

**City of Deer Park  
City Council Agenda  
October 17, 2018  
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
  - Clerk/Treasurer: Deby Cragun
- 2. Invocation**
- 3. Pledge of Allegiance & Welcome**
- 4. Approval of Agenda**
- 5. Approval of October 03, 2018 regular council meeting minutes.**
- 6. New Business**
  - A. Fireworks Discussion
- 7. Resolutions**
  - A.
- 8. Ordinances**
  - A.
- 9. Consent Agenda**
  - A. Approval of Voucher Claim Check Nos. 37070 through 37102 including EFT Debits in the amount of \$561,282.86 for the First Half of October 2018.
  - B. Deer Park Lease Agreement ~ Philip Melton.
  - C. Hope Meadows Phase 3 Plat Approval ~ File LP 2010-1
  - D. Memorandum of Understanding between the City and School District for the School Resource Deputy for the 2017-2018 School Year.
- 10. Interested Citizens: Oral Communications, Requests, Comments from Audience**
- 11. Report of Departments**
- 12. Report of Officers**
- 13. Executive Session**
- 14. Adjournment**



**City of Deer Park  
City Council Minutes  
October 03, 2018**

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

**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
Staff:	Roger Krieger
Airport Manager:	Darold Schultz, Schultz's Aviation, L.L.C.
Clerk/Treasurer:	Deby Cragun
Audience:	9

**2. Invocation**

Jeromy Waunch from the Vine Community Church 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 September 19, 2018 regular council meeting minutes.**

**IT WAS MOVED BY CRAGUN, SECONDED BY BABB; MOTION CARRIED (5-0) TO APPROVE THE SEPTEMBER 19, 2018 REGULAR COUNCIL MEETING MINUTES AS PRESENTED.**

**6. New Business**

**A. Surplus Equipment Bids**

Roger Krieger reviewed the Surplus Equipment Bids.

Following discussion,

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

APPROVE THE SINGLE BID FOR THE 1975 INTERNATIONAL SEWER JETTER AND ALLOW TO ADVERTISE AT A LOWER PRICE FOR THE 2008 FORD PICKUP.

**MOTION CARRIED 5-0.**

**B. Change Order #2 Airport Improvement Program ~ N.A. Degerstrom Const. Co.**

Airport Manager, Darold Schultz reviewed Change Order #2 Airport Improvement Program.

Following discussion,

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

APPROVE CHANGE ORDER #2 AIRPORT IMPROVEMENT PROGRAM ~ N.A. DEGERSTROM CONSTRUCTION COMPANY.

**MOTION CARRIED 5-0.**

**7. Resolutions**

A. There were no Resolutions

**8. Ordinances**

A. Ordinance 2018-977~ Adopt The State Model Business License Language Under Chapter 35.90 RCW

Mayor Verzal read the heading to Ordinance 2018-977.

Mayor Verzal reviewed the Ordinance and requested to Waive the Three Reading Process.

**IT WAS MOVED BY CRAGUN, SECONDED BY POLOWSKI, TO WAIVE THE THREE READING PROCESS.**

**MOTION CARRIED 5-0.**

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

APPROVE ORDINANCE 2018-977 ~ ADOPT THE STATE MODEL BUSINESS LICENSE LANGUAGE UNDER CHAPTER 35.90 RCW

**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. 37040 through 37069 including EFT Debits in the amount of \$943,955.42 for the Last Half of September 2018
- B. Approval of Payroll Check Nos. 13090 through 13127 including 941 Taxes in the amount of \$97,722.78 for the month of September 2018.

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

Marilyn Reilly asked if the newspapers could print a list of what can and can't be recycled.

Mayor Verzal asked if the newspapers could print the information as a public service.

Warren Schick reminded those in attendance about the Chamber Auction on October 13, 2018 from 5:00 p.m. to 9:00 p.m. at the Eagles Lodge.

## 11. Report of Officers

Councilmember Polowski stated Pumpkin Lane will be at the end of October.  
Mayor Verzal stated the Fall Clean Green Event has been scheduled for October 19<sup>th</sup> and 20<sup>th</sup>.

## 12. Executive Session

There was no Executive Session.

## 13. Adjournment

There being no further business before the Council, Mayor Verzal adjourned the meeting at 7:13 P.M.

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Mayor Tim Verzal

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Deby Cragun, City Clerk/Treasurer



**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 **37070 through 37102 including EFT Debits in the amount of \$561,282.86.**

\_\_\_\_\_  
City Clerk/Treasurer

**Council Approval**

We, the undersigned Council Members of the *City of Deer Park* approve the payment of Claims Checks **37070 through 37102 including EFT Debits in the amount of \$561,282.86 this 17th day of October 2018.**

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# Vouchers 1st Half Oct 2018

Number	Vendor Name	Account Description	Amount
37070	City of Deer Park	Golf Course Cart Storage Addition	\$1,710.87
37071	American Linen	Fresheners	\$83.80
		Mat Change Out	\$248.21
		Check Total:	\$332.01
37072	Anatek Labs	Waste Water Testing	\$125.00
37073	Avista Utilities	Avista Lower Lvl City Hall	\$21.20
		Old Fire Station Building	\$63.52
		Utilities	\$22,935.91
		Check Total:	\$23,020.63
37074	Centurylink	Communications	\$1,733.31
37075	City of Deer Park	12% Utility Tax to Gen/Street Funds	\$22,952.81
		Full Service Fuel Surcharge	\$1,240.83
		Old Fire Station Building	\$72.92
		Utilities	\$3,739.80
		Check Total:	\$28,006.36
37076	City Service Valcon, LLC	Fuel	\$1,284.40
		Terminal Maintenance	\$16.00
		Resale Fuel	\$64,478.38
		Vehicle Fuel	\$185.26
		Check Total:	\$65,964.04
37077	Deer Park Ace Hardware	R & M Structures	\$65.96
		Supplies	\$395.69
		Check Total:	\$461.65
37078	Deer Park Chamber of Commerce	Deer Park Chamber Assistance	\$700.00
		Visitor Information & Tourism Promotion	\$250.00
		Check Total:	\$950.00
37079	Economic Development NW	Economic Develop Contract	\$1,700.00
37080	H & H Business Systems	Airport Graphics Equipment	\$60.14
37081	H.D. Fowler Company	Items Purchased For Resale	\$3,236.94
37082	Industrial Communications	Radio Repair	\$54.05
37083	Inland Power And Light	Utilities	\$2,767.18
37084	Lannings Supply	R & M Structures	\$3.97
37085	Napa Auto Parts	Equipment Supplies	\$314.82
37086	Navitor, Inc	Planning Commision Plaque (C Elmore)	\$12.49
37087	Off. of The St. Treasurer	Building Code Fee Remittance	\$338.00
37088	Office Depot	Central Services Supplies	\$152.03
		Supplies	\$51.12
		Check Total:	\$203.15

37089	Penelope Loomis	EDA Application Assistance	\$1,350.00
37090	Prettyman's Septic Service	Airport Fly In	\$560.00
		Professional Services	\$255.00
		Check Total:	\$815.00
37091	Rodda Paint Co.	Aairport Striping Supplies	\$604.95
37092	Schultz's Aviation, LLC	Full Service Fuel Surcharge	\$1,240.83
37093	Spokane County Treasurer	Repair & Maintenance	\$211.25
37094	Spokesman-Review	Noanet Franchise agreement	\$154.06
		Sealed Bids	\$363.70
		Check Total:	\$517.76
37095	T. LaRiviere Equipment and Excavation	FAA AIP Grant #24	\$397,462.08
37096	TMG	Pump Repair	\$1,574.36
37097	Toner's Excavating	Playground Equipment Swinyard Park	\$216.20
37098	Tribune	Ads And Legals	\$40.00
37099	Verizon Wireless	Cell Phones	\$293.56
37100	Washington Trust Bank	Senior Center Phone	\$62.80
		Dues/memberships	\$85.00
		Professional Services	\$119.00
		Supplies	\$629.13
		Tools & Equipment	\$1,736.84
		Travel/training	\$42.95
		Check Total:	\$2,675.72
37101	Waste Management	Professional Services	\$194.43
37102	Wilbur-Ellis Company	Spray/fertilizer	\$1,668.99
3RD QTR 2018 LEASEHOLD TAX REMIT	State of Washington/Dept of Revenue	Leasehold Tax Remit	\$2,568.00
		Leasehold Tax	\$4,812.22
		Leasehold/sales Tax Remitt	\$139.03
		Check Total:	\$7,519.25
COMBINED EXCISE TAXES SEPT. 2018	State of Washington	Excise Tax Remittance	\$7,338.99
		Fuel Sales Tax	\$6,484.45
		Leasehold/sales Tax Remitt	\$30.43
		Check Total:	\$13,853.87
EFT DEBIT Yearly Neopost ACH Fee Ach Fee Postage		Professional Services	\$50.00
<b>Grand Total</b>			<b>\$561,282.86</b>
<b>Total Accounts Payable for Checks #37070 Through #EFT DEBIT Yearly Ach Fee Postage</b>			

## DEER PARK AIRPORT LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter sometimes referred to as "Lease" or "Agreement") is made and entered into by and between the City of Deer Park, State of Washington, hereinafter referred to as "City" and Philip Melton, hereinafter referred to as "Lessee."

### WITNESS THAT

WHEREAS, THE CITY OF DEER PARK is the owner of certain described real estate, more fully described below; and

WHEREAS, THE LESSEE desires to lease the certain described property for the purpose described herein;

NOW, THEREFORE, for and in consideration of the premises provided herein and the mutual covenants and agreements hereinafter contained and other valuable consideration, the parties hereto agree, for themselves, their successors and assigns, as follows:

#### I. PREMISES

The City of Deer Park hereby leases to Lessee the parcel of land shown in **Exhibit A** and described as **Parcel 113** as identified on the Deer Park Municipal Airport Lease Lot Map (revision # 6), Spokane County, Washington (hereinafter the "Premises" or "Leased Premises").

The City covenants and agrees that it is in lawful possession of the property, and has good and lawful authority to execute this Lease. The Lessee hereby warrants that it has inspected the Premises and City has not made any promises, warranties, or statements other than as contained herein. Lessee accepts the Premises as is.

The City reserves the right to further develop or improve the landing area of the Airport as it sees fit, regardless of the desires or view of the Lessee, and without interference or hindrance.

The City reserves the right but shall not be obligated to the Lessee, to maintain and keep in repair the landing area of the Airport and all publicly-owned facilities of the Airport, together with the right to direct and control all activities of Lessee in this regard.

The City reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent the Lessee from erecting, or permitting to be erected, any building or other structure on or adjacent to the Airport which, in the opinion of the City, would limit the usefulness of the Airport or constitute a hazard to aircraft.

The City shall have the right to temporarily close the Airport or any of the facilities thereon for maintenance, improvement, or for the safety of the public.

It is understood and agreed to by Lessee that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right forbidden by the Airport

Development Act, 49 U.S.C. 47101. et.seq. and Section 308 of the Federal Aviation Act of 1958 as the same exist now or may hereafter be amended.

During the time of war or national emergency, the City shall have the right to lease the landing area or any part thereof to the United States Government for military or naval use and, if such Lease is executed, the provisions of this instrument insofar as they are inconsistent with the provisions of the lease to the government, shall be modified to be consistent with the provisions of the lease to the government and may be fully suspended at the option of the City.

This Lease shall be subordinate to the provisions of any existing or future agreement between the City and the United States relative to the operation or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for development of the Airport, by the provisions of the Airport Improvement Program, and as the program may be amended, or any other federal act, deed, grant agreement, or program affecting the operation or maintenance of the Airport now or in the future; provided however, that the City shall, to the extent permitted by law, use its best efforts to cause any such agreements to include provisions protecting and preserving the rights of Lessee in and to the Premises and improvements thereon. Failure of the Lessee or any occupant to comply with the requirements of any existing or future agreement between the City and the United States, which failure shall continue after reasonable notice to make appropriate corrections, shall be cause for immediate termination of Lessee's rights hereunder.

## **II. TERM**

A. The Term of this Lease shall be for a period of 20 years commencing from the First day of October, 2018 and ending the Thirtieth day of September, 2038, unless otherwise terminated or canceled as provided in this document.

B. At the end of the term of this Lease, Lessee shall have the option to apply for a new lease at the then current terms for new leases. The Lessee shall be eligible for a new lease agreement on the Leased Premises provided Lessee is in compliance with all terms, covenants, and conditions of this Lease and any amendments thereto.

## **III. HOLDING OVER**

If Lessee, without the written consent of the City, shall hold over after the termination date or earlier termination of this Lease, Lessee shall be deemed to be occupying the Premises as a month-to-month tenant whose tenancy may be terminated as provided by the laws of the State of Washington. During any such tenancy, Lessee agrees to be bound by all of the terms, covenants, and conditions of this Lease, as far as they are applicable to a month-to-month tenancy and to pay monthly rent in the amounts designated by the City.

## **IV. USE OF PREMISES**

A. Lessee agrees that the use of the Premises shall be limited to those airport-related activities authorized by the Federal Aviation Administration, City of Deer Park Zoning Regulations, Airport Minimum Business Standards and Airport Rules and Regulations as are

presently in effect and may in the future be adopted, or as may otherwise be agreed to by the parties.

B. Lessee shall provide proof of aircraft registration (or intent to register) with the State of Washington in accordance with RCW 47.68.250, as the same exists now or may hereafter be amended. The City is obligated by law to report to the Washington State Department of Transportation, Aviation Division the aircraft "N" number and owner name and address of those not yet registered.

C. It is clearly understood by the Lessee that no right or privilege has been granted which would prevent any person, firm, corporation, or entity operating aircraft on the airport from performing any service on its own aircraft with its own employees (including, but not limited to, maintenance and repair) that it may choose to perform.

## V. FINANCIAL OBLIGATION

A. Commencing on the effective date of this Lease, Lessee agrees to pay rent to the City as calculated below:

Sq. Ft.	Rent	Leasehold Tax	Total Due	Semi Annual
6000	\$ 960.00	\$ 123.26	\$ 1,083.26	\$ 551.63

The rental payment amount for any partial calendar months included in the Lease term shall be prorated on a daily basis. Annual payments, in advance, are preferred. Semi-annual payments shall be assessed an administrative fee of \$10 per payment. Rent not paid by the 10th of the month due shall be deemed delinquent, and a penalty of 10% of the amount due at that time shall be assessed against each delinquent installment.

B. No demand for rent need at any time be given, but it shall be the duty of the Lessee to pay rentals, fees, charges, and billings as required under the provisions of this Lease.

C. Lease rates for the Leased Premises shall be adjusted annually. Adjustment shall be based upon the most immediate complete full previous year Consumer Price Index, Pacific Cities, West-B/C (Dec. 1996=100 for All Urban Consumers (CPI-U)). City shall issue notice of intent to adjust the rental rates at least (30) days prior to the initiation of a rate increase. In the event this Consumer Price Index is no longer produced, then the next most geographically similar All Urban Consumers Index (CPI-U) shall be selected and applied by the City.

D. Lessee shall keep all rental payments free from all claims, demands, or set-offs, of any nature, or by any person, corporation, or entity.

E. Installation, hook-up, and payment for utilities shall be the responsibility of the Lessee. Utilities are to be installed to the City's specifications and those of the utility service provider.

## **VI. FAILURE TO COMPLY WITH FINANCIAL OBLIGATION**

Failure to pay amounts due or comply with any other of the financial obligations to the City under this Agreement shall entitle the City to re-enter and take possession of the Premises upon giving Lessee ninety (90) days advance notice of intent to do so, if said monetary default has not been remedied within the ninety (90) day period after notice is sent.

## **VII. DISPOSITION OF BUILDINGS AND IMPROVEMENTS UPON LEASE EXPIRATION**

At least one hundred eighty (180) days prior to the expiration of this Lease, Lessee shall notify the City regarding Lessee's intent with respect to lease renewal or disposition of buildings and improvements on the Leased Premises. Upon termination for reasons other than default, the City and Lessee shall agree upon one of the following three courses of action with respect to the disposition of Lessee's buildings and improvements located at the Premises:

1. In the event that the Lessee desires to continue occupying the Leased Premises, the Lessee may request that the City grant a new lease agreement. If the City desires to continue to lease the Leased Premises with the existing improvements, the City may concur with this request. Any such request concurred with by the City must be accompanied by the lease renewal application fee then in effect. In the event the City concurs with the Lessee's request to lease the Leased Premises, then the Lessee shall be eligible for a new lease agreement for the Leased Premises provided the following conditions are met by the Lessee:

- **Good Repair:** The Leased Premises and all improvements are in a state of good repair, including, without limitation, exterior paint, walls, roofs, doors, and any other items including those which are structural and/or aesthetic in nature.

- Lessee is in compliance with all terms, covenants, and conditions of this Lease. The terms of the new lease agreement are subject to negotiation between the City and Lessee. OR

2. At the end of the term of this Lease, the Lessee may peacefully surrender the Leased Premises in a fully restored condition, including the removal of all improvements. Restoration of Leased Premises shall also include fine grading to allow for proper drainage into the appropriate drainage system. All components of the improvement removed from the Leased Premises shall be completely removed from the site and disposed of off airport at the sole cost of Lessee. Removal of improvements and restoration of the Leased Premises shall be complete no later than thirty (30) calendar days after the expiration date of this Lease, unless the City agrees to an extension. OR

3. The City may agree to purchase the improvements from Lessee at a price to be determined by the City and Lessee. The City and Lessee may agree to have an appraisal of the improvements completed to aid the City and Lessee in their efforts to agree upon a purchase price. In the event the City and Lessee are unable to agree upon a purchase price, the City may require Lessee to comply with Option 2 above.

If the City and Lessee are unable to agree upon any of the above three options, then option 2 shall, by default, apply upon termination of the Lease term.

Personal property left on the Leased Premises shall, at the option of the City, become exclusive property of the City, without liability for payment, if said personal property remains on the Leased Premises thirty (30) days after the termination of the Lease for any reason.

City, at its discretion, may extend the time period for resolution of these options. Lessee shall be deemed to be occupying the Premises as a month-to-month tenant during any such extended period as per Article III of this Lease.

#### VIII. **INDEMNIFICATION AND INSURANCE BY LESSEE**

The Lessee shall indemnify the City, its employees, the Airport Manager and its employees, and City elected and appointed officers from and against any and all claims, demands, cause of actions, suits or judgments, including attorney's fees, costs and expenses incurred in connection therewith and in enforcing the indemnity, for deaths or injuries to persons or for loss of or damage to property arising out of or in connection with the condition, use occupancy or Lessee's maintenance of the Leased Premises or common areas or any improvements thereon; or by Lessee's non-observance or non-performance of any law, ordinance or regulation applicable to the Leased Premises; or incurred in obtaining possession of the Leased Premises after a default by the Lessee, or after the Lessee's default in surrendering possession upon expiration or earlier termination of the Term of the Lease, or enforcement of any covenants in this Lease. This includes, without limitation, any liability for injury to the person or property of Lessee, its agents, officers, employees, or invitees. **The Lessee specifically waives any immunity provided by Washington's Industrial Insurance Act. This indemnification covers claims by Lessee's own employees.** This provision and waiver was specifically negotiated.

City shall indemnify Lessee, its members, employees, and agents from and against any and all claims, demands, causes of action, suits or judgments, including attorney fees, costs and expenses incurred in connection therewith and in enforcing the indemnity, for death or injury to persons or for loss of or damage to property caused by the City's breach of any term of this Lease or the negligence of the City.

In the event of any claims made to, or suits filed against City, for which the above indemnity applies, City shall give Lessee prompt written notice thereof and Lessee shall defend or settle the same.

Lessee, as a material part of the consideration to be tendered to City, waives all claims against City for damages to goods, wares, merchandise and loss of business, in upon or about the Leased Premises and for injury to Lessee, its agents, employees, or invitees in or about the Leased Premises from any cause arising at any time, other than for City's sole negligence or willful misconduct.

From and after the commencement date of the initial term of this Lease and continuing for the initial term and any extension of this Lease, Lessee shall insure the Leased Premises, at its sole cost and expense, against claims for bodily injury and property damage under a policy of general liability insurance, with aggregate limits of \$1,000,000 for bodily injury and property damage. Such policy shall name City as an additional insured. Before taking possession of the Leased Premises, the Lessee shall furnish the City with a certificate evidencing the aforesaid insurance coverage.

The aforementioned minimum limits of policies shall in no event limit the liability of Lessee hereunder. No policy of Lessee's insurance shall be cancelable or subject to reduction of coverage or other modification except after thirty (30) days prior written notice to City by the insurer. Lessee shall, at least thirty (30) days prior to the expiration of the policies, furnish City with renewals or binders.

The insurance required shall be issued by carriers acceptable to the City, and City's approval shall not be unreasonably withheld.

The Lessee agrees that if Lessee does not purchase and maintain such insurance, City may, but shall not be required to, procure such insurance on Lessee's behalf and charge Lessee the premiums together with a five percent (5%) administrative charge, payable upon demand.

In the event a fire or other casualty loss results in destruction of the building to the extent that Lessee determines not to use insurance proceeds to repair or rebuild the hangar building, the proceeds of any insurance payment available to Lessee shall first be used to restore the Premises to the condition they were in prior to construction of a building on the Leased Premises and the remaining insurance proceeds shall be the property of Lessee.

Lessee's construction contractor shall provide at least \$1,000,000 general liability insurance naming the City of Deer Park as an additional insured.

#### **IX. DAMAGE OR DESTRUCTION**

If the improvements on the Premises are partially or totally damaged by fire or other casualty, the Lessee will repair or replace the damaged improvements (or similar) to meet existing building code at its sole expense within a reasonable period of time (not to exceed ninety (90) days from casualty or as weather and the permit process allow). All such construction shall be subject to the covenants, restrictions, and approval procedures as defined in the Airport Site Development Guidelines and City of Deer Park Building Department.

In the event Lessee decides not to rebuild within a reasonable time, Lessee shall restore the Leased Premises to a good and usable condition in conformity with the then current usage within ninety (90) days from the date that written notice to restore is received from the City.

City may, at its discretion, extend the period for rebuilding. Lessee shall remain responsible for payment of rent and leasehold tax and shall comply with all terms and conditions of this Lease during this extended period.

If the Lessee opts not to rebuild, upon payment of the remainder of the rent due under the Lease and removal of all improvements and restoration of the Leased Premises to the condition the Leased Premises were in at the time of commencement of this Lease, the City will agree to terminate the Lease.

#### **X. UTILITIES AND MAINTENANCE OF PREMISES**

Lessee shall pay all charges for utility services furnished to the Premises, including, but not limited to, electricity, gas, telephone, water, sewage, garbage disposal, and janitorial services throughout the term of this Lease.

Lessee shall, at its sole expense, keep and maintain the Premises in good repair and tidy condition. While not all inclusive, particular attention shall be focused on foundations, structural components, roofs, wall systems, doors, and electrical and water systems. Roofs and walls should be maintained to be free from leaks and damage and should be painted as necessary to maintain a tidy appearance.

In addition, Lessee shall:

- (a) Not allow trash, garbage, rubbish or refuse to collect on the exterior of any building on the Premises;
- (b) Mow vegetation on Premises;
- (c) Keep Premises around building free from inoperable and junk equipment;
- (d) Not use Premises around hangar as long-term parking for vehicles or parking of equipment not then being used for the operation of aircraft or maintenance of Premises.

#### **XI. ADVERTISING, LIGHTING, AND TRANSMISSIONS**

A. The Lessee shall submit plans and obtain approval of the City before erecting, installing, or operating signs or other advertisements upon any portion of the Premises herein demised.

B. The installation or use on the Premises of any floodlights, neon lights, colored lights, or other means of lighting shall be subject to the express written approval of the Airport Manager. Any use of lighting or signage that may potentially impair a pilot's ability to distinguish between airport lights and other light, or that creates glare or distraction affecting pilot vision is prohibited. All lighting shall be shielded downward.

C. Any use that creates or causes interference with the operations of radio or electronic facilities at the airport or with radio or electronic communications shall be prohibited.

#### **XII. CITY'S RIGHT OF CANCELLATION**

In addition to any conditions as specified herein and all other remedies available to the "City," this agreement shall be subject to cancellation by the City should any one or more of the following occur:

A. If Lessee shall file a voluntary petition in bankruptcy or proceedings in bankruptcy instituted against the Lessee are thereafter adjudicated, a bankruptcy pursuant to such proceedings, or a court shall take jurisdiction of the Lessee's property and its assets pursuant to proceedings brought under the provision of the Federal Reorganization or Bankruptcy Act, or a receiver for the Lessee's assets is appointed, or the Lessee is divested of its rights, powers, and privileges under this Lease by other operation of law.

B. If Lessee shall default, fail to perform, or breach any covenants, terms, or conditions of this Lease, the Lessee shall be given written notice to correct or cure such default, failure to perform, or breach. If, within ninety days (90) from the date of such notice, the default, breach, or complaint shall not have been corrected in a manner satisfactory to the City, the City shall have the right to immediately declare this Lease terminated and to proceed to evict Lessee and may require Lessee to remove all improvements to the Leased Premises or at the City's option keep or dispose of the improvements.

### XIII. **LESSEE'S RIGHT OF CANCELLATION**

In addition to all other remedies available to the Lessee, this Lease shall be subject to cancellation by Lessee should any one or more of the following occur:

A. The permanent abandonment or discontinuance in use of the Airport as an airport.

B. The issuance of any order, rule or regulation by the Federal Aviation Administration or any other federal agency or by any court of competent jurisdiction of an injunction, materially restricting for a period of at least ninety (90) days, the use of the Airport for air transportation by Lessee.

C. The breach by the City of any covenants, terms, or conditions of this Lease to be kept, performed and observed by the City and the failure to remedy such breach for a period of ninety (90) days after written notice from Lessee of the existence of such breach.

D. The assumption of the United States Government, or any authorized agent of the same, of the operation, control or use of the Airport and its facilities in such manner as to substantially restrict the Lessee from conducting its business or activity, if such restriction be continued for a period of (90) continuous days or more.

E. The occurrence of any event or events beyond the reasonable control of the Lessee, including, but not limited to, any act of God or other supervening event which precludes the Lessee from the use of the property for the purposes enumerated herein, or from the use of the airport facilities.

### XIV. **ASSIGNMENT & SUBLETTING**

A. ASSIGNMENT: Except in the event of the death, disability, or incompetency adjudication of Lessee (including both husband and wife, if Lessee is a marital community), there shall be no right to assign this Lease. Any assignment of this Lease permitted by this provision shall contain a provision acknowledging that Lessee or Lessees' estate shall remain liable to the City for compliance with all of the terms and conditions of this Lease for the Term of this Lease.

B. SUBLETTING: Lessee shall have the right to sublease the subject Premises, with prior approval of the City as to proposed sublessee and proposed use, which approval shall not be unreasonably withheld. Lessee shall submit a copy of sublease agreement to the City. Any such sublease agreement shall not conflict with the terms and provisions of this Lease and Lessee shall provide to the City notice of any intent to sublease at least thirty days

prior to such sublease. Any sublease shall not relieve the Lessee of any responsibility to perform any provisions of this Lease in the event Lessee's sub lessee fails to perform said provisions.

#### **XV. NON-DISCRIMINATION**

During the term of this Lease, Lessee, for itself, its personal representatives, and successors in interest, as a part of the consideration hereof, do hereby covenant and agree as follows:

A. No person, on the grounds of race, color, religion, sex, age, marital status, handicap, or national origin, shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination by Lessee in the Lessee's occupation, use, or construction upon the Leased Premises.

B. Lessee shall use the Premises in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Environmental Protection Agency, Non-discrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended.

#### **XVI. PAYMENT OF TAXES AND FEES**

Lessee shall pay all license, excise fees, permits, and taxes covering the business conducted on the Premises, and any taxes on the leasehold interest created by this Lease. Lessee shall also be responsible for payment of any other statutory tax or other fiscal obligations imposed by applicable local, state, or federal law with respect to the Lessee's agents, employees, property, or activities on the Premises.

#### **XVII. RIGHT TO ENTER PREMISES**

The City reserves the right to inspect the Premises and any improvements at any reasonable time for the purpose of ensuring compliance with rules and regulations governing the use of the Premises. The City shall make reasonable attempts to contact Lessee first by telephone, and if no answer, by certified mail (according to the current information provided by the Lessee) to arrange a convenient time for inspection. When immediate entry is deemed necessary for emergency purposes, if Lessee is not present to permit such entry, the City, its agents and employees shall be permitted to enter the Premises and any improvements. The City's agents or employees shall not be liable for any civil or criminal claim or cause of action for damages because of entering the Premises or improvements at reasonable times and in a reasonable manner.

#### **XVIII. LEGAL CLAIMS**

Lessee shall promptly report to the City any claim or suit against Lessee arising out of or in connection with the operation of Lessee's business or activities at the airport. Lessee is an independent contractor in every respect and not an agent of the "City."

#### **XIX. LIENS AND ENCUMBRANCES**

Lessee agrees that it shall pay, or cause to be paid, all costs and expenses for work done and materials delivered to the Premises and improvements, during the Term, for improvement to the Premises. Lessee shall keep the Premises free and clear of all liens. Lessee agrees to and shall indemnify, defend, and hold the City harmless from any liability, loss, damage, cost, attorney's fees, and all other expenses on account of claims of lien of laborers or material men, or others, for work performed or materials or supplies furnished to Lessee for use on the Premises.

## **XX. LAWS, REGULATIONS, AND PERMITS**

Lessee agrees that the use of the Premises, including construction thereon, shall conform at all times to any applicable federal, state, county, municipal laws, statutes, ordinances, or regulations, which may affect said property or the use thereof.

## **XXI. HAZARDOUS SUBSTANCES**

### **A. Presence and Use of Hazardous Substances**

Lessee shall identify and manage all hazardous substances and/or wastes according to The Washington State Department of Ecology Hazardous Wastes and Toxics Reduction Program (See Exhibit B). With respect to any such Hazardous Substances, Lessee shall:

1. Comply promptly, timely, and completely with all governmental requirements for reporting, keeping, and submitting manifests, and obtaining and keeping current identification numbers;

2. Submit to the City true and correct copies of all reports, manifests, and identification numbers at the same time as they are required to be and/or are submitted to the appropriate governmental authorities;

3. Within five (5) days of the City's request, submit written reports to the City regarding Lessee use, storage, treatment, transportation, generation, disposal, or sale of Hazardous Substances and provide evidence satisfactory to the City of Lessee compliance with the applicable government regulations;

4. Allow the City or the City's agent or representative to come on the Premises, pursuant to Article, XVII to check Lessee compliance with all applicable governmental regulations regarding Hazardous Substances;

5. Comply with minimum levels, standards, or other performance standards or requirements which may be set forth or established for certain Hazardous Substances (if minimum standards or levels are applicable to Hazardous Substances present on the Premises, such levels or standards shall be established by an on-site inspection by the appropriate governmental authorities and shall be set forth in an addendum to this Lease); and

6. Comply with all applicable governmental rules, regulations, and requirements regarding the proper and lawful use, sale, transportation, generation, treatment, and disposal of Hazardous Substances.

Any and all costs incurred by the City and associated with the City's inspection of Lessee Premises and the City's monitoring of Lessee compliance with this Article, including the City's attorneys' fees and costs, shall be additional rent and shall be due and payable to the City immediately upon demand by the City.

**B. Cleanup Costs, Default, and Indemnification**

1. Lessee shall be fully and completely liable to the City and/or other regulatory agencies for any and all cleanup costs, and any and all other charges, fees, penalties (civil and criminal) imposed by any governmental authority with respect to Lessee use, disposal, transportation, generation, and/or sale of Hazardous Substances, in or about the Premises.

2. Lessee shall indemnify, defend, and hold the City harmless from any and all of the costs, fees, penalties, and charges assessed against, imposed upon, or incurred by the City (including but not limited to the City's actual attorneys' fees and costs) as a result of Lessee use, disposal, transportation, generation, and/or sale of Hazardous Substances.

3. Upon Lessee's default under this Article, in addition to the rights and remedies set forth elsewhere in this Lease, the City shall be entitled to the following rights and remedies:

a. At the City's option, to terminate this Lease immediately; and/or

b. To recover any and all damages associated with the default, including, but not limited to, cleanup costs and charges, civil and criminal penalties and fees, loss of business and sales by the City and tenants of the airport, any and all damages claims asserted by third parties and the City's actual attorneys' fees and costs.

**XXII. SEVERABILITY**

Nothing in this Lease shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provisions of this Lease and any statute, law, public regulation or ordinance, the latter shall prevail, but in such event, the provisions of this Lease affected shall be curtailed and limited only to the extent necessary to bring it within legal requirements.

**XXIII. SUCCESSORS**

This Lease is binding upon and benefits the heirs and successors of the Lessee.

**XXIV. TIME IS OF THE ESSENCE**

It is mutually agreed that time is of the essence in this Lease.

**XXV. CONFLICT RESOLUTION**

All claims, disputes and other matters in controversy (herein called "dispute") arising directly or indirectly out of or related to this Lease, or the breach thereof, whether contractual or non-contractual, and whether during the term of or after the termination of this Lease, shall be resolved exclusively according to the procedures set forth in this Article XXV.

### **Mediation.**

Neither party shall commence an arbitration proceeding pursuant to the provisions of this Article XXV unless such party shall first give a written notice (a "Dispute Notice") to the other party in the same manner otherwise provided for notice in this Lease, setting forth with reasonable specificity the nature of the dispute. The Dispute Notice shall constitute a notice and demand for mediation. The parties shall attempt in good faith to resolve the dispute by non-binding mediation. If the parties cannot agree on the selection of a mediator within fifteen (15) days after delivery of the Dispute Notice, the Seattle, Washington office of JAMS shall select the mediator. If the dispute has not been resolved by mediation within sixty (60) days after delivery of the Dispute Notice, then the dispute shall be determined by arbitration in accordance with the provisions of this Article XXV below.

### **Arbitration.**

Any dispute that is not settled by mediation as provided in Section 8.1 shall be resolved by arbitration in the City of Spokane, State of Washington in accordance with the JAMS Arbitration Rules in effect on the date of the Dispute Notice, by an arbitrator appointed by the Seattle, Washington office of JAMS. The judgment on the arbitration shall be entered in Spokane County Superior Court.

The arbitrator shall issue an award in writing specifying its findings of fact and conclusions of law. Each party shall pay one-half of the fees and costs of the arbitrator.

Upon the application by either party to Spokane County Superior Court for an order confirming, modifying or vacating the award, the court shall have the power to review whether, as a matter of law based on the findings of fact determined by the arbitrator, the award should be confirmed, or should be modified or vacated in order to correct any errors of the law that may have been made by the arbitrator. In order to effectuate such judicial review limited to issues of law, the parties agree (and shall stipulate to the court) that the findings of fact made by the arbitrator shall be final and binding on the parties and shall serve as the facts to be submitted to and relied on by the court in determining the extent to which the award should be confirmed, modified or vacated.

### **Costs and Attorneys' Fees.**

Except as otherwise specifically provided in this Lease, each party shall pay its own costs and attorneys fees incurred in any mediation, arbitration or any Spokane County Superior court hearing or further appeal or other litigation relating to or arising out of the existence of this Lease.

### **JAMS.**

References in this Lease to the Seattle, Washington office of JAMS shall be considered references to the Spokane office of JAMS in the event a Spokane office is available on the date

of the Dispute Notice. In the event there is no Seattle or Spokane office of JAMS on the date of the Dispute Notice, the Spokane County Superior Court shall appoint the mediator referred to in the Mediation provisions of this Article XXV and the arbitration provisions shall be interpreted as eliminated and stricken from this Lease and either party may only resolve disputes through commencement of litigation in Spokane County Superior Court.

**XXVI. VENUE**

It is hereby agreed and understood by both parties that the venue for any legal or equitable action arising out of the existence of this Lease shall be in the Superior Court of Spokane County, State of Washington.

**XXVII. ENTIRE AGREEMENT**

This Lease constitutes the entire agreement of the parties, including Exhibits "A and B" (and any addendum). No other written or oral statements shall be a part of this Lease. This Lease may only be modified by an agreement in writing signed by both parties.

**XXVIII. NOTICES**

All notices required herein shall be deemed to be properly served if hand delivered, or if sent by U.S. mail, postage prepaid, to the last address previously furnished by the parties hereto. Lessee 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:	City of Deer Park	Lessee:	Philip Melton
	Attn: Airport Manager		432 Overlook Dr.
	E. 316 Crawford PO Box F		Newport, WA. 99156
	Deer Park, WA 99006		(509) 710-0610
	(509)276-8802		

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

**XXIX. ENCUMBRANCE OF LESSEE'S INTEREST**

The Lessee may encumber, by Mortgage, Deed of Trust, or other proper instrument, its leasehold interest and estate in the Leased Premises, together with all improvements placed thereon by Lessee, as security for any indebtedness of Lessee.

The City will cooperate in a timely manner with any reasonable requests of Lessee involving an attempt by the Lessee to encumber Lessee's leasehold interest and/or estate in the Leased Premises.

The execution of any such Mortgage, Deed of Trust, or other instrument, or the foreclosure or other proceedings there under, shall not relieve the Lessee from its liability and obligations under this Lease.

Any holder of Lessee's interest herein acquired through foreclosure or other proceedings shall acquire and possess only the rights and interests of Lessee herein and shall be subject and subordinate to the rights and interest of City herein.

**XXX. INTERPRETATION**

This Lease has been submitted to the scrutiny of all parties and their counsel, if desired, and it shall be given a fair and reasonable interpretation in accordance with its words, without consideration to or weight given to its being drafted by any party or its counsel. Paragraph and Section headings are for convenience only and shall not be considered when interpreting this Lease. All words used in the singular shall include the plural; the present tense shall include the future tense; and the masculine gender shall include the feminine and neuter genders.

**XXXI. NON-WAIVER OF COVENANTS**

Either party's failure to insist upon the strict performance of any provision of this Lease shall not be construed as depriving either party the right to insist on strict performance of such provision in the future. The subsequent payment of rent by the Lessee or acceptance of rent by the City, whether full or partial payment, shall not be deemed a waiver of any preceding breach by either party of any term, covenant, or condition of this Lease, other than the failure of the Lessee to pay the particular part of the rent accepted, regardless of either party's knowledge of the preceding breach at the time of the acceptance of that part of the rent.

**XXXII. COUNTERPARTS**

This Lease may be signed in counterparts, each of which shall be an original but all of which shall constitute one and the same document. Signatures transmitted by facsimile or electronically shall be deemed valid execution of this Lease, binding on the parties.

The parties hereto by their respective authorized signatures below approve and enter into this Lease effective the 1st day of October, 2018.

City of Deer Park

\_\_\_\_\_  
Timothy Verzal, Mayor

Attest:

By: \_\_\_\_\_  
Deby Cragun, City Clerk/Treasurer

LESSEE:

[Signature] 9-28-18

By: \_\_\_\_\_

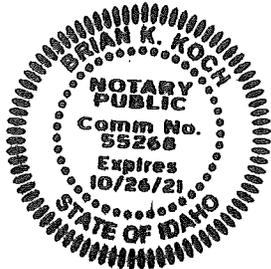
STATE OF \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss

I certify that I know or have satisfactory evidence that Phillip Meiton is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it as the Lessee or authorized signatory for the Lessee identified in this instrument, to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated 09/28/18

[Signature]  
(SIGNATURE)  
BRIAN K. KOCH  
(TYPED OR PRINTED NAME)

Notary Public in and for the State of  
IDAHO, residing in SAN RAPHAEL  
My Commission Expires: 10/26/21





## Memorandum

To: Mayor and City Council

From: Roger Krieger

Date: October 11, 2018

Re: Hope Meadows Phase 3 Plat Approval – File LP 2010-1

Final approval of the Hope Meadows Phase 3 Subdivision submitted by Habitat – Spokane is before the Council for approval. This is the third phase of an overall development proposed by Habitat, and to be completed in a 7 phase development. The first phase received final approval from the City Council in 2011, Phase 2 received approval in October, 2016. Information from the original application packet, drawings, SEPA Checklist, Mitigation Agreements and staff report, along with a copy of the original Findings of Fact and conditions by the Commission are available upon request.

This plat and improvements have received all the engineering approvals and inspection and testing procedures required by the City during the project development work which has spanned over the past several months. This plat is complete in form, dedications, restrictions and signature blocks for approval. In addition, all as-built drawings have been received, fees collected and a cash warranty has been posted for the period of one year by the Contractor as required within the ordinance is complete.

Action by the Council is required to: 1) approve the Hope Meadows Phase 3 Final Plat, that is located in the SW ¼ of Section 11, Township 28 North, Range 42 East, W.M., City of Deer Park, Spokane County, Washington, and 2) to accept all easements, dedications, restrictions and rights-of-way as shown, and 3) to accept all improvements completed within the subdivision for continued maintenance by the City of Deer Park.



**MEMORANDUM OF UNDERSTANDING  
REGARDING ECONOMIC CONTRIBUTION BY THE  
CITY TO THE SCHOOL DISTRICT FOR THE SCHOOL RESOURCE DEPUTY  
FOR THE 2018-2019 SCHOOL YEAR**

Deer Park School District #414 (hereinafter the "School District") entered into an Interlocal Agreement with Spokane County and the Spokane County Sheriff (hereinafter collectively the "County") for the provision of a School Resource Deputy from September 1, 2018 through June 30, 2019 (hereinafter the "Term"), at the School District schools pursuant to the terms and conditions set forth in the Interlocal Agreement, a copy of which is attached hereto marked as Exhibit "A" (hereinafter the "Interlocal Agreement").

The City of Deer Park (hereinafter the "City") has determined that making an economic contribution to the School District for a portion of the cost of the School Resource Deputy is in the best interest of the public health, safety and welfare of the citizens of the City. According to the Interlocal Agreement, the School District will be paying the County \$36,697 for the School Resource Deputy for the Term of the Interlocal Agreement.

The City agrees to reimburse the School District thirty percent (30%) of the payments made by the School District to the County up to a total maximum payment by the City of \$11,009.

The School District will make one payment request to the City for \$11,009 and the City will make one payment in this amount to the School District on or before January 31, 2019. In the event the School District terminates the Interlocal Agreement prior to June 30, 2019, the School District shall refund money to the City, or adjust its payment request to the City, so that the total City funds paid to the School District are equal to thirty percent (30%) of the total payments made by the School District to the County up to the maximum amount of \$11,009.

APPROVED by the City Council of the City of Deer Park, Washington at an Open Public Meeting the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Tim Verzal, Mayor

APPROVED by Deer Park School District #414 the 1<sup>st</sup> day of October, 2018.

  
\_\_\_\_\_  
Travis Hanson, Superintendent

NO. 17-0776

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING AN )  
INTERLOCAL AGREEMENT BETWEEN )  
SPOKANE COUNTY, SPOKANE COUNTY )  
SHERIFF, AND DEER PARK SCHOOL )  
DISTRICT NO. 414 FOR A SCHOOL )  
RESOURCE DEPUTY )

**RESOLUTION**

**WHEREAS**, pursuant to the provisions of RCW 36.32.120(6), the Board of County Commissioners of Spokane County (hereinafter sometimes referred to as the "Board") has the care of County property and the management of County funds and business; and

**WHEREAS**, pursuant to the provisions of RCW 36.28.010, the Sheriff is the chief executive officer and conservator of the peace of the County; and

**WHEREAS**, Deer Park School District No. 414, a municipal corporation of the State of Washington, desires to enhance school security by funding one (1) School Resource Deputy commencing on September 1, 2017, and running through June 30, 2018; and

**WHEREAS**, chapter 39.34 RCW ("Interlocal Cooperation Act"), authorizes counties and municipal corporations to contract with each other to perform certain functions that each may legally perform; and

**WHEREAS**, Spokane County, Spokane County Sheriff, and Deer Park School District No. 414 desire to enter into an Interlocal Agreement to utilize one (1) Spokane County Sheriff Deputy as a School Resource Deputy for the time frame of September 1, 2017, through June 30, 2018.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Spokane County, Washington, that either the Chairman of the Board, or a majority of the Board, or the Spokane County Sheriff, be and is hereby authorized to execute, at other than an open meeting, that document titled "INTERLOCAL AGREEMENT FOR SCHOOL RESOURCE DEPUTY - DEER PARK SCHOOL DISTRICT NO. 414," and all documents to implement, as well as any subsequent amendments to, said document, pursuant to which, under certain terms and conditions, the Spokane County Sheriff will provide Deer Park School District No. 414 with one (1) commissioned Spokane County Sheriff Deputy as a School Resource Deputy, commencing on September 1, 2017, and running through June 30, 2018, as more specifically described in said Agreement, attached hereto and incorporated herein by reference.

**PASSED AND ADOPTED** this 12th day of September, 2017.



BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

*Al French*  
AL FRENCH, Chair

ATTEST:

*GINNA VASQUEZ*  
GINNA VASQUEZ, Clerk of the Board

*Josh Kerns*  
JOSH KERNS, Vice Chair

**VACANT**  
Commissioner

**INTERLOCAL AGREEMENT FOR SCHOOL RESOURCE DEPUTY  
DEER PARK SCHOOL DISTRICT NO. 414**

**THIS AGREEMENT**, made and entered into by and between **Spokane County**, a political subdivision of the State of Washington, having offices for the transaction of business at 1116 West Broadway Avenue, Spokane, Washington 99260, hereinafter referred to as the "COUNTY," the **Spokane County Sheriff**, having offices for the transaction of business at 1100 West Mallon Avenue, Spokane Washington 99260, hereinafter referred to as the "SHERIFF", and **Deer Park School District No. 414**, a municipal corporation of the State of Washington, having offices for the transaction of business at 428 North Main Avenue, Deer Park, Washington 99006-0490, hereinafter referred to as "DEER PARK," jointly hereinafter referred to as the "PARTIES."

**WITNESSETH:**

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

**WHEREAS**, pursuant to the provisions of RCW 36.28.010, the SHERIFF is the chief executive officer and conservator of the peace of the COUNTY; and

**WHEREAS**, DEER PARK desires to enhance school security by funding one (1) School Resource Deputy starting on September 1, 2017; and

**WHEREAS**, pursuant to the Interlocal Cooperation Act as codified in chapter 39.34 RCW, the PARTIES wish to enter into an Interlocal Agreement to utilize one (1) Spokane County Sheriff Deputy as School Resource Deputy.

**NOW, THEREFORE**, for and in consideration of the mutual promises set forth hereinafter and as provided for in the above-referenced recitals, the PARTIES do hereby agree as follows:

**SECTION NO. 1: PERFORMANCE**

The SHERIFF shall provide DEER PARK with one (1) commissioned Sheriff Deputy as School Resource Deputy and supply said Sheriff Deputy with the basic Sheriff Deputy-required equipment and a vehicle to fulfill the obligations of the School Resource Deputy as described in Attachment "A."

DEER PARK shall contribute THIRTY-FIVE THOUSAND, EIGHT HUNDRED AND SEVENTY-TWO DOLLARS (\$35,872.00) in the 2017-2018 school year to pay a portion of the Sheriff Deputy's costs, including, but not limited to salary, benefits, overtime, uniform, training, travel, equipment and supplies.

**SECTION NO. 2: TERM**

The term of this Interlocal Agreement shall commence on September 1, 2017 and run through June 30, 2018.

**SECTION NO. 3: PAYMENT**

DEER PARK shall make payments to the COUNTY after receiving invoices from the COUNTY. The COUNTY may invoice on a monthly basis or as agreed on by the PARTIES. All checks shall be made payable to "*Spokane County.*"

**SECTION NO. 4: DUTY STATUS**

The School Resource Deputy is subject to call by the SHERIFF or his designee at any time for emergencies, special assignment, or overtime duty. The School Resource Deputy is obligated to discharge all the duties of his/her office, enforce all laws and ordinances, adhere to Spokane County Sheriff's Office policies and procedures at all times, as well as meeting DEER PARK's needs.

The School Resource Deputy has a primary obligation to the SHERIFF, not DEER PARK. Accordingly, in the event the SHERIFF needs the School Resource Deputy at any time to fulfill duties other than acting as School Resource Deputy, the SHERIFF, at his sole discretion, may reassign the School Resource Deputy.

**SECTION NO. 5: NON-DISCRIMINATION**

During the performance of this Interlocal Agreement, the PARTIES shall not discriminate on the basis of race, color, sex, religion, national origin, creed, age or the presence of any sensory, mental or physical handicap.

**SECTION NO. 6: 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.

**SECTION NO. 7: NOTICES**

All notices, requests, approvals, consents, or other communication, which may be required by this Interlocal Agreement, shall be given as follows:

COUNTY: **Gerry Gemmill, Chief Executive Officer  
Spokane County  
1116 West Broadway Avenue  
Spokane, Washington 99260**

SHERIFF: **Ozzie D. Knezovich, Spokane County Sheriff  
Public Safety Building  
1100 West Mallon Avenue  
Spokane, Washington 99260-0300**

DEER PARK: **Travis W. Hanson, Superintendent  
Deer Park School District No. 414  
428 North Main Avenue  
Deer Park, WA 99006-0490**

**SECTION NO. 8: TERMINATION**

Either Party reserves the right to terminate this Interlocal Agreement for any reason whatsoever upon thirty (30) days written notice, as provided for in Section No. 7 herein above. In the event of termination, DEER PARK agrees to pay the SHERIFF for all services performed to the date of termination.

**SECTION NO. 9: AMENDMENTS**

This Interlocal Agreement may be amended by agreement of all PARTIES, executed in writing and appended to this Interlocal Agreement.

**SECTION NO. 10: WHOLE AGREEMENT**

This is the entire agreement of the PARTIES. To the extent it is inconsistent with other oral or written communication, this Interlocal Agreement supersedes and replaces it. No other written or oral promise shall be considered to alter or affect this Interlocal Agreement.

**SECTION NO. 11: GOVERNING LAW**

This Interlocal Agreement is to be governed by the laws of the State of Washington, and in the event of litigation, venue shall be in Spokane County Superior Court.

**SECTION NO. 12: DISPOSITION OF ASSETS UPON TERMINATION**

All assets provided by the PARTIES will remain the property of the Party who furnished the asset, and any assets purchased by DEER PARK will remain the property of DEER PARK.

**SECTION NO. 13: REMEDY**

Termination of this Interlocal Agreement shall be the sole remedy for breach of this Interlocal Agreement.

**SECTION NO. 14: FILING**

An original of this Interlocal Agreement shall be executed and retained by the COUNTY, and the COUNTY will make this Interlocal Agreement available on the Spokane County website.

**IN WITNESS WHEREOF**, the PARTIES have caused this Interlocal Agreement to be executed on date and year opposite their respective signatures.

ADOPTED by the Board of County Commissioners of Spokane County, Washington this 12th day of September, 2017.



Al French  
AL FRENCH, Chair

ATTEST:

Josh Kerns  
JOSH KERNS, Vice-Chair

Ginna Vasquez  
Ginna Vasquez, Clerk of the Board

**VACANT**  
, Commissioner

DATED: 9/16/17

SPOKANE COUNTY SHERIFF:

By: Bzzie D. Knezovich  
BZZIE D. KNEZOVICH, Sheriff

DATED: 8-22-17

DEER PARK SCHOOL DISTRICT NO. 414:

By: Travis W. Hanson  
TRAVIS W. HANSON, Superintendent

**ATTACHMENT "A"**

**JOB DESCRIPTION  
SCHOOL RESOURCE DEPUTY**

**RESPONSIBLE TO:** Secondary Building Principals

**GENERAL DUTIES AND RESPONSIBILITIES:**

The School Resource Deputy will work in collaboration with staff, students and community to ensure an environment conducive to learning and to maintain an atmosphere where teachers feel safe to teach and students feel safe enough to learn. He or she would function as an advisor to administrators, a law enforcement officer, and a mentor to students and faculty who provide tips to resolve problems.

**SPECIFIC DUTIES:**

1. Supervise campuses and surrounding areas to ensure that students are provided a safe and secure learning environment.
2. Enforce school disciplinary plans.
3. Assist and supervise activities outside of the normal school day.
4. Investigate and deter criminal conduct.
5. Go into classrooms to promote a better understanding of our laws, why they were enacted and their benefits.
6. Provide a visible positive image for law enforcement and bring expertise into schools that will help young people make more positive choices in their lives.
7. Be available as a confidential source of counseling to students concerning problems they face.
8. Collaborate with staff and community, specifically with the Spokane County Sheriff's Office, Deer Park School District Safety Task Force, Care Team, the drug/alcohol intervention specialist, and the high school parking lot monitors.
9. Provide expertise in staff training, drill, and implementation of school safety plans.
10. Provide expertise in an ongoing assessment of school safety.

**QUALIFICATIONS:**

1. Experience in law enforcement.
2. School-specific security education training.
3. Understanding of urban, suburban, and rural school security needs.
4. Real world knowledge of school issues.
5. Current with latest trends and strategies of school safety and security.
6. Experience with school safety assessment.
7. Ability to develop rapport with students and staff.
8. Ability to communicate both orally and in written form.
9. Ability to successfully resolve/diffuse conflicts.
10. Skilled in first aid and CPR.
11. Willingness to work flexible hours.



ADMINISTRATIVE SERVICES

Date: May 19, 2015

SUBJECT: 2015-2016 School Resource Deputy Rates

Spokane County is proposing to establish an approach to funding the School Resource Deputies (SRDs) that is both equitable and provides a degree of predictability. The costs of providing law enforcement resources for the protection of Spokane County citizens continue to increase with the total cost of a deputy now exceeding \$154,000 per year. The County cannot continue to bear these increases alone. In addition, there is a lack of consistency in the amounts being paid by the individual school districts for their SRDs.

To address the issue of increasing costs plus the inequity in charges between districts, the County will need to charge each district \$35,410 per SRD for the 2015-2016 school year. This is approximately 23% of the current total cost per deputy. For many districts this will be an increase while for others it represents a decrease.

In order to provide more predictability in the charges, the base cost will be increased in subsequent years by the US Department of Labor, Bureau of Labor Statistics CPI U-West B/C. (A pdf. version of this document can be found by going to the Bureau of Labor Statistics web site and typing in "CPI-U West B/C" in the search field. A copy is attached.) The rate for the preceding calendar year will be used to adjust the subsequent school year SRD costs. For example, the annual average rate for the year ending December 31, 2015 will be used to adjust the cost for the 2016-2017 school year. This should provide districts sufficient time to plan for the next school year budget.

The County and the Sheriff are committed to providing the community with the highest level of service with the resources available. Please contact Bob Wrigley, Chief Budget Officer (477-4790) or Jeff Tower, Undersheriff (477-4749) with any questions.

Attachment

Submit to Clerk of the Board with accompanying paperwork (Resolution, Agreements, etc.)

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### AGENDA SHEET

**SUBMITTING DEPARTMENT:** Sheriff's Office

**CONTACT PERSON:** Esther Larsen

**PHONE NUMBER:** 477-5709

**CHECK TYPE OF MEETING ITEM BELOW:**

9:30 AM CEO MEETING:

2:00 PM CONSENT AGENDA:   
BY LEAVE:

5:30 PM LEGISLATIVE SESSION:   
BY LEAVE:

SPECIAL SESSION:

**BELOW FOR CLERK'S USE ONLY:**

Clerk's Resolution No. 17-0776  
Approved: Majority/Unanimous \_\_\_\_\_  
Denied: Majority/Unanimous \_\_\_\_\_  
Renews/Amends No. \_\_\_\_\_  
Public Works No. \_\_\_\_\_  
Purchasing Dept. No. \_\_\_\_\_

**AGENDA TITLE:**

IN THE MATTER OF EXECUTING AN INTERLOCAL AGREEMENT BETWEEN SPOKANE COUNTY, SPOKANE COUNTY SHERIFF, AND DEER PARK SCHOOL DISTRICT NO. 414 FOR A SCHOOL RESOURCE DEPUTY

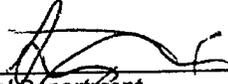
**BACKGROUND:** (Attach separate sheet(s) if necessary): Executing an interlocal agreement between Spokane County, Spokane County Sheriff, and the Deer Park School District No. 414 for one (1) school resource deputy for the 2017-2018 school year.

**FISCAL IMPACT:** Revenue of thirty-five thousand, eight hundred and seventy-two dollars (\$35,872.00).

**REQUESTED BOARD ACTION:** Approve.

**SIGNATURES:** (Signatures must be completed before submitting to the Clerk of the Board).

  
\_\_\_\_\_  
1) Department Head/Elected Official or Designated Authority (Requesting Agenda Item)

  
\_\_\_\_\_  
2) Legal Department

  
\_\_\_\_\_  
3) Budget Office

  
\_\_\_\_\_  
4) Auditor's Office

  
\_\_\_\_\_  
5) Risk Management

This item will need to be codified in the Spokane County Code.