City of Deer Park
City Council Agenda
July 03, 2019
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 Tim Verzal
Councilmember's:	Dee Cragun, Mary Babb, Richie Schut, Don Stevens and Joe Polowski
Community Services Director:	Roger Krieger
Clerk/Treasurer:	Deby Cragun

2. **Invocation**

3. **Pledge of Allegiance & Welcome**

4. **Approval of Agenda**

5. **Approval of June 19, 2019 regular council meeting minutes**

6. **New Business**
   A. Census 2020 Complete Count Contribution.
   B. First Amendment to Option and Lease Agreement for Telecommunications Site ~ New Cingular Wireless PCS, LLC.

7. **Resolutions**
   A. Resolution 2019-005 ~ Authorizing and Directing Mayor to Execute Agreement Between City and CERB for Cedar Road Project.

8. **Ordinances**
   A.

9. **Consent Agenda**
   A. Approval of Voucher Claim Check Nos. 37768 through 37792 including EFT Debits in the amount of $74,536.88 for the Second Half of June 2019.
   B. Approval of Payroll Check Nos. 13373 through 13407 including 941 and PMFL Taxes in the amount of $108,221.04 for the month of June 2019.
   C. Outside Water Agreement ~ Daniel and Marilyn Klingensmith.
   D. Spokane County Sheriff Extra Duty Employment Contract 2019.

10. **Interested Citizens: Oral Communications, Requests, and Comments from Audience on Unrelated Agenda Items.**

11. **Report of Officers**

12. **Executive Session**

13. **Adjournment**

Americans with Disabilities Act (ADA) accommodations provided upon request

City of Deer Park
City Council Minutes
June 19, 2019

Mayor Verzal called the meeting to order at 7:00 p.m.
Mayor Verzal introduced the candidates running for the open City Council Positions

1. ROLL CALL

Mayor Verzal called roll and the following were:

Present:	Councilmember's: Dee Cragun, Mary Babb, Richie Schut, Don Stevens and Joe Polowski
Community Services Director:	Roger Krieger, (Absent)
City Staff:	Brian Ramsden
Airport Manager:	Darold Schultz, Schultz's Aviation, L.L.C.
Clerk/Treasurer:	Deby Cragun
Audience: 21	

2. Invocation

Pastor Tim White from Tri-County Christian Center gave the invocation.

3. Pledge of Allegiance & Welcome

4. Approval of Agenda

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

5. Approval of June 05, 2019 regular council meeting minutes

IT WAS MOVED BY CRAGUN, SECONDED BY POLOWSKI; MOTION CARRIED (5-0) TO APPROVE THE JUNE 05, 2019 REGULAR COUNCIL MEETING MINUTES AS PRESENTED.

6. New Business

A. Eagle Scout Presentations ~ Peter Nelson

Mayor Verzal presented an Eagle Scout knife to Eagle Scout Peter Nelson in recognition of his Eagle Scout Badge accomplishments.

B. Bid Award 2019 Pavement Preservation ~ Inland Asphalt Company.

Mayor Verzal reviewed the Bid Award for the 2019 Pavement Preservation Project.

Following discussion,

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

APPROVE THE BID AWARD FOR THE 2019 PAVEMENT PRESERVATION PROJECT TO INLAND ASPHALT COMPANY IN THE AMOUNT OF $348,000.00.

MOTION CARRIED 5-0.

C. Agreement for Professional Services 2019 Pavement Maintenance Project, FAA A.I.P. 3-53-0022-025-2019. ~ JUB Engineers, Inc.

Darold Schultz reviewed the Agreement for Professional Services 2019 Pavement Maintenance Project, FAA A.I.P. 3-53-0022-025-2019 with JUB Engineers, Inc.

Following discussion,

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

APPROVE THE AGREEMENT FOR PROFESSIONAL SERVICES 2019 PAVEMENT MAINTENANCE PROJECT, FAA A.I.P. 3-53-0022-025-2019 WITH JUB ENGINEERS, INC. IN THE AMOUNT OF $113,720.00.

MOTION CARRIED 5-0.

7. Resolutions

A.

There were no Resolutions.

8. Ordinances

A. Ordinance 2019-986 ~ Amending Chapter 10.08 of Deer Park Municipal Code, Load Limit Restrictions When Seasonal Road Restrictions are in Effect. ~ **Third Reading**

Mayor Verzal read the heading to Ordinance 2019-986 indicating it is the third reading. *Brian Ramsden* reviewed Ordinance 2019-986.

IT WAS MOVED BY CRAGUN, SECONDED BY BABB TO:

APPROVE ORDINANCE 2019-986 ~ AMENDING CHAPTER 10.08 OF DEER PARK MUNICIPAL CODE, LOAD LIMIT RESTRICTIONS WHEN SEASONAL ROAD RESTRICTIONS ARE IN EFFECT.

MOTION CARRIED 5-0.

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 POLOWSKI; MOTION CARRIED (5-0) TO APPROVE THE CONSENT AGENDA.

A. Approval of Voucher Claim Check Nos. 37730 through 37767 including EFT Debits in the amount of $272,784.34 for the First Half of June 2019.

10. Interested Citizens: Oral Communications, Requests, and Comments from Audience on Unrelated Agenda Items.

Rex Schimke, E. B Street , shared a couple of minor concerns he had regarding visibility on Washington Ave. from B to C Streets from overgrowing vegetation and Solid Waste cans being left out all week. He had one major concern regarding the new Bike Park and the increased vehicular traffic in his area.

Brandon Warren shared some concerns he had regarding some comments he had heard from the last Council meeting. He felt his elected officials should stand up for vulnerable citizens.

Danielle Holstine, Executive Director, Deer Park Chamber of Commerce spoke to Chamber activities. She also extended an invitation to all candidates to attend the September Meeting of the Chamber of Commerce.

11. Report of Departments

Dave Matz, Code Enforcement Officer, updated the Mayor and Council on code enforcement activities.
Brian Ramsden, stated the pool is ready to go and the Lifeguards are being hired. The pool is set to open July 1, 2019 from the hours of noon to 5:00 p.m. with noon to 1:00 p.m. for adult swim then open swim for all 1:00 p.m. to 5:00 p.m. He also stated the street stripping has been scheduled and should start soon.
Darold Schultz, updated the Mayor and Council with the happenings at the Airport.

12. Report of Officers

Councilmember Cragun stated she and Mayor Verzal will be attending the AWC Annual Conference next week.
Councilmember Schut stated the Pet Parade is this Saturday June 22, 2019 and the theme for this year is "Super Hero." All pets are welcome.
Councilmember Stevens inquired as to what kind of vegetation is dangerous and whose responsibility it is to take care of overgrown vegetation in the ROW. Brian Ramsden, Street Supervisor state the City can go and prune back a shrub or tree if it is impeding visibility. This is especially true if the vegetation is impeding the Clear View Triangle.
Councilmember Polanski also spoke to overgrown vegetation.
Mayor Verzal spoke to the upcoming Fourth of July Celebration and the personal use of Fireworks. He stated there will be three Deputy's on duty and he would like the Council to weigh in on what they would like to see happen (accomplished) this Fourth of July. There was a consensus of the Council that if a ticket was warranted it should be written.

13. Executive Session

There was no Executive Session.

14. Adjournment

There being no further business before the Council, Mayor Verzal adjourned the meeting at 8:24 P.M.

Mayor Tim Verzal

Deby Cragun, City Clerk/Treasurer

SRTC SPOKANE REGIONAL TRANSPORTATION COUNCIL

421 W. RIVERSIDE AVE. SUITE 500 • SPOKANE WA 99201 • 509.343.6370 • WWW.SRTC.ORG

RECEIVED
JUN 24 2019
CITY OF DEER PARK
(509) 276-8801

June 20, 2019

The Honorable Tim Verzal
City of Deer Park
PO Box F
Deer Park WA 99006

Dear Mayor Verzal:

This letter serves as a follow-up to the June 13, 2019 meeting of the Spokane Regional Transportation Council (SRTC) Board of Directors regarding the unanimous approval of the resolution for the Census 2020 Complete Count Contribution.

SRTC will collect member agencies' voluntary contributions and distribute the funds to the Innovia Foundation per the MOU between SRTC and Innovia. **SRTC asks that you notify SRTC no later than July 5, 2019 as to your agency's preference to make the voluntary contribution prior to August 30, 2019; or if budgetarily necessary in 2020 by February 15, 2020.** Exhibit B lists the agency amounts for the voluntary contributions. City of Deer Park's share is $447.

On behalf of SRTC, I'd like to thank you for your continued support and participation in the regional transportation planning process. If you have any questions, please contact Greg Griffin at (509) 343-6370 or at ggriffin@srtc.org.

Sincerely,

Sabrina C. Minshall,
Executive Director

Enclosure

cc: Deb Cragun, City Clerk/Treasurer
Dee Cragun, Council Member

Agenda Item 9

SRTC SPOKANE REGIONAL TRANSPORTATION COUNCIL
421 W. RIVERSIDE AVE. SUITE 500 • SPOKANE WA 99201 • 509.343.6370 • WWW.SRTC.ORG

MEMORANDUM

DATE: June 6, 2019

TO: SRTC Board of Directors

FROM: Sabrina Minshall, AICP SRTC Executive Director

SUBJECT: Census 2020 Complete Count Contribution

a. Resolution for Voluntary Collection of Member Contributions to support the 2020 Census
b. Memorandum of Understanding for 2020 Census Coordinator: SRTC and Innovia Foundation

Representatives from the Spokane Census 2020 Complete Count Committee addressed the SRTC Board of Directors in March and May of this year, regarding the benefits to the region of an accurate census count. One of the ways this can be accomplished is by hiring a short-term Census Coordinator to oversee Census completion efforts in Spokane County.

In March the committee members explained that Innovia Foundation agreed to provide office space, technology and administrative support for the temporary Census Coordinator position. They presented a proposal in which local jurisdictions contribute funds for the Census Coordinator's salary, to be administered through Innovia Foundation. Board members suggested that the SRTC dues structure could be used to create a funding structure to pay the salary for the Census Coordinator. SRTC staff subsequently provided the structure for the Complete Count Committee's use.

At the May Board meeting, representatives from the Complete Count Committee distributed a Memorandum of Understanding (MOU) between member agencies and Innovia foundation with suggested agency contribution amounts; they asked Board members to share it with their respective councils and staff. Board members discussed the timing of paying an assessment, filling the Coordinator position by this summer, and jurisdictions' cash flow timing.

Board members suggested an alternative of the funding requests coming from SRTC as a special assessment rather than from Innovia. SRTC legal counsel reviewed the SRTC Interlocal Agreement (ILA) and provided guidance, noting that the ILA language allows for such action provided the Board approves the assessment by resolution and the assessment is voluntary.

For this special assessment process, a notice would be prepared by SRTC as a voluntary assessment, funds would be collected by SRTC, and then delivered to Innovia for the sole purpose as designated in the Board resolution. The action would also require a subsequent budget amendment as payment from member agencies may arrive throughout the next few months of the budget year. As some agencies/jurisdictions may not have this item in their budgets until 2020, SRTC is prepared to provide an advance for the assessment from cash reserves, at the discretion of the Board of Directors.

The Board directed SRTC staff to prepare both a resolution for the voluntary assessment and a MOU between SRTC and Innovia, to which members would become party to through their payment of the assessments, rather than individual MOUs with Innovia and each member agency/jurisdiction.

The MOU with Innovia contains a provision stating that if the actual collection of assessments is less than the anticipated amount (if any agency does not pay the assessment) that the hours or length of the position would be reduced, and partial funds would be returned to SRTC.

Public Involvement
All SRTC Board meetings are open to the public. This item was discussed at the March and May Board meetings.

Policy Implications
The Census has significant implications towards accurate information used in transportation planning and in provision of transportation revenues for the SRTC planning area. The SRTC ILA provides for options for involvement in *Section 3 of the ILA POWERS and FUNCTIONS:*

(g) "To participate in the development and maintenance of transportation related information necessary to support the functions and responsibilities of the Council; and

(l) "To perform such other transportation planning and program related functions as the Board may hereinafter determine to be in the best interests of the Council and the members thereof, which are consistent with the terms of this agreement and related federal and state law."

Technical Implications
The Census provides critical information regarding demographics of the region, including transportation and a complete count is crucial. Substantial funding is tied to a complete count.

Prior Committee Actions
No official prior action has been taken.

Requested Action

a. Board approval of Resolution 19-02 regarding Voluntary Collection of Member Contributions to support Census 2020 and;
b. Board approval of MOU for Complete Count Coordinator Position between SRTC and Innovia Foundation related to the Complete Count Coordinator position.

Exhibit B

	Total Cost **	$ 100,000
Agency	**April 1, 2018 OFM Population Estimate [2]**	**% of Total Dues w/ Agencies**	**% applied to budget w/ agencies**
Airway Heights Council Member Dave Malet	9,085	0.96%	958.00
Cheney Council Member Paul Schmidt	12,200	1.29%	1,286.00
Deer Park Council Member Dee Cragun	4,240	0.45%	447.00
Fairfield	620	0.07%	65.00
Latah	195	0.02%	21.00
Liberty Lake Mayor Steve Peterson	10,390	1.10%	1,096.00
Medical Lake	4,990	0.53%	526.00
Millwood	1,790	0.19%	189.00
Rockford	480	0.05%	51.00
Spangle	275	0.03%	29.00
Spokane Mayor David Condon Council Member Lori Kinnear	220,100	23.21%	23,208.00
Spokane County* (Unincorp) Commissioner Al French Commissioner Josh Kerns	147,650	23.21%	23,208.00
Spokane Valley Council Member Arne Woodward	95,810	10.10%	10,102.00
Waverly	125	0.01%	13.00

City and County Subtotal	**507,950**	**61.20%**	**$ 61,199.00**

Spokane International Airport Mr. Larry Krauter, CEO		7.91%	7,908.00
Spokane Transit Ms. E. Susan Meyer, CEO		20.35%	20,349.00
WSDOT Mr. Mike Gribner		10.54%	10,544.00
Transportation Agency Subtotal		**38.80%**	**$ 38,801.00**

GRAND TOTAL	**100.00%**	**$ 100,000.00**

*County pays same $$ amount as City of Spokane

**60% for salary/personnel costs, 40% for program costs

Cell Site No.	**WA3291**
Cell Site Name:	**Deer Park**
Fixed Asset No.	**10013378**
Market:	**WA/OR/AK/N. ID**
Address:	**14 South Mission Ave., Deer Park, WA 99006**

FIRST AMENDMENT TO OPTION AND LEASE AGREEMENT FOR TELECOMMUNICATIONS SITE

THIS FIRST AMENDMENT TO OPTION AND LEASE AGREEMENT FOR TELECOMMUNICATIONS SITE ("**Amendment**"), dated as of the latter of the signature dates below (the "**Effective Date**"), is by and between City of Deer Park, a Washington Municipal Corporation, having a mailing address of 316 E. Crawford, Deer Park, WA 99006 (hereinafter referred to as "**Landlord**"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, successor in interest to GTE Wireless of the Pacific Incorporated, having a mailing address of 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319 (hereinafter referred to as "**Tenant**").

WHEREAS, Landlord and Tenant (or its predecessor) entered into an OPTION AND LEASE AGREEMENT FOR TELECOMMUNICATIONS SITE dated April 30, 1998 (hereinafter, referred to as the "**Agreement**"), whereby Landlord leased to Tenant certain Leased Premises, therein described, that are a portion of the Landlord's Property located at 14 South Mission Ave., Deer Park, Washington 99006; and

WHEREAS, the term of the Agreement will expire on September 20, 2028, and the parties mutually desire to extend the term of the Agreement, memorialize such renewal period and modify the Agreement in certain other respects, all on the terms and conditions contained herein; and

WHEREAS, Landlord and Tenant desire to amend the Agreement to adjust the Rent in conjunction with the modifications to the Agreement contained herein; and

WHEREAS, Landlord and Tenant desire to modify, as set forth herein, the Tenant's obligations to pay Rent to Landlord for a Rent Guarantee Period, as defined below; and

WHEREAS, Landlord and Tenant desire to amend the Agreement to modify the notice section thereof; and

WHEREAS, Landlord and Tenant, in their mutual interest, wish to amend the Agreement as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree that the recitals set forth above are incorporated herein as if set forth in their entirety and further agree as follows:

1. **Extension of Term.** As of ~~the Effective Date~~ September 21, 2023, the term provided in the Agreement and any extensions thereof, as applicable, shall be void and of no further force and consequence. The term of the Agreement shall be extended to provide that the Agreement has a new initial term of five (5) years ("**New Initial Term**") commencing on September 21, 2023. The Agreement will automatically renew, commencing on the expiration of the New Initial Term, for up to two (2) separate consecutive additional periods of five (5) years each (each such five (5) year additional period is hereinafter referred to as an "**Additional Extended Term**" and each such Additional Extended Term shall be considered an

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1. **Extension of Term.** As of the Effective Date, the term provided in the Agreement and any extensions thereof, as applicable, shall be void and of no further force and consequence. The term of the Agreement shall be extended to provide that the Agreement has a new initial term of five (5) years ("**New Initial Term**") commencing on September 21, 2023. The Agreement will automatically renew, commencing on the expiration of the New Initial Term, for up to two (2) separate consecutive additional periods of five (5) years each (each such five (5) year additional period is hereinafter referred to as an "**Additional Extended Term**" and each such Additional Extended Term shall be considered an

Extended Term under the Agreement), upon the same terms and conditions of the Agreement, as amended herein, unless Tenant notifies Landlord in writing of Tenant's intention not to renew the Agreement at least sixty (60) days prior to the expiration of the New Initial Term or the then current Additional Extended Term. The New Initial Term and the Additional Extended Term are collectively referred to as the Term ("**Term**"). Landlord agrees and acknowledges that except that as such permitted use or other rights may be amended herein, Tenant may continue to use and exercise its rights under the Agreement as permitted prior to the New Initial Term.

2. **Rent.** Commencing on September 21, 2023, the current Rent payable under the Agreement shall be One Thousand Two Hundred and No/100 Dollars ($1,200.00) per month and shall continue during the Term, subject to adjustment as provided herein.

3. **Modification of Tenant's Obligation to Pay – Rent Guarantee.** Notwithstanding Tenant's obligations to pay Rent set forth under the Agreement, for a forty-eight (48) month period commencing September 21, 2023 and ending September 20, 2027 ("**Rent Guarantee Period**"), Tenant's obligation to pay Rent is guaranteed and such obligation will not be subject to offset or cancellation by Tenant, except as due to loss from casualty or condemnation. Notwithstanding the foregoing, if Landlord exercises any of Landlord's rights to terminate the Agreement, if any, other than the Landlord's right to terminate the Agreement due to the default of Tenant under the terms of the Agreement beyond any applicable grace period, Tenant will be released from any and all of its obligations to pay Rent during the Rent Guarantee Period as of the effective date of the termination. In addition, Tenant shall be released from any and all of its obligations to pay Rent during the Rent Guarantee Period if any of the following shall occur: (a) Landlord is in breach of the Agreement, including but not limited to any default under the terms of the Agreement beyond any applicable grace and cure period; (b) there is a foreclosure of the Property which results in a termination of the Agreement; (c) the Landlord shall require Tenant to relocate Tenant's equipment and facilities to a location that is not acceptable to Tenant in its reasonable business judgment if allowed for in the Agreement, or (d) any existing government permits and/or approvals cannot be obtained or maintained, at no fault of the Tenant. If the Agreement is further modified in the future with an obligation for Tenant to pay additional Rent, the payment of Rent guarantee established in this paragraph will not be diminished or limited, but such Rent guarantee will not extend to that future additional Rent obligation.

4. **Future Rent Increase / Extension Term Increase.** The Agreement is amended to provide that commencing on September 1, 2028 and on the commencement of each Additional Extended Term thereafter, if applicable, Rent shall increase by twelve and one-half percent (12.5%).

5. **Sale of Property.**

(a) Landlord shall not be prohibited from the selling, leasing or use of any of the Landlord's Property or the surrounding property except as provided below.

(b) If Landlord, at any time during the Term of this Agreement, decides to rezone or sell, subdivide or otherwise transfer all or any part of the Leased Premises, or all or any part of the Landlord's Property or surrounding property, to a purchaser other than Tenant, Landlord shall promptly notify Tenant in writing, and such rezoning, sale, subdivision or transfer shall be subject to this Agreement and Tenant's rights hereunder. In the event of a change in ownership, transfer or sale of the Landlord's Property, within ten (10) days of such transfer, Landlord or its successor shall send the documents listed

below in this subsection (b) to Tenant. Until Tenant receives all such documents, Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement.

i. Old deed to Landlord's Property
ii. New deed to Landlord's Property
iii. Bill of Sale or Transfer
iv. Copy of current Tax Bill
v. New IRS Form W-9
vi. Completed and Signed AT&T Payment Direction Form
vii. Full contact information for new Landlord including phone number(s)

(c) Landlord agrees not to sell, lease or use any areas of the Landlord's Property or surrounding property for the installation, operation or maintenance of other wireless communications facilities if such installation, operation or maintenance would interfere with Tenant's permitted use or communications equipment as determined by radio propagation tests performed by Tenant in its sole discretion. Landlord or Landlord's prospective purchaser shall reimburse Tenant for any costs and expenses of such testing. If the radio frequency propagation tests demonstrate levels of interference unacceptable to Tenant, Landlord shall be prohibited from selling, leasing or using any areas of the Landlord's Property or the surrounding property for purposes of any installation, operation or maintenance of any other wireless communications facility or equipment.

(d) The provisions of this Section shall in no way limit or impair the obligations of Landlord under this Agreement, including interference and access obligations.

6. **Right of First Refusal.** Notwithstanding any other provisions contained in the Agreement, if at any time after the Effective Date, Landlord receives a bona fide written offer from a third party seeking any sale, conveyance, assignment or transfer, whether in whole or in part, of any property interest in or related to the Leased Premises, including without limitation any offer seeking an assignment or transfer of the Rent payments associated with this Agreement or an offer to purchase an easement with respect to the Leased Premises ("**Offer**"), Landlord shall immediately furnish Tenant with a copy of the Offer. Tenant shall have the right within ninety (90) days after it receives such copy to match the financial terms of the Offer and agree in writing to match such terms of the Offer. Such writing shall be in the form of a contract substantially similar to the Offer, but Tenant may assign its rights to a third party. If Tenant chooses not to exercise this right or fails to provide written notice to Landlord within the ninety (90) day period, Landlord may sell, convey, assign or transfer such property interest in or related to the Leased Premises pursuant to the Offer, subject to the terms of this Agreement. If Landlord attempts to sell, convey, assign or transfer such property interest in or related to the Leased Premises without complying with this Section 6, the sale, conveyance, assignment or transfer shall be void. Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement until Landlord complies with this Section 6. Tenant's failure to exercise the right of first refusal shall not be deemed a waiver of the rights contained in this Section 6 with respect to any future proposed conveyances as described herein.

7. **Acknowledgment.** Landlord acknowledges that: 1) this Amendment is entered into of the Landlord's free will and volition; 2) Landlord has read and understands this Amendment and the underlying Agreement and, prior to execution of the Amendment, was free to consult with counsel of its

choosing regarding Landlord's decision to enter into this Amendment and to have counsel review the terms and conditions of the Amendment; 3) Landlord has been advised and is informed that should Landlord not enter into this Amendment, the underlying Agreement between Landlord and Tenant, including any termination or non-renewal provision therein, would remain in full force and effect.

8. **Notices.** Paragraph 17 of the Agreement is hereby deleted in its entirety and replaced with the following:

NOTICES. All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

If to Tenant:

New Cingular Wireless PCS, LLC
c/o: AT&T Network Real Estate Administration
Cell Site No.: WA3291; Cell Site Name: DEER PARK (WA)
Fixed Asset No.: 10013378
1025 Lenox Park Blvd NE
3rd Floor
Atlanta, GA 30319

With a required copy of the notice sent to:

New Cingular Wireless PCS, LLC
Attn: AT&T Legal Department
Cell Site No.: WA3291; Cell Site Name: DEER PARK (WA)
Fixed Asset No.: 10013378
208 South Akard Street
Dallas, TX 75202-4206

As to Landlord:

City of Deer Park, Washington
316 E. Crawford
Deer Park, WA 99006
Attn: Mayor

Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

9. **Memorandum of Lease ("MOL").** Either party will, at any time upon fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Lease substantially in the form of the Attachment 1. Either party may record this memorandum at any time, in its absolute discretion.

10. **Charges.** All charges payable under the Agreement such as utilities and taxes shall be billed by Landlord within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord, and shall not be payable by Tenant. The foregoing shall not apply to monthly Rent which is due and payable without a requirement that it be billed by Landlord. The provisions of this subsection shall survive the termination or expiration of the Agreement.

11. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this Amendment, the terms of this Amendment shall control. Except as expressly set forth in this Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Amendment.

12. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

[SIGNATURES APPEAR ON THE NEXT PAGE]

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Fixed Asset No.	**10013378**
Market:	**WA/OR/AK/N. ID**
Address:	**14 South Mission Ave., Deer Park, WA 99006**

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute this Amendment on the dates set forth below.

LANDLORD:

City of Deer Park, Washington,
a Washington Municipal Corporation

By: _____

Name: _____

Title: _____

Date: _____

TENANT:

New Cingular Wireless PCS, LLC,
a Delaware limited liability company
By: AT&T Mobility Corporation
Its: Manager

By: _____

Name: _____

Title: _____

Date: _____

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

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LANDLORD ACKNOWLEDGMENT

STATE OF _____)
) SS.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the _____ of City of Deer Park, Washington, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____.

Notary Seal

_____
(Signature of Notary)

_____
(Legibly Print or Stamp Name of Notary)
Notary Public in and for the State of _____
My appointment expires: _____

Cell Site No.	**WA3291**
Cell Site Name:	**Deer Park**
Fixed Asset No.	**10013378**
Market:	**WA/OR/AK/N. ID**
Address:	**14 South Mission Ave., Deer Park, WA 99006**

TENANT ACKNOWLEDGMENT

STATE OF _____)
) SS.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the _____ of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____.

Notary Seal

_____
(Signature of Notary)

_____
(Legibly Print or Stamp Name of Notary)
Notary Public in and for the State of _____
My appointment expires: _____

ATTACHMENT 1

Memorandum of Lease

Prepared by:
Black Dot Wireless
27271 Las Ramblas - Suite 300
Mission Viejo, CA 92691

Return to:
New Cingular Wireless PCS, LLC
1025 Lenox Park Blvd NE
3rd Floor
Atlanta, GA 30319
Attn: Network Real Estate Administration

Re: Cell Site No.: WA3291
Cell Site Name: Deer Park
Fixed Asset Number: 10013378
State: Washington
County: Spokane

MEMORANDUM
OF
LEASE

This Memorandum of Lease is entered into on this ____ day of _____, 2019, by and between City of Deer Park, a Washington Municipal Corporation, having a mailing address of 316 E. Crawford, Deer Park, WA 99006, (hereinafter referred to as "**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319 (hereinafter referred to as "**Tenant**").

1. Landlord and Tenant (or its predecessor) entered into an OPTION AND LEASE AGREEMENT FOR TELECOMMUNICATIONS SITE dated April 30, 1998 (hereinafter, referred to as the "**Agreement**"), as amended by that certain First Amendment to Option and Lease Agreement for Telecommunications Site dated _____, 2019 (hereinafter, collectively referred to as the "**Agreement**") for the purpose of installing, operating and maintaining a communications facility and other improvements at Landlord's real property located in the City of Deer Park, County of Spokane, commonly known as 14 South Mission Ave. All of the foregoing is set forth in the Agreement.

2. The New Initial Term will be five (5) years ("**New Initial Term**") commencing on September 1, 2023, with two (2) successive five (5) year options to renew.

3. The portion of the land being leased to Tenant (the "**Premises**") is described in **Exhibit 1** annexed hereto.

4. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

[SIGNATURES APPEAR ON THE NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

LANDLORD:	**TENANT:**
City of Deer Park, Washington, a Washington Municipal Corporation	New Cingular Wireless PCS, LLC, a Delaware limited liability company By: AT&T Mobility Corporation Its: Manager
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

LANDLORD ACKNOWLEDGMENT

STATE OF _____)
) SS.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the _____ of City of Deer Park, Washington, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____.

Notary Seal

_____
(Signature of Notary)

_____
(Legibly Print or Stamp Name of Notary)
Notary Public in and for the State of _____
My appointment expires: _____

TENANT ACKNOWLEDGMENT

STATE OF _____)
) SS.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the _____ of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____.

Notary Seal

_____
(Signature of Notary)

_____
(Legibly Print or Stamp Name of Notary)
Notary Public in and for the State of _____
My appointment expires: _____

EXHIBIT 1

DESCRIPTION OF PREMISES

to the Memorandum of Lease dated _____ ___, 2019, by and between City of Deer Park, a Washington Municipal Corporation, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Premises are a portion of the Property described and/or depicted as follows:

Lot 7 of Block 4, Arcadia Orchards 1st Addition to Deer Park, situate in the City of Deer Park, Spokane County, Washington

RESOLUTION NO. 2019-005

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DEER PARK, WASHINGTON, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY AND THE WASHINGTON STATE COMMUNITY ECONOMIC REVITALIZATION BOARD FOR AID IN FINANCING THE COST OF PUBLIC FACILITIES CONSISTING OF THE INDUSTRIAL INFRASTRUCTURE PROJECT KNOWN AS THE CEDAR ROAD PROJECT WHICH INCLUDES CONSTRUCTION OF AN ALL SEASON ROADWAY, WATER AND SEWER FACILITIES, PEDESTRIAN SIDEWALKS, AND STREET LIGHTING FROM SIXTH STREET TO ENOCH ROAD.

THE CITY COUNCIL OF THE CITY OF DEER PARK, WASHINGTON, HEREBY RESOLVE AS FOLLOWS:

Section 1. The Mayor is hereby authorized and directed to execute on behalf of the City a final contract between the Community Economic Revitalization Board ("CERB") and the City and to execute all other documents as may be necessary to secure partial financing for the cost of construction of the City Industrial Infrastructure Project known as the Cedar Road Project, which includes construction of an all season roadway, water infrastructure, sewer infrastructure, pedestrian sidewalks, and street lighting on Cedar Road from Sixth Street to Enoch Road. This authorization and direction is made with the understanding that the terms of the CERB financing contract shall be generally as set forth in Section 2 of this Resolution.

Section 2. The terms of the CERB financing contract shall consist of a CERB loan to the City in the amount of One Million Two Hundred Fifty Thousand Dollars ($1,250,000) with an interest rate of three percent (3%) per annum. Repayment of this general obligation loan shall occur over a term of twenty (20) years. The City pledges its full faith and credit to repayment of this contractual loan obligation. The City reserves the right to

accelerate payments on principle and eliminate the interest on any accelerated principle payments. A copy of the Initial Offer of Financial Aid is attached hereto, marked as Exhibit "A" and made a part herein as if set forth in full.

Section 3. The City Clerk/Treasurer shall establish a separate fund to be known as the Community Economic Revitalization Board (CERB) Fund. Sufficient monies shall be placed in this Fund to meet the loan repayment schedule for the general obligation loan described above in this Resolution. The source of the funds used to repay the loan shall include the funds received from participants in a local improvement district to be formed in the City, the participants of which shall be the specifically benefitted owners of properties abutting Cedar Road where the Cedar Road Project improvements will be constructed.

Section 4. This Resolution shall be effective immediately upon passage by the City Council.

APPROVED by the City Council at an Open Public Meeting the _____ day of _____, 2019.

_____
TIMOTHY VERZAL, MAYOR

ATTEST/AUTHENTICATED:

_____
DEBY CRAGUN, CITY CLERK/TREASURER

Project Number: C2019-245
Contract #: S19-790A0-168

Washington State
Community Economic Revitalization Board

Initial Offer of Financial Aid

City of Deer Park
Federal Tax Number: **91-6001420**
Offer Date: **March 21, 2019**

The Community Economic Revitalization Board (CERB) is authorized by chapter 43.160 RCW to provide funds to political subdivisions to assist in financing the cost of certain public facilities. This Initial Offer of Financial aid is contingent upon the availability of CERB funds. CERB hereby offers to make funds available to **City of Deer Park,** hereafter referred to as the "Contractor," in order to aid in financing the cost of, or improvements to, public facilities consisting of the **Deer Park Industrial Infrastructure – Cedar Road** as described in the application (hereafter collectively referred to as the "Project").

This offer consists of:

- General Obligation loan of $1,250,000
- Interest rate: 3.00 percent (%) per annum on the outstanding principal balance
- Term: 20 years maximum

This offer is subject to completion of pre-contract conditions, as described in Attachment A.

A final contract shall be developed by CERB prior to disbursement of funds. No project costs incurred prior to this offer date will be reimbursed by CERB. In the event a final contract is not executed, no CERB funds will be disbursed.

If accepted, this Initial Offer of Financial Aid must be signed and returned to CERB by **May 10, 2019.**

ACCEPTANCE

FOR CERB

Randy Hayden, Chair
Community Economic Revitalization Board

Date: 5/22/19

FOR THE CONTRACTOR

Signature

Name: Timothy Vreeak

Title: Mayor

Date: 5/15/19

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 **37768 through 37792 including EFT Debits in the amount of $74,536.88.**

_____

City Clerk/Treasurer

Council Approval

We, the undersigned Council Members of the ***City of Deer Park*** approve the payment of Claims Checks **37768 through 37792 including EFT Debits in the amount of $74,536.88 this 3rd day of July 2019.**

_____ _____

_____ _____

_____

Vouchers 2nd Half Jun 2019

Number	Vendor Name	Account Description		Amount
37768	Deer Park Golf Club	Repair and Maintenance		$4,574.20
37769	Cragun, Helen	Travel/training		$132.59
37770	Timothy Verzal	Travel/training		$181.77
37771	7C's Construction, Inc	Perrins Park		$6,174.67
		Golf Course Bridge		$6,486.00
			Check Total:	$12,660.67
37772	A-1 Team Heating and Cooling	Pool Repair & Maintenance		$145.94
37773	American Linen	Mat Change Out and Supplies		$392.77
37774	Anatek Labs	Water Testing		$835.00
37775	Canon Financial Services, INC	Airport Graphics Equipment		$56.97
37776	Centurylink	Communications		$1,794.24
37777	City Service Valcon, LLC	Resale Fuel		$25,771.12
37778	Department of Ecology	Dept of Ecology License		$520.00
37779	Diamond Building Supply	Supplies For Park		$377.81
37780	Garden Springs Greenhouse	Flowers for Shop		$108.00
37781	Greater Spokane Incorporated	Annual Membership		$750.00
37782	H.D. Fowler Company	Items Purchased For Resale		$817.76
		Perrins Park		$768.55
			Check Total:	$1,586.31
37783	Jub Engineers, Inc.	Parks and Rec Plan Update		$1,662.65
37784	K & K INSURANCE GROUP, INC.	Community Celebrations Settlers Insurance		$2,500.00
37785	Ogden/Murphy/Wallace PLLC	Legal Services Rendered		$3,083.80
		Airport/Water Prof Service		$3,796.00
			Check Total:	$6,879.80
37786	Reliance Janitorial	City Hall Janitorial Services		$525.00
37787	Ricoh USA, Inc	City Hall Copier Contract		$208.62
		Supplies		$256.66
			Check Total:	$465.28
37788	Schultz's Aviation, LLC	Airport Management Contract Jun 2019		$9,166.67
37789	Spokane County District Court	Professional Services		$1,061.02
37790	Spokane County Treasurer/SCRAPS	Spokane County Regional Animal Control		$894.07
37791	Washington State Auditor	State Auditor Fees		$400.40
37792	Western Equipment Dist	Repair & Maintenance		$219.60
EFT Debit June 2019 Postage Refill	United States Postal Svc	Communications		$875.00
	Grand Total			**$74,536.88**

Total Accounts Payable for Checks #37768 Through #EFT Debit June 2019 Postage Refill

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 **13373 through 13407 including 941 and PMFL Taxes in the amount of $108,221.04.**

_____

City Clerk/Treasurer

Council Approval

We, the undersigned Council Members of the ***City of Deer Park*** approve the payment of Payroll Checks numbered **13373 through 13407 including 941 and PMFL Taxes in the amount of $108,221.04 this 3rd day of July 2019.**

_____ _____

_____ _____

_____

Filed for and return to:

City of Deer Park
316 East Crawford
P. O. Box F
Deer Park, WA 99006

The information contained in this boxed section is for recording purposes only pursuant to RCW 36.18 and RCW 65.04, and is not to be relied upon for any other purpose, and shall not affect the intent of or any warranty contained in the document itself.

Grantor(s): City of Deer Park, a Washington municipal corporation
Grantee(s): Daniel R. Klingensmith and Mariyln L. Klingensmith, husband and wife
Reference Number(s) of Documents Amended: N/A
Abbreviated Legal Description: The S half of the N half of the SW Quarter of the SE Quarter of Section 35, T 29 N, Range 42 E.W.M.
Legal Description: On Page 2 of this document
Assessor's Parcel Number(s): 29354.9077

CITY OF DEER PARK
OUTSIDE WATER SERVICE AGREEMENT

This Outside Water Service Agreement (hereinafter referred to as "Agreement") is entered into between the City of Deer Park, Washington, a Washington municipal corporation (hereinafter referred to as "City") and Daniel R. Klingensmith and Mariyln L. Klingensmith, husband and wife, (hereinafter collectively referred to as "Customer"). Either the City or Customer may sometimes be referred to herein as a "Party" or collectively as the "Parties". The City and Customer agree as follows:

1. Customer has applied to the City for a connection of Customer's real property located on North Colville Road and legally described as follows:

THE SOUTH HALF OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 29 NORTH, RANGE 42 EAST W.M., SPOKANE COUNTY, STATE OF WASHINGTON.

EXCEPT ROAD RIGHT OF WAY;

ALSO SHOWN AS PARCEL C OF RECORD OF SURVEY RECORDED AS AUDITOR'S FILE NO. 6423961.

(hereinafter "Customer's Property")

2. Customer's Property is presently located outside of the City limits.

3. This Agreement is entered into pursuant to Deer Park Municipal Code Chapter 13.04.

4. In consideration of the City permitting Customer to connect to the City domestic water supply system at Customer's expense, Customer agrees to pay when due all City connection charges, service charges, future local improvement district charges, if any, and any charge and expenses associated with the water service applied for by Customer.

5. Customer agrees that extension of the water service to Customer's Property shall be at Customer's expense and in accordance with all applicable rules, regulations, ordinances, resolutions, state laws, and federal laws, as the same exist now or may hereafter be amended. Customer agrees that the provisions of the Deer Park Municipal Code and other ordinances and resolutions of the City shall apply to Customer to the extent the same regulate and apply to the City water system. All penalties identified in the Deer Park Municipal Code or other ordinances or resolutions of the City shall apply to Customer as if Customer's Property was located in the City.

6. Customer acknowledges the City provision of water to Customer's Property is limited to Customer's current use as applied for by Customer. No expansion of the current use shall be made by Customer, or Customer's successors, without the

express written approval of the City. The future subdivision, segregation, development, or sale of all or a portion of Customer's Property shall not create a right to additional or expanded City water services.

7. Customer hereby releases the City from any liability for loss or damages that may be suffered by Customer as a result of City's shortage of water system capacity, which may be occasioned from time to time due to circumstances and events beyond the reasonable control of the City. The City does not guarantee Customer any particular water flow or water pressure. Water flow and water pressure issues shall be resolved by Customer at Customer's sole cost and expense.

8. Customer promises and agrees to execute and deliver all notices, petitions, and any other documents requested at any time by the City in order to annex Customer's Property, or any portion thereof, to the City and Customer agrees to actively promote and participate in any such future annexation proceedings.

a. Customer understands that annexation to the City of Customer's Property shall occur when required by the City. With full understanding, Customer agrees to sign a petition for the annexation to the City at such time as a petition is circulated or the City requests the Customer to sign such a petition, and the Customer hereby agrees that the Mayor of the City may sign the petition for the Customer as its attorney-in-fact, should the Customer fail, refuse or be unable to do so.

b. Customer understands that Customer has the right to protest annexation to the City. With full understanding of the right to protest and the consequences of annexation to the City, Customer agrees to participate in any annexation and hereby and forever waives the right to protest the same.

c. Nothing herein shall be considered as in any way limiting the authority of the City to determine the necessity for annexation to the City.

9. Customer agrees to eliminate, at Customer's expense, all potential cross connection sources of contamination and install an "approved back flow preventer" and an "approved back flow prevention assembly" as either may be requested by the City. Customer agrees that Chapter 13.06 of the Deer Park Municipal Code, as the same exists now or may hereafter be amended, applies to Customer's Property.

10. This Agreement shall be binding upon all successors in title to the Customer's Property, shall be recorded with the Spokane County Auditor, and shall constitute a covenant running with the Customer's Property.

11. If any section, sentence, clause, or phrase of this Agreement 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 Agreement.

12. Venue for any dispute arising out of the existence of this Agreement shall be in the Superior Court of the State of Washington in and for Spokane County. The substantially prevailing party in any legal action pertaining to this Agreement shall be entitled to an award of its reasonable attorneys' fees and costs.

13. The Customer's application on file with the City and this Agreement constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede all prior agreements or understandings among the Parties with respect thereto. This Agreement may be amended only by an agreement in writing signed by the Parties.

14. The terms of this Agreement shall expire without further action of either Party if no physical connection of the Customer's Property to the City water system is made within two (2) years of the Effective Date of this Agreement.

[remainder of page intentionally left blank]

15. The Effective Date of this Agreement shall be the date this Agreement is approved by the City.

APPROVED BY CUSTOMER:

By: _____
Daniel R. Klingensmith

STATE OF WASHINGTON)
) ss.
COUNTY OF SPOKANE)

I certify that I know or have satisfactory evidence that Daniel R. Klingensmith is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 5/31/2017

_____
NOTARY PUBLIC
Tyler Owens
(Print Name)
My Appointment Expires: May 18, 2019.

Notary Public
State of Washington
TYLER J OWENS
MY COMMISSION EXPIRES
May 18, 2019

APPROVED BY CUSTOMER:

By: _____
Mariyln L. Klingensmith

STATE OF WASHINGTON)
) ss.
COUNTY OF SPOKANE)

I certify that I know or have satisfactory evidence that Mariyln L. Klingensmith is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 5/31/17

Notary Public
State of Washington
TYLER J OWENS
MY COMMISSION EXPIRES
May 18, 2019

_____
NOTARY PUBLIC
Tyler Owens
(Print Name)
My Appointment Expires: May 18, 2019.

APPROVED BY the City Council of the City of Deer Park, Washington at an Open Public Meeting the _____ day of _____, 2018.

By: _____
Mayor Timothy Verzal

STATE OF WASHINGTON)
) ss.
COUNTY OF SPOKANE)

I certify that I know or have satisfactory evidence that Timothy Verzal is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Mayor of the City of Deer Park, Washington, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

_____
NOTARY PUBLIC

_____
(Print Name)
My Appointment Expires: _____

SPOKANE COUNTY SHERIFF'S OFFICE
EXTRA DUTY SERVICE CONTRACT

Contract #:2019-000277

THIS CONTRACT is between the **Spokane County Sheriff**, "SHERIFF," and Deer Park City Hall, whose address is, Attn: Timothy Verzal, P.O. Box F, Deer Park, Wa 99006, jointly referred to as the "PARTIES."

The Parties agree as follows:

1. **PERFORMANCE.** The SHERIFF shall provide the CONTRACTOR with the following extra duty Sheriff Deputy services:

(a) **Number of Deputies:** Three uniformed Sheriff Deputies. Deputies will be assigned and coordinated through the Spokane County Extra-duty Office, based on availability.

(b) **Hours and dates to be worked:** Thursday, July 4, 2019 from 6:00p.m. to 11:00p.m., or as needed by the CONTRACTOR, coordinated and approved through the Spokane County Extra Duty Office. If contract term defines the time of performance for a longer period of time than is specified here, additional hours and dates are nonetheless covered by this Contract, as agreed upon by the parties.

(c) **Vehicles and equipment:** Deputy issued equipment and two patrol cars.
(d) **Specific location of service:** City of Deer Park, Wa.

(e) **Duties may include (but are not limited to):** General security and traffic control during special events.

2. **CONTRACT TERM.** The time of performance of the Contract shall be from July 4, 2019 to December 31, 2019.

3. **COMPENSATION.** The CONTRACTOR shall pay the SHERIFF as full compensation for everything furnished and done under this Contract a fee of **$75.00 per hour, per deputy, with a four hour minimum, and $12.00 per hour, per vehicle.**

4. **PAYMENT.** The CONTRACTOR shall pay for the services under this Contract in accordance with paragraph B of the General Terms and Conditions unless otherwise stated: **Contractor shall be billed following event for services rendered.**

5. **GENERAL TERMS AND CONDITIONS.** The CONTRACTOR has read and agrees to the General Terms and Conditions set forth on the reverse side of this document.

Date Contract signed: _____

SPOKANE COUNTY SHERIFF

By: _____

CONTRACTOR:

Date Contract signed: _____

_____
Please print name clearly

By: _____
Signature

Title: _____

GENERAL TERMS AND CONDITIONS

A. **FEES.** The SHERIFF has established fees for services and vehicles as follow:

1. **Sheriff Deputy** (four hour minimum)

a. **Hourly wage rate**	**$60.00**
b. **Administrative Overhead** (per hour per Deputy)	**$15.00**
Total cost per hour per Deputy:	**$75.00**
Total cost per hour per Supervisor (when utilized)	**$75.00**

2. **Patrol Vehicle(when necessary)**

When used for visibility only	**$ 5.00**
When used for traffic control (per hour per vehicle - two hour minimum)	**$ 12.00**

B. **PAYMENT.** All compensation for services requested will be pre-paid by cash, money order, certified check, travelers check or cashier's check at the time of the approval of the Contract by the SHERIFF, unless provided to the contrary herein. All checks shall be payable to "County Treasurer's Office", and mailed to Spokane County Treasurer's Office, Attn: Sheriff/Admin, P.O. Box 2165, Spokane, WA 99210.

C. **DUTY STATUS.** Each deputy Sheriff engaged in extra duty employment of a law enforcement nature is considered to be in an on-duty status. The Deputy Sheriffs are subject to call by the Sheriff of Spokane County or his designee at any time for emergencies, special assignment, or overtime duty. Extra duty employment does not infringe on this obligation.

D. **ADHERENCE TO SHERIFF POLICIES AND PROCEDURES.** Sheriff Deputies engaged in extra duty employment are obligated to discharge all duties of their office and to adhere to Spokane County Sheriff's Office policies and procedures at all times.

E. **PRIMARY DUTY TO SHERIFF.** Sheriff Deputies on extra duty assignment have a primary obligation to the SHERIFF, not the CONTRACTOR. They are expected to discharge all duties of their position, to enforce all laws and ordinances, and to adhere to all Sheriff's Office policies, procedures, rules and regulations, as well as meeting CONTRACTOR's needs.

F. **NON-DISCRIMINATION.** During the performance of this Contract, the CONTRACTOR shall not discriminate on the basis of race, color, sex, religion, national origin, creed, age or the presence of any sensory, mental of physical handicap.

G. **LIABILITY.** Each Party shall be responsible and liable for the consequences of any act or failure to act on the part of itself, its employees and its agents. Each party shall be responsible for its own negligence. Neither Party shall indemnify nor hold the other party harmless, in accordance with state and federal law.

H. **EVENT CANCELLATION.** In the event it becomes necessary for the CONTRACTOR to cancel the extra duty job, it is the CONTRACTOR's responsibility to notify the Extra-Duty Coordinator at (509) 835-4564 or 994-9504 as soon as possible, no less than six (6) hours before the extra-duty job was to begin. Every effort will be made by the SHERIFF's Extra Duty Office to contact the Deputy. If a Deputy can not be contacted and reports to the assigned duty, each reporting Deputy shall be paid a minimum of four (4) hours. The CONTRACTOR is responsible for these costs.

I. **RESERVE DEPUTIES.** In the event the Extra Duty Employment cannot be filled by a regular full time deputy, it may be filled by a Sheriff's Reserve Deputy, by the permission of the CONTRACTOR. All other terms and conditions shall still apply.