty for the work provided under this AGREEMENT.

- E. Any opinion of the estimated construction cost prepared by J-U-B represents its judgment as a design professional and is supplied for the general guidance of the CLIENT. Since J-U-B has no control over the cost of labor and material, or over competitive bidding or market conditions, J-U-B does not guarantee the accuracy of such opinions as compared to Contractor bids or actual costs to the CLIENT.
- F. In soils investigation work and determining subsurface conditions for the PROJECT, the characteristics may vary greatly between successive test points and sample intervals. J-U-B will coordinate this work in accordance with generally accepted engineering practices and makes no other warranties, expressed or implied, as to the professional advice furnished by others under the terms of this AGREEMENT.
- G. Any notice or other communications required or permitted by this contract or by law to be served on, given to, or delivered to either party hereto by the other party shall be in writing and shall be deemed duly served, given, or delivered when personally delivered to the party to whom it is addressed or, in lieu of such personal service, when deposited in the United States mail, certified mail, return receipt requested, addressed to the CLIENT at PO Box F Deer Park, WA 99006 and to J-U-B at W. 422 Riverside, Suite 304, Spokane, Washington, 99201. Either party, the CLIENT or J-U-B, may change his address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.

4.05 BREACH OF CONTRACT TERMS (49 CFR Part 18.36)

This provision is required in all contracts that exceed the simplified acquisition threshold, presently set at \$100,000.

Any violation or breach of terms of this contract on the part of J-U-B or their subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

4.06 MEDIATION BEFORE LITIGATION

In an effort to resolve any conflicts that arise during the design and construction of the PROJECT or following the completion of the PROJECT, the CLIENT and J-U-B agree that all disputes between them arising out of or relating to this AGREEMENT or the PROJECT, except for the payment of J-U-B's fees, shall be submitted to nonbinding mediation as a condition precedent to litigation unless the parties mutually agree otherwise. The CLIENT further agrees to include a similar mediation provision in all agreements with independent contractors and consultants on the PROJECT, and also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators on the PROJECT, thereby providing for mediation as the primary method for dispute resolution among the parties to all those agreements.

This Contract shall be governed by and interpreted under the laws of the State of Washington. The parties agree that in the event it becomes necessary to enforce any of the terms and conditions of this Contract that the form, venue and jurisdiction in that particular action shall be in Spokane County, Washington.

4.07 EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement between the CLIENT and J-U-B and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the CLIENT and J-U-B.

**ARTICLE 5
SPECIAL PROVISIONS**

5.01 INSURANCE AND INDEMNITY

- A. J-U-B's Insurance. J-U-B agrees to procure and maintain, at its expense, Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damages, and Professional Liability Insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Contract caused by negligent acts, errors, or omissions for which J-U-B is legally liable, subject to and limited by the provisions in Subsection 5.01D, "Allocation of Risks", if any. J-U-B shall deliver to the CLIENT, prior to execution of the AGREEMENT by the CLIENT and prior to commencing work, Certificates of Insurance, identified on their face as the Agreement Number to which applicable, as evidence that policies providing such coverage and limits of insurance are in full force and effect. J-U-B shall acquire and maintain statutory workmen's compensation coverage. Thirty (30) days advance notice will be given in writing to the CLIENT prior to the cancellation, termination, or alteration of said policies of Insurance.
- B. Indemnification by J-U-B. To the fullest extent permitted by law, J-U-B shall indemnify and hold harmless CLIENT, and CLIENT's officers, directors, partners, agents, consultants, and employees from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of CLIENT, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the PROJECT, provided that any such claim cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting there from, but only to the extent caused by any negligent act, error, or omission of J-U-B or J-U-B's officers, directors, partners, employees, or Consultants. The indemnification provision of the preceding sentence is subject to and limited by the provisions agreed to by CLIENT and J-U-B in Subsection 5.01D, "Allocation of Risks," if any.
- C. Indemnification by CLIENT. To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless J-U-B, J-U-B's officers, directors, partners, agents, employees, and Consultants from and against any and all claims costs, losses, and damages (including but not limited to all fees and charges of J-U-B, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the PROJECT, provided that any such claim cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting there from, but only to the extent caused by any negligent act, error, or omission of CLIENT or CLIENT's officers, directors, or employees, retained by or under contract to the CLIENT with respect to this AGREEMENT or to the PROJECT.
- D. Allocation of Risks. The CLIENT and J-U-B have discussed the risks, rewards and benefits of the project and the design professional's total fee for services. The risks have been allocated such that the CLIENT agrees that, to the fullest extent permitted by law, J-U-B's total liability to the CLIENT for any and all injuries, claims, losses, expenses, damages or claims expenses arising out of this agreement from any cause or causes, shall not exceed the total amount of One Million Dollars (\$1,000,000). Such causes include, but are not limited to J-U-B's negligence, errors, omission and strict liability. Neither CLIENT nor J-U-B shall be responsible for incidental, indirect, or consequential damages.
- E. J-U-B reserves the right to obtain the services of other consulting engineers and consultants experienced in airport work to prepare and execute a portion of the work that relates to the PROJECT.
- F. Nothing contained in this agreement shall create a contractual relationship with or a cause of action in favor of a third party against J-U-B.

5.02 CERTIFICATION OF J-U-B AND CLIENT

- A. The CLIENT and J-U-B hereby certify that J-U-B has not been required, directly or indirectly, as an expressed or implied condition in connection with obtaining or carrying out this contract, to:
 - 1. employ or retain, or agree to employ or retain, any firm or persons; or
 - 2. pay, or agree to pay, to any firm, person or organization, any fee, contribution, donation or consideration of any kind.
- B. A signed "Certificate for Contracts, Grants, Loans, and Cooperative Agreements" is included with this agreement.

5.03 SUCCESSORS AND ASSIGNMENTS

- A. The CLIENT and J-U-B each binds himself, his partners, successors, executors, administrators and assigns to the other parties to this Agreement, and to the successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement.
- B. It is understood by the CLIENT and J-U-B that the FAA is not a party to this Agreement and will not be responsible for engineering costs except as should be agreed upon by the CLIENT and the FAA under a Grant Agreement for the PROJECT.
- C. This Agreement may not be assigned except upon written consent of the CLIENT.

ARTICLE 6 FEDERAL ASSURANCES

6.01 CIVIL RIGHTS GENERAL

J-U-B agrees that it will comply with pertinent statutes, Executive Orders, and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap, be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the CLIENT or its transferee for the period during which Federal assistance is extended to the airport.

This provision binds the J-U-B from the selection period through the completion of the contract.

6.02 CIVIL RIGHTS TITLE VI ASSURANCES

During the performance of this contract, J-U-B, for itself, subconsultants, its assignees and successors in interest, agrees as follows:

- A. Compliance with Regulations. J-U-B will comply with the Title VI list of Pertinent Nondiscrimination Statutes and Authorities as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- B. Nondiscrimination. J-U-B, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subconsultants, including procurements of materials and leases of equipment. J-U-B will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by J-U-B for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subconsultant or supplier will be notified by J-U-B of J-U-B's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

- D. Information and Reports. J-U-B will provide all information and reports required by the Acts, Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the CLIENT or the FAA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of J-U-B is in the exclusive possession of another who fails or refuses to furnish this information, J-U-B will so certify to the CLIENT or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance. In the event of J-U-B's noncompliance with the Non-discrimination provisions of this contract, the CLIENT will impose such contract sanctions as it, or the FAA, may determine to be appropriate, including, but not limited to:
 1. withholding of payments to J-U-B under the contract until J-U-B complies, and/or
 2. cancellation, termination, or suspension of the contract, in whole or in part.
- F. Incorporation of Provisions. J-U-B will include the provisions of paragraphs A through E in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, Regulations and directives issued pursuant thereto. J-U-B will take such action with respect to any subcontract or procurement as the CLIENT or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if J-U-B becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, J-U-B may request the CLIENT to enter into such litigation to protect the interests of the CLIENT. In addition, J-U-B may request the United States to enter into such litigation to protect the interests of the United States.

6.03 DISADVANTAGED BUSINESS ENTERPRISE (49 CFR Part 26)

- A. Policy. It is the policy of the Department of Transportation (DOT) that disadvantaged business enterprises (DBE), as defined in 49 CFR, Part 26, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR, Part 26, apply to this Agreement.
- B. Contract Assurance (§26.13). J-U-B shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. J-U-B shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by J-U-B to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.
- C. Prompt Payment (§26.29). J-U-B agrees to pay each consultant under this agreement for satisfactory performance of its contract no later than 15 days from the receipt of each payment J-U-B receives from the CLIENT. J-U-B agrees further to return retainage payments to each subconsultant within 15 days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the CLIENT. This clause applies to both DBE and non-DBE subconsultants.

6.04 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES (49 CFR Part 20, Appendix A)

- A. No Federal appropriated funds shall be paid, by or on behalf of J-U-B, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal grant, contract, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of

Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal contract, loan, grant, or cooperative agreement, J-U-B shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

6.05 ACCESS TO RECORDS AND REPORTS

J-U-B must maintain an acceptable cost accounting system. J-U-B agrees to provide the CLIENT, the FAA, and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of J-U-B which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. J-U-B agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

6.06 RIGHTS TO INVENTIONS

All rights to inventions and materials generated under this contract are subject to requirements and regulations issued by the FAA and the CLIENT of the Federal grant under which this contract is executed.

6.07 TRADE RESTRICTION CLAUSE (49 CFR Part 30)

J-U-B or its subconsultants, by submission of an offer and/or execution of a contract, certifies that it:

- A. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- B. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- C. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a consultant or subconsultant who is unable to certify to the above. If J-U-B knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the FAA may direct through the CLIENT cancellation of the contract at no cost to the Government.

Further, J-U-B agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. J-U-B may rely on the certification of a prospective consultant unless it has knowledge that the certification is erroneous.

J-U-B shall provide immediate written notice to the CLIENT if J-U-B learns that its certification or that of a subconsultant was erroneous when submitted or has become erroneous by reason of changed circumstances. J-U-B agrees to provide written notice to the CLIENT if, at any time, it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the consultant or subconsultant knowingly rendered an erroneous certification, the FAA may direct, through the CLIENT, cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of an engineer is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

6.08 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

J-U-B certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where J-U-B or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

6.09 OCCUPATIONAL HEALTH ACT OF 1970

J-U-B shall comply with the provisions of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910).

6.10 FEDERAL FAIR LABOR STANDARDS ACT

J-U-B shall comply with the provisions of the Federal Fair Labor Standards Act (29 USC 201).

6.11 TEXTING WHILE DRIVING.

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" and DOT Order 3902.10 "Text Messaging While Driving" FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

J-U-B has in place a policy within the J-U-B Accident Prevention plan that prohibits all employees from texting and driving. J-U-B shall include these policies in each third party subcontract involved on this project.

6.12 HUMAN TRAFFICKING

- A. J-U-B, J-U-B's employees, and subcontractors may not engage in severe forms of trafficking in persons during the period of time that the FAA award is in effect, procure a commercial sex act during the period of time that the award is in effect, or use forced labor in the performance of the award or sub-awards under the award.
- B. For the purpose of this award term, "employee" includes:
 1. An individual employed by you or a sub-recipient who is engaged in the performance of the project or program under this award
 2. Another person engaged in the performance of the project or program under this award and not compensated by you, including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
- C. For the purposes of this award term only, "forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
- D. For the purposes of this award term only, "severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at Section 103 of the TVPA, as amended (22 U.S.C. 7102).

IN WITNESS WHEREOF, the CLIENT and J-U-B hereto have made and executed this AGREEMENT as of the day and year first above written.

CLIENT:

CITY OF DEER PARK

ATTEST

BY:

Name:

Title:

Name:

Title:

J-U-B:

J-U-B ENGINEERS, Inc.

ATTEST

By:

Name:

Title:

Chuck A. Larson, P.E.

Chairman

Name:

Title:

Applicable Attachments or Exhibit to this Agreement are indicated as marked

- Attachment 1 – Scope of Services
- Attachment 2 - Fee Breakdown
- Exhibit A – Construction Phase Services

**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS,
AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signed: _____
Sponsor's Authorized Representative

Date: _____

Title: _____

**TASK ORDER 2016-02
AMENDMENT NO. 1
DEER PARK MEADOWS CONSTRUCTION – PHASE 1
CONSTRUCTION OBSERVATION SERVICES**

A MASTER AGREEMENT for Engineering Services entered into and effective on the 18th day of January, 2012, shall be appended herein as Task Order No. 2016-02 Amendment, made as of _____ day of March, 2016, by and between the City of Deer Park, 316 E Crawford, Deer Park, Washington, hereinafter referred to as the OWNER, and J-U-B ENGINEERS, Inc., 422 W. Riverside Ave. Suite 304, Spokane, Washington, hereinafter referred to as the ENGINEER.

PROJECT OBJECTIVE

The City of Deer Park wishes to have construction observation services for the Deer Park Meadows Subdivision – Phase 1 sanitary sewer and drainage observation. Project is anticipated to commence January 4, 2016.

Amendment No. 1:

The City of Deer Park wishes to have construction observation services for the Deer Park Meadows Subdivision – Phase 1 road work, curb & walk, gravel and paving, and sidewalk observation.

TASKS

Construction observation services for the Month of April 2016 through part of May 2016.

ARTICLE 2. COMPENSATION

Compensation by the OWNER to the ENGINEER will be at the ENGINEER's Direct Salaries multiplied by a factor of 3.25, plus a service charge of 10 percent of Direct Expenses.

The ENGINEER will not exceed a budget of \$27,786.81 (\$19,340.10 to cover the remaining 42 days of work projected plus \$8,446.71 carried forward from the water/sewer observation tasks) for the services as described above unless additional work is directed by the owner.

This Task Order No. 2016-02 will become part of the referenced AGREEMENT when executed by both parties. IN WITNESS WHEREOF, the parties execute below:

**TASK ORDER 2016-02
AMENDMENT NO. 1
DEER PARK MEADOWS CONSTRUCTION – PHASE 1
CONSTRUCTION OBSERVATION SERVICES**

For the Owner, City of Deer Park, Washington

Dated this _____ day of _____, 2016,

By: _____ Mayor
Name Title

For the ENGINEER, J-U-B ENGINEERS, Inc.

Dated this _____ day of _____, 2016,

By: _____ Area Manager
Name Title

RESOLUTION NO. 2016-002

RESOLUTION FOR NAMING US 395 FOR
CONGRESSMAN THOMAS S. FOLEY

WHEREAS, US Route 395 from the Oregon border and Columbia River at Plymouth, WA to the junction with Interstate 90 at Ritzville, WA to Spokane, WA and on north as solely US 395 to the international border crossing at Laurier, WA is the most traveled north/south highway route in eastern Washington; and

WHEREAS, Congressman Thomas S. Foley served in the US Congress for 30 years representing the 5th Congressional District from 1965 to 1995 with distinction and honor; and

WHEREAS, Congressman Thomas S. Foley was elected to be the 57th Speaker of the House of Representatives from 1989 to 1995 and was the first Speaker to be elected from a state west of the Rocky Mountains; and

WHEREAS, Congressman Thomas S. Foley was appointed as the 25th United States Ambassador to Japan and served from 1997 to 2001; and

WHEREAS, Congressman Thomas S. Foley was awarded the Washington State Medal of Merit in 2003 by then Governor Gary Locke; and

WHEREAS, Congressman Thomas S. Foley played a pivotal role in the creation of the Intermodal Surface Transportation Efficiency Act in 1991 that dramatically changed how regions planned for interconnectivity of modes of transportation. One of the first projects funded was the separation of north/south lanes on US 395 between the Tri-Cities and Ritzville.

NOW THEREFORE, BE IT RESOLVED, We, the City of Deer Park in the State of Washington, respectfully request that the Washington State Transportation Commission approve the naming of US 395 from the Oregon border to the Canadian border the Congressman Thomas S. Foley Memorial Highway in honor of his service to the State of Washington.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF DEER PARK,
WASHINGTON THIS 6th DAY OF APRIL 2016.

ATTEST:

Robert Whisman, Mayor

Deby Cragun, City Clerk/Treasurer

CITY OF DEER PARK

RESOLUTION 2016-003

**A RESOLUTION BY THE CITY COUNCIL FOR THE CITY OF DEER PARK,
COUNTY OF SPOKANE, WASHINGTON, TO THE WASHINGTON STATE
DEPARTMENT OF TRANSPORTATION AVIATION DIVISION
GUARANTEEING GRANT MATCH MONEY AVAILABILITY**

WHEREAS, The City of Deer Park has submitted an Airport Aid Application to the Washington State Department of Transportation-Aviation Division (WSDOT-AD) for partial funding of the replacement of obsolete snow removal equipment, with a new articulating loader, a self-contained loader mounted snow blower and an angling snow plow, the application also includes Environmental/Design for apron expansion along runway 16/34 flight line

WHEREAS, the total project funding is to be comprised of \$319,557.00 from the Federal Aviation Administration, \$15,977.00 from the WSDOT-AD and a mandatory local match amount of \$15,977.00 from the Deer Park Municipal Airport Grant Fund #416.

NOW THEREFORE, be it resolved that the City Council of the City of Deer Park, Washington, supports this project and allocates \$15,977.00, in the 2016 budget to fulfill the local match contribution requirement.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF DEER PARK
WASHINGTON THIS _____ DAY OF _____, 2014

APPROVED:

ATTEST:

Robert Whisman, Mayor

Deby Cragun, Clerk/Treasurer

ORDINANCE NO. 2016-960

AN ORDINANCE OF THE CITY OF DEER PARK, WASHINGTON, ADDING A NEW SECTION 2.64.025 TO THE DEER PARK MUNICIPAL CODE CREATING ALTERNATE POSITIONS FOR THE MUNICIPAL AIRPORT ADVISORY BOARD; CONTAINING A SEVERABILITY PROVISION; AND SETTING AN EFFECTIVE DATE.

WHEREAS, the Deer Park Municipal Airport Advisory Board has studied its By-Laws and made recommendation to the City Council to consider appointment of alternate Members to the Deer Park Municipal Airport Advisory Board to serve in the absence of a permanently appointed Member; and

WHEREAS, appointment of alternate Board Members will enable the Airport Advisory Board to timely conduct its business in the absence of a permanent Board Member; and

WHEREAS, the proposed change to the Deer Park Municipal Airport Advisory Board By-Laws requires a change to Chapter 2.64 of the Deer Park Municipal Code to create the alternate Board Member positions; and

WHEREAS, the City Council has determined the adoption of this Ordinance is in the best interest of the Deer Park Municipal Airport and the citizens of Deer Park; NOW, THEREFORE,

THE CITY COUNCIL OF THE CITY OF DEER PARK, WASHINGTON DO ORDAIN AS FOLLOWS:

Section 1. A new Section 2.64.025 is hereby added to the Deer Park Municipal Code

to read as follows:

2.64.025 Alternate Board Members.

There shall be two alternate Board Members at all times. One alternate Board Member shall be a resident of the City of Deer Park and shall serve in the absence of any of the four (4) regular advisory Board Members appointed as residents of the City of Deer Park. One alternate Board Member shall be an at-large alternate who shall serve in the absence of any of the three (3) regular at-large advisory Board Members. The term of an alternate Board Member shall be four (4) years. An alternate Board Member shall have all of the power and authority of a regular advisory Board Member and shall serve from time to time in the absence of a regular Board Member for which the alternate may serve. The initial term of each alternate Board Member shall commence on January 1 in the year of appointment. In the event of a vacancy in the position of alternate Board Member, a qualified individual may be appointed to serve the remaining portion of any unexpired term of the alternate Board Member. All appointments to the position of alternate Airport Advisory Board Member shall be made by the Mayor, subject to Council confirmation.

Section 2. If any section, sentence, clause, or phrase of this Ordinance shall be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this Ordinance.

Section 3. This Ordinance shall take effect and be in full force five (5) days after this Ordinance or a summary thereof consisting of the title is published.

APPROVED:

MAYOR ROBERT WHISMAN

ATTEST/AUTHENTICATED:

DEBY CRAGUN, CITY CLERK

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

BY: 

CHARLES D. ZIMMERMAN

FILED WITH THE CITY CLERK :
PASSED BY THE CITY COUNCIL :
PUBLISHED :
EFFECTIVE DATE :
ORDINANCE NO. :

March 15, 2016

SUMMARY OF ORDINANCE NO. 2016-960

of the City of Deer Park, Washington

On the _____ day of _____, 2016, the City Council of the City of Deer Park, Washington, passed Ordinance No. _____. A summary of the content of said ordinance, consisting of the title, provides as follows:

AN ORDINANCE OF THE CITY OF DEER PARK, WASHINGTON, ADDING A NEW SECTION 2.64.025 TO THE DEER PARK MUNICIPAL CODE CREATING ALTERNATE POSITIONS FOR THE MUNICIPAL AIRPORT ADVISORY BOARD; CONTAINING A SEVERABILITY PROVISION; AND SETTING AN EFFECTIVE DATE.

The full text of this Ordinance will be mailed upon request.

DATED this _____ day of _____, 2016.

CITY CLERK-TREASURER, DEBY CRAGUN

CITY OF DEER PARK
CLAIMS CERTIFICATION AND APPROVAL

Auditing Officer's Certification

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein and that the Claim is a just, due and unpaid obligation against the *City of Deer Park*, and that I am authorized to authenticate and certify said Claims Checks numbered **34743 through 34781 including EFT Debits in the amount of \$105,568.71.**

City Clerk/Treasurer

Council Approval

We, the undersigned Council Members of the *City of Deer Park* approve the payment of Claims Checks numbered **34743 through 34781 including EFT Debits in the amount of \$105,568.71 this 6th day of April 2016.**

Vouchers last half March 2016

Number	Vendor Name	Account Description	Amount
34743	Washington Trust Bank	Safety Deposit Box Rental	\$50.00
34744	American Linen	Janitorial Supplies	\$930.64
		Mat Changes & Fresheners	\$58.02
		Check Total:	\$988.66
34745	Anatek Labs	Water Testing	\$80.00
34746	Canon Financial Services, INC	Airport Copier Contract	\$56.97
34747	Centurylink	Long Distance Charges	\$47.13
34748	Cherril Rolfe	Tree Removal Agreement Pymt	\$815.25
34749	City of Deer Park	12% Utility Tax to Gen/Street Funds	\$16,214.09
34750	City Service Valcon, LLC	Terminal Maint fee & Parts	\$41.00
34751	Consolidated Electrical Distributors Inc.	All Weather Tape	\$41.96
34752	Country Homes Power Equip	Airport Chain Saw Sharpening	\$8.70
34753	Department of Retirement System	OASI 2015 Tax Year	\$25.00
34754	Diversified Wood Recycling, Inc	Stump Disposal	\$328.10
34755	Environmental Resource Associates	Performance Evaluation Bottles	\$440.46
34756	Geotech Environmental Equip.,Inc	Pump And Misc Repair	\$3,712.92
34757	H.D. Fowler Company	Water Service Parts	\$1,116.05
34758	Hartill's Mountain Saw & Tractor	Parks Back Pack Blower Repair	\$105.29
34759	Industrial Communications	Hand Held Radio	\$533.30
34760	Inland Power And Light	Utilities	\$111.34
34761	Kajun Electric	Golf Course Restroom	\$3,459.20
		R & M Structures	\$7,874.00
		Check Total:	\$11,333.20
34762	MailFinance	Lease Payment	\$330.58
		Folder/inserter	\$536.14
		Check Total:	\$866.72
34763	Mccrometer, Inc.	Flow Meter Repair-West Well	\$942.76
34764	Napa Auto Parts	Supplies	\$315.84
34765	Navitor, Inc	NamePlate	\$16.73
34766	Northwest Hydro-Tech LLC	Cla-Valve Repair Kit	\$1,079.92
34767	Northwest Management, Inc.	Parcel Layers Update & Wall Map	\$212.50
34768	Office Depot	Office Supplies	\$155.65
34769	Ogden/Murphy/Wallace PLLC	Crawford/Colville Design	\$5,824.86
		Legal Services Rendered	\$1,213.46
		Professional Services	\$549.11
		Check Total:	\$7,587.43
34770	Owl Fence	Mix Park Fence Repair	\$108.10
		Lagoon Fence Repair	\$486.45
		Check Total:	\$594.55
34771	Reliance Janitorial	City Hall Janitorial Services	\$490.00

34772	Schultz's Aviation, LLC	Management Contract	\$7,916.67
34773	Spokane County District Court	Judicial Services	\$1,458.91
34774	Spokane County Treasurer	Professional Services	\$82.60
34775	Spokane County Treasurer	Spokane CO Jail Services	\$3,341.61
34776	Spokane County Treasurer/SCRAPS	Spokane County Regional Animal Control	\$588.25
34777	Spokane County Treasurer's Office	Spok CO Law Enforc Contract	\$34,104.00
34778	Sunbelt Rentals, Inc	Sweeper Brooms	\$523.61
34779	US Bank Equipment Finance Inc	Ricoh Copy Machine Interest	\$4.17
		Ricoh Copy Machine Principle	\$188.83
		Check Total:	\$193.00
34780	White Block	Water & Drywell Lids	\$789.33
34781	Wilbur-Ellis Company	Airport Fertilizer 50 lb Bag	\$22.95
First American 426 E.	First American Title Insurance Company	Crawford/Colville Design	\$7,455.26
Postage Refill March 2016	United States Postal Svc	Communications	\$781.00
	Grand Total		\$105,568.71

Total Accounts Payable for Checks #34743 Through #34781 Postage Refill March 2016

CITY OF DEER PARK
PAYROLL CERTIFICATION AND APPROVAL

Auditing Officer's Certification

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services and/or the labor has been performed as described herein and is a just, due and unpaid obligation against the *City of Deer Park*, and that I am authorized to authenticate and certify said Payroll Checks numbered 12130 through 12158 including 941 Taxes in the amount of \$88,613.38.

City Clerk/Treasurer

Council Approval

We, the undersigned Council Members of the *City of Deer Park* approve the payment of Payroll Checks numbered 12130 through 12158 including 941 Taxes in the amount of \$88,613.38 this 6th day of April 2016.

Deer Park Municipal Airport

USE AGREEMENT

The CITY of Deer Park, Washington (hereinafter "CITY"), Spokane County, Washington (hereinafter "SPOKANE COUNTY" or "LESSEE"), and Spokane County Sheriff's Office (hereinafter "SHERIFF" or "LESSEE"), sometimes hereinafter individually referred to as a "party" or collectively referred to as "parties", effective as of the 1st day of April, 2016 agree as follows:

1. PREMISES.

A. Premises. The CITY shall allow access to SHERIFF the following premises (the "Premises"):

Portion of abandoned taxiway and runway at DEER PARK MUNICIPAL AIRPORT as set out on the attached Exhibit "A" dated March 24, 2010, and its terms incorporated herein by this reference.

The CITY reserves the right to change the specific area of use from time to time at its sole discretion so long as the area allows use for SHERIFF's intended purpose as an EVOC Training area.

B. Use of Premises. The Premises shall only be used for EVOC Training operations, parking and other related activity thereto, and for no other purpose without the prior written approval of the CITY.

C. Rules and Regulations. SHERIFF shall comply with all reasonable rules and regulations regarding the use and care of the Premises and CITY's DEER PARK MUNICIPAL AIRPORT as adopted or amended from time to time. SHERIFF agrees it will not disturb the CITY by making or permitting any unreasonable disturbance or unusual noise, vibration, emission, sense of order, discharge, traffic or road obstruction, general nuisance or other condition in, on or adjoining the Premises inconsistent with the contemplated use specified herein.

2. TERM. The term of this Use Agreement is for one (1) year beginning on April 1, 2016 and terminating March 31, 2017, subject to the provisions of paragraph 11. TERMINATION-HOLDING OVER of the Use Agreement. Upon termination of this Use Agreement, SHERIFF shall have the option to renew at the then current terms and conditions that apply to similar uses of airport property. Approval for a new Use Agreement shall be conditioned upon the Lessee not being in default under any of the terms, covenants, and conditions of this Use Agreement. The actual dates of use of the Premises by SHERIFF during the term shall be only those dates of use approved in writing by the CITY Airport Manager.

3. RENTAL. SHERIFF shall pay to the CITY rental as follows:

One Hundred fifteen dollars (\$115.00) per day use.

Rent shall be due and payable within thirty (30) days of receipt of invoice from the CITY of Deer Park. Unless other arrangements have been agreed upon, the CITY shall invoice the County at the end of a season of use. SHERIFF shall not be charged the day use fee if an event is cancelled due to weather or inadequate enrollment. SHERIFF shall notify the City Airport Manager of any cancellations. If SHERIFF does not pay the rent by the due date, the CITY may add a late charge of up to ten percent

(10%) of the rent for each month rent is delinquent. If rent is not paid, SHERIFF shall be deemed to be in default of this Use Agreement. See paragraph 12. **DEFAULTS** of the Use Agreement for default terms.

4. **MAINTENANCE AND REPAIR.** SHERIFF has viewed the Premises, and accepts them in their present "AS-IS" condition, with all faults and defects. The CITY makes no representations about the condition or fitness for purpose of the Premises.

5. **ALTERATIONS AND IMPROVEMENTS.** SHERIFF shall make no alterations or improvements to the Premises without first having obtained the written consent of the CITY. Upon termination, the CITY has the option to require SHERIFF to remove such improvements at SHERIFF's sole expense. If not removed, improvements shall become the property of the Deer Park Municipal Airport.

6. **COMPLIANCE WITH LAWS.** SHERIFF shall comply with all state, federal and local laws and regulations and the rules of the CITY, as amended from time to time. SHERIFF shall indemnify, defend, and hold the CITY harmless from all expense directly or indirectly related to the noncompliance by SHERIFF of governing law, regulations and/or rules of the CITY. SHERIFF expressly represents that all of SHERIFF's operations on the Premises shall be in strict compliance with governing environmental, land use, regulations and ordinances, and that SHERIFF specifically shall not use, store, keep or maintain in, on or about the Premises any hazardous substances and/or wastes, toxic materials, or solid wastes within Deer Park Municipal Airport and immediate properties bordering the CITY's properties.

7. **SITE SPECIFIC REQUIREMENTS.** SHERIFF shall limit EVOC training activities to SHERIFF, its officials, employees, and volunteers. All participants and visitors shall remain clear of active runways and taxiways. No participant shall cross any active runway to access the training site. Access shall be via Missile Site Road only. Participants and visitors shall not consume or expose themselves to water from the irrigation sprinklers. This water is treated municipal waste water. Sprinklers shall not be tampered with or disabled.

8. **SAFETY RULES, TIME OF USE.** SHERIFF shall be solely responsible for the safety and security of all participants and visitors. The CITY of Deer Park and Deer Park Municipal Airport assume no responsibility for the safety of participants or visitors.

9. **INDEMNIFICATION, LIABILITY INSURANCE.** The CITY and its employees/agents shall not be liable for any injury to any persons or for damage to any property, including , but not limited to, damage by rain, flood or bursting water pipes, abnormal temperature, mechanical or electrical failure, sewage/septic system failure, fire, smoke, water from sprinklers, earthquake, environmental damage, aircraft accident, or any infestation, or otherwise, regardless of how such injury or damage may be caused, as a result of the condition which in any way is related to the use of the Premises or the operations of the SHERIFF in, on or about the Premises by SHERIFF, its employees, agents, volunteers and invitees. SPOKANE COUNTY agrees to indemnify, defend and hold harmless the CITY from and against all liability, claims, to include liability, claims and actions brought by SHERIFF, its employees, agents, volunteers and invitees based upon or arising out of injuries, death, damages to person or property, caused by or resulting from the negligence of the SHERIFF, or the SHERIFF's employees, agents, volunteers and invitees while engaging in or arising from the SHERIFF'S use of the Airport pursuant to the terms of this Use Agreement.

SPOKANE COUNTY is a member of the Washington Counties Risk Pool (WCRP), as provided by RCW 48.62.031. SPOKANE COUNTY and SHERIFF are covered by the WCRP's Joint Self-Insurance Policy.

As evidence of the coverage required by this Use Agreement, SPOKANE COUNTY shall furnish an acceptable Certificate of Insurance (COI) or Memorandum of Liability Coverage (MLC) as proof of membership in the Washington Counties Risk Pool to the CITY within fourteen (14) days of approval of this Use Agreement by SPOKANE COUNTY. The COI shall specify all of the parties who are additional insured, and include applicable policy endorsements, and the deductible or retention level, as well as policy limits. Insuring companies or entities are subject to CITY acceptance and must have a rating of A- or higher by Best. Copies of all applicable endorsements shall be provided. SPOKANE COUNTY shall be solely financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from SPOKANE COUNTY or the WCRP to the CITY.

10. **ASSIGNMENT OR SUBLEASE.** SHERIFF shall not assign, transfer or sublet the Premises.

11. **TERMINATION-HOLDING OVER.** Upon termination, SHERIFF shall return the Premises and adjoining areas used by SHERIFF to the CITY in clean condition, and in a condition acceptable to the CITY. If SHERIFF shall, without the consent of the CITY, hold over after the expiration or termination of the tenancy, SHERIFF shall pay to the CITY the rate of one and one-half (1 ½) times the then current rent, and SHERIFF shall be bound by all of the provisions of this Use Agreement.

The CITY reserves the right to terminate said Use Agreement upon ten (10) days written notice to the SHERIFF without cause.

12. **DEFAULTS.** Time is of the essence, and if SHERIFF is in default under this Use Agreement the CITY may immediately terminate this tenancy after having given SHERIFF three (3) days' notice in writing in the event of nonpayment of rent, or ten (10) days' notice in writing for other defaults and giving SHERIFF an opportunity to cure such defaults. If not so cured within the specified time, then the CITY may immediately terminate this tenancy and repossess the Premises and store any personal property found thereon, and later sell such property to reimburse the CITY for part of its damages. In the event of such default, SHERIFF shall be fully liable for any and all direct or indirect damages suffered by the CITY.

13. **ATTORNEY'S FEES.** Should a dispute arise between the parties hereto as to the effect of any provision hereof and refer said dispute to an attorney, the losing party shall pay the prevailing party's reasonable attorney's fees and costs of court, including such fees and costs on any appeal.

14. **WAIVER.** The acceptance of rent by the CITY after default by SHERIFF shall not be deemed a waiver of such default. No waiver by the CITY of any default by SHERIFF shall be construed to be a waiver of any subsequent default by SHERIFF.

15. **BINDER.** This Use Agreement is binding upon the parties hereto, their heirs, personal representative, successors in interest and assigns.

16. **MISCELLANEOUS.**

A. **Inspection.** The CITY reserves the right to enter and inspect the Premises at any reasonable time without prior notification or authorization.

B. **Rules and Regulations.** SHERIFF agrees to comply with all applicable rules, regulations and covenants of the CITY pertaining to the Premises for the general safety and convenience of the CITY, SHERIFF, invitees, licensees and the general public, including but not limited to vehicle posted speed, litter enforcement, SHERIFF signs, excessive noise, annoying lights, irritating odors, or discarding of any type of liquids or solids to either the CITY's property or adjoining property.

C. **Environmental and Premises Cleanup Costs.** SHERIFF shall be fully and completely liable to the CITY for any and all cleanup costs and any and all other charges, fees and penalties imposed by any governmental authority with respect to dangerous or waste substances, or discharges to the water, ground water or air, in or about the Premises, common areas or CITY facilities by SHERIFF. SHERIFF shall indemnify, defend and save the CITY harmless from any and all of the costs, fees, penalties and charges assessed against or imposed upon the CITY, as well as the CITY's attorneys' and engineers' fees and costs, as a result of SHERIFF's use, disposal, transportation, generation and/or sale of hazardous, dangerous or waste substances, or discharges to the water, ground water or air on the Premises.

17. **NOTICES**

All notices required herein shall be deemed to be properly served if hand delivered, or if sent by mail, postage prepaid, to the last address previously furnished by the parties hereto. SHERIFF is obligated to notify the CITY of current address and phone numbers. Until hereafter changed by the parties in writing, notices shall be addressed as follows:

CITY of Deer Park	Lessee
E 316 Crawford Ave.	Name: Spokane County Sheriff's Office
PO Box F	Contact: Sgt. Martin Tucker
Deer Park WA 99006	Address: 1100 West Mallon Avenue
(509)276-8802	Spokane, WA 99260-0300
	Phone: (509) 477-3206; Cell: (509) 435-8783
	Email: MVTucker@spokanesherriff.org

Date of service of such notice shall be the date of postmark by the U.S. Post Office Service.

The parties hereto have executed this Use Agreement as of the day and year first above written.

CITY OF DEER PARK

ATTEST:

By: _____
Robert Whisman, Mayor

By: _____
Deby Cragun, City Clerk/Treasurer

SPOKANE COUNTY SHERIFF'S OFFICE

By: _____
Ozzie D. Knezovich, Sheriff

ADOPTED by the Board of County Commissioners of Spokane County, Washington this _____ day of _____ 2016.

Shelly O'Quinn, Chair

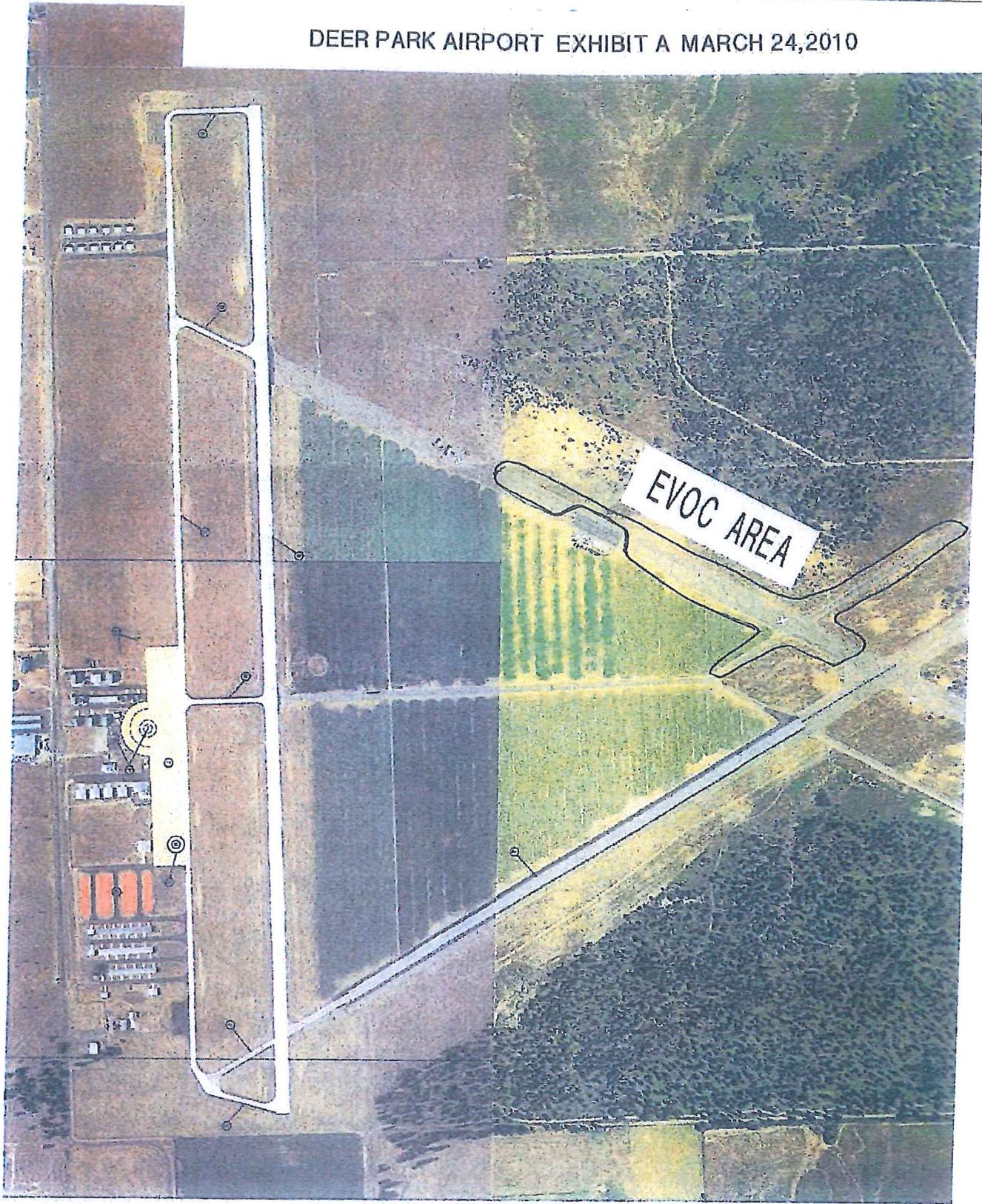
ATTEST:

Al French, Vice-Chair

Ginna Vasquez
Clerk of the Board

Nancy McLaughlin, Commissioner

DEER PARK AIRPORT EXHIBIT A MARCH 24, 2010



Deer Park Municipal Airport USE AGREEMENT

The City of Deer Park, Washington (hereinafter the "City") and THE INLAND NORTHWEST REGION / PCA (hereinafter " or "Lessee"), sometimes hereinafter individually referred to as a "party" or collectively referred to as "parties", effective as of the 1ST day of March, 2016 agree as follows:

1. **PREMISES.**

A. **Premises.** The City shall allow access to THE INLAND NORTHWEST REGION / PCA the following premises (the "Premises"):

Portion of abandoned taxiway and runway at DEER PARK MUNICIPAL AIRPORT as set out on the attached Exhibit "A" dated March 24, 2010, and its terms incorporated herein by this reference.

The City reserves the right to change the specific area of use from time to time at its sole discretion so long as the area allows use for THE INLAND NORTHWEST REGION / PCA intended purpose as a Rally Cross area.

B. **Use of Premises.** The Premises shall only be used for Rally Cross operations, parking and other related activity thereto, and for no other purpose without the prior written approval of the City.

C. **Rules and Regulations.** THE INLAND NORTHWEST REGION / PCA shall comply with all reasonable rules and regulations regarding the use and care of the Premises and City's DEER PARK MUNICIPAL AIRPORT as adopted or amended from time to time. THE INLAND NORTHWEST REGION / PCA agrees it will not disturb the City by making or permitting any unreasonable disturbance or unusual noise, vibration, emission, sense of order, discharge, traffic or road obstruction, general nuisance or other condition in, on or adjoining the Premises inconsistent with the contemplated use specified herein.

2. **TERM.** The term of this Use Agreement is for one (1) year beginning on March 1, 2016 and terminating February 28, 2017, subject to the provisions of paragraph 12. **TERMINATION- HOLDING OVER** of the Use Agreement. Upon termination of this Use Agreement, THE INLAND NORTHWEST REGION / PCA shall have the option to renew at the then current terms and conditions that apply to similar uses of airport property. Approval for a new Use Agreement shall be conditioned upon the Lessee not being in default under any of the terms, covenants, and conditions of this Use Agreement. The actual dates of use of the Premises by THE INLAND NORTHWEST REGION / PCA during the term shall be only those dates of use approved in writing by the City Airport Manager.

3. **RENTAL.** THE INLAND NORTHWEST REGION / PCA shall pay to the City rental as follows:

One Hundred fifteen dollars (\$115.00) per day use. Plus five dollars per participating automobile.

Rent shall be due and payable within thirty (30) days of receipt of invoice from the City of Deer Park. Unless other arrangements have been agreed upon, the City shall invoice the County at the end of a season of use. THE INLAND NORTHWEST REGION / PCA shall not be charged the day use fee if an event is cancelled due to weather or inadequate enrollment. THE INLAND NORTHWEST REGION /

PCA shall notify the airport manager of any cancellations. If THE INLAND NORTHWEST REGION / PCA does not pay the rent by the due date, the City may add a late charge of up to ten percent (10%) of the rent for each month rent is delinquent. If rent is not paid, THE INLAND NORTHWEST REGION / PCA shall be deemed to be in default of this Use Agreement. See paragraph 13. **DEFAULTS** of the Use Agreement for default terms.

4. **MAINTENANCE AND REPAIR.** THE INLAND NORTHWEST REGION / PCA has viewed the Premises, and accepts them in their present "AS-IS" condition, with all faults and defects. The City makes no representations about the condition or fitness for purpose of the Premises.

5. **ALTERATIONS AND IMPROVEMENTS.** THE INLAND NORTHWEST REGION / PCA shall make no alterations or improvements to the Premises without first having obtained the written consent of the City. Upon termination, the City has the option to require THE INLAND NORTHWEST REGION / PCA to remove such improvements at THE INLAND NORTHWEST REGION / PCA's sole expense. If not removed, improvements shall become the property of the Deer Park Municipal Airport.

6. **COMPLIANCE WITH LAWS.** THE INLAND NORTHWEST REGION / PCA shall comply with all state, federal and local laws and regulations and the rules of the City, as amended from time to time. THE INLAND NORTHWEST REGION/PCA shall indemnify, defend, and hold the City harmless from all expense directly or indirectly related to the noncompliance by THE INLAND NORTHWEST REGION / PCA of governing law, regulations and/or rules of the City.

THE INLAND NORTHWEST REGION/PCA expressly represents that all of THE INLAND NORTHWEST REGION / PCA's operations on the Premises shall be in strict compliance with governing environmental, land use, regulations and ordinances, and that THE INLAND NORTHWEST REGION / PCA specifically shall not use, store, keep or maintain in, on or about the Premises any hazardous substances and/or wastes, toxic materials, or solid wastes within Deer Park Municipal Airport and immediate properties bordering the City's properties.

8. **SITE SPECIFIC REQUIREMENTS.** THE INLAND NORTHWEST REGION / PCA shall limit Rally Cross activities to THE INLAND NORTHWEST REGION / PCA, its officials, employees, and volunteers. All participants and visitors shall remain clear of active runways and taxiways. No participant shall cross any active runway to access the training site. Access shall be via Missile Site Road only. Participants and visitors shall not consume or expose themselves to water from the irrigation sprinklers. This water is treated municipal waste water. Sprinklers shall not be tampered with or disabled.

9. **SAFETY RULES, TIME OF USE.** THE INLAND NORTHWEST REGION / PCA shall be solely responsible for the safety and security of all participants and visitors. The City of Deer Park and Deer Park Municipal Airport assume no responsibility for the safety of participants or visitors.

10. **INDEMNIFICATION, LIABILITY INSURANCE.** The City and its employees/agents shall not be liable for any injury to any persons or for damage to any property, including , but not limited to, damage by rain, flood or bursting water pipes, abnormal temperature, mechanical or electrical failure, sewage/septic system failure, fire, smoke, water from sprinklers, earthquake, environmental damage, aircraft accident, or any infestation, or otherwise, regardless of how such injury or damage may be caused, as a result of the condition which in any way is related to the use of the Premises or the operations of THE INLAND NORTHWEST REGION / PCA in, on or about the Premises by, its employees, agents, volunteers and invitees. THE INLAND NORTHWEST REGION / PCA agrees to indemnify, defend and hold harmless the City from and against all liability, claims, to include liability, claims and actions brought by THE INLAND NORTHWEST REGION / PCA, its employees, agents,

volunteers and invitees based upon or arising out of injuries, death, damages to person or property, caused by or resulting from the negligence of THE INLAND NORTHWEST REGION / PCA, or THE INLAND NORTHWEST REGION / PCA's employees, agents, volunteers and invitees while engaging in or arising from THE INLAND NORTHWEST REGION / PCA'S use of the Airport pursuant to the terms of this Use Agreement. In addition, THE INLAND NORTHWEST REGION / PCA shall maintain general liability insurance coverage in a minimum amount of \$1,000,000 per occurrence. The City shall be named as an additional insured, and the policy will contain a restriction that the policy cannot be canceled without first having given the City thirty (30) days advance written notice of an intended cancellation. THE INLAND NORTHWEST REGION / PCA shall furnish certificates of such insurance to the City prior to occupying the Premises.

11. **ASSIGNMENT OR SUBLEASE.** THE INLAND NORTHWEST REGION / PCA shall not assign, transfer or sublet the Premises.

12. **TERMINATION-HOLDING OVER.** Upon termination, THE INLAND NORTHWEST REGION / PCA shall return the Premises and adjoining areas used by THE INLAND NORTHWEST REGION / PCA to the C / PCA shall, without the consent of the City, hold over after the expiration or termination of the tenancy, THE INLAND NORTHWEST REGION / PCA shall pay to the City the rate of one and one-half (1 ½) times the then current rent, and THE INLAND NORTHWEST REGION / PCA shall be bound by all of the provisions of this Use Agreement.

The City reserves the right to terminate said Use Agreement upon ten (10) days written notice to THE INLAND NORTHWEST REGION / PCA without cause.

13. **DEFAULTS.** Time is of the essence, and if THE INLAND NORTHWEST REGION / PCA is in default under this Use Agreement the City may immediately terminate this tenancy after having given THE INLAND NORTHWEST REGION / PCA three (3) days notice in writing in the event of nonpayment of rent, or ten (10) days notice in writing for other defaults and giving THE INLAND NORTHWEST REGION / PCA an opportunity to cure such defaults. If not so cured within the specified time, then the City may immediately terminate this tenancy and repossess the Premises and store any personal property found thereon, and later sell such property to reimburse the City for part of its damages. In the event of such default, THE INLAND NORTHWEST REGION / PCA shall be fully liable for any and all direct or indirect damages suffered by the City.

14. **ATTORNEY'S FEES.** Should a dispute arise between the parties hereto as to the effect of any provision hereof and refer said dispute to an attorney, the losing party shall pay the prevailing party's reasonable attorney's fees and costs of court, including such fees and costs on any appeal.

15. **WAIVER.** The acceptance of rent by the City after default by THE INLAND NORTHWEST REGION / PCA shall not be deemed a waiver of such default. No waiver by the City of any default by THE INLAND NORTHWEST / PCA shall be construed to be a waiver of any subsequent default by THE INLAND NORTHWEST REGION / PCA.

16. **BINDER.** This Use Agreement is binding upon the parties hereto, their heirs, personal representative, successors in interest and assigns.

17. **MISCELLANEOUS.**

A. **Inspection.** The City reserves the right to enter and inspect the Premises at any reasonable time without prior notification or authorization.

B. Rules and Regulations. THE INLAND NORTHWEST REGION / PCA agrees to comply with all applicable rules, regulations and covenants of the City pertaining to the Premises for the general safety and convenience of the City, THE INLAND NORTHWEST REGION / PCA, invitees, licensees and the general public, including but not limited to vehicle posted speed, litter enforcement, THE INLAND NORTHWEST REGION / PCA signs, excessive noise, annoying lights, irritating odors, or discarding of any type of liquids or solids to either the City's property or adjoining property.

C. Environmental and Premises Cleanup Costs. THE INLAND NORTHWEST REGION / PCA shall be fully and completely liable to the City for any and all cleanup costs and any and all other charges, fees and penalties imposed by any governmental authority with respect to dangerous or waste substances, or discharges to the water, ground water or air, in or about the Premises, common areas or City facilities by THE INLAND NORTHWEST REGION / PCA. THE INLAND NORTHWEST REGION / PCA shall indemnify, defend and save the City harmless from any and all of the costs, fees, penalties and charges assessed against or imposed upon the City, as well as the City's attorneys' and engineers' fees and costs, as a result of THE INLAND NORTHWEST REGION / PCA's use, disposal, transportation, generation and/or sale of hazardous, dangerous or waste substances, or discharges to the water, ground water or air on the Premises.

18. NOTICES

All notices required herein shall be deemed to be properly served if hand delivered, or if sent by mail, postage prepaid, to the last address previously furnished by the parties hereto. THE INLAND NORTHWEST REGION / PCA is obligated to notify the City of current address and phone numbers. Until hereafter changed by the parties in writing, notices shall be addressed as follows:

City of Deer Park	Lessee
E 316 Crawford Ave.	The INLAND NORTHWEST REGION/PCA
PO Box F	Bill Massy
Deer Park WA 99006	207 N. Idaho Rd.
(509)276-8802	Liberty Lake, WA. 99019
	(509) 995-7228
	bill.massy@yahoo.com

Date of service of such notice shall be the date of postmark by the U.S. Post Office Service.

The parties hereto have executed this Use Agreement as of the day and year first above written.

CITY OF DEER PARK

ATTEST:

By: _____
Robert Whisman, Mayor

By: _____
Deby Cragun, City Clerk/Treasurer

Lessee

By: 

Printed Name: BILL MASSY