

## **INTERLOCAL COOPERATION AGREEMENT**

**AN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE WEST PLAINS/AIRPORT AREA PUBLIC DEVELOPMENT AUTHORITY AND SPOKANE COUNTY FIRE DISTRICT #3 REGARDING THE PROVISION OF EMERGENCY FIRE PROTECTION FACILITIES AND SERVICES FOR PROJECT ROSE A DEVELOPMENT LOCATED WITHIN THAT PORTION OF THE PDA WITHIN THE SERVICE BOUNDARIES OF SPOKANE COUNTY FIRE DISTRICT #3**

### **RECITALS**

WHEREAS, Spokane County Fire District No. 3 (the "District") is a municipal corporation created pursuant to Title 52 RCW to provide emergency response services including fire protection and emergency medical services and has the authority to enter into contracts and agreements related to such purposes; and

WHEREAS, the West Plains Airport Area Public Development Authority (the "PDA") is a quasi-municipal corporation created pursuant to RCW 35.21.730 - .755 and has the statutory authority to engage in economic development activities within the geographic boundaries of the PDA; and

WHEREAS, the District and Spokane County have entered into an agreement dated July 3, 2018 related to mitigation for development of an office and warehouse located at 10010 W. Geiger Blvd., on parcel nos. 24065.9043, 24062.0428, 24062.0407, 24063.9042, and 24063.9041 that is known as "Project Rose" (a sorting and distribution fulfillment center); and

WHEREAS, Spokane County and the District agreed that, specific to Project Rose, the property tax payments, in addition to voluntary support from the West Plains PDA, provide reasonable mitigation under SEPA to address any fire and life safety impacts created by Project Rose in addition to those identified in the SEPA Mitigated Determination of Non-Significance for Project Rose; and

WHEREAS, District and the PDA hereby find and determine that entering into this Agreement will promote job creation, security, public safety, increase assessed value of real property within the boundaries of the District and the PDA and will otherwise stimulate economic growth, among other benefits; and

WHEREAS, the District and the PDA each desire to enter into this Interlocal Cooperation Agreement (this "Agreement") to provide for fire protection and emergency services within the geographical boundaries of the District's current service area and within the boundaries of the PDA; and

NOW, THEREFORE, the District and the PDA hereby agree as follows:

1. **Purpose of this Agreement.** The purpose of this Agreement is to set fourth certain understandings between the District and the PDA related to the financing and provision of emergency and fire safety protection services within the District's current service area and within the boundaries of the PDA.

2. **Facilities and Services.** The facilities and services rendered under this agreement shall include apparatus, facilities, equipment, personnel, and/or buildings to provide emergency response and fire response to Project Rose (the "Facilities and Services).

3. **Financing.** The PDA will pay \$197,653.22 to the District, in exchange for the facilities and services described in Section 2 above, in the following manner:

(a) Within twenty (20) days of the mutual execution of this Agreement, the PDA shall issue payment to the District in the amount of \$98,826.61.

(b) The PDA shall make payment of the remaining balance of \$98,826.61 within nine (9) months of the mutual execution of this Agreement.

(c) The funding in this section is subject to the termination provisions contained in Section 5 below.

4. **Amendment of this Agreement.** Amendment of this Agreement may be made only by written agreement of the District and the PDA.

5. **Duration and Termination of this Agreement.**

(a) This Agreement shall commence upon the full execution of this Agreement and run such period of time as any obligation of the PDA to pay the District under Section 3 remains outstanding, or the Agreement is otherwise terminated by a written agreement of the District and the PDA.

(b) In the event of termination after the payment of the funds set forth in Section 3 above, the PDA shall have no right of refund nor shall the District have the obligation to repay said funds.

6. **Waiver.** No officer, employee, agent or otherwise of the District or the PDA has the power, right or authority to waive any of the conditions or provisions of this Agreement. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement or at law shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law. Failure of the District or the PDA to enforce at any time any of the provisions of this Agreement, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this Agreement or any part hereof, or the right of the District and/or the PDA to hereafter enforce each and every such provision.

7. **Headings.** The section headings in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to, and shall not be deemed to, limit or extend the scope or intent of the sections to which they appertain.

**8. All Writings Contained Herein.** This Agreement contains all of the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto. The parties have read and understand all of this Agreement, and now state that no representation, promise or agreement not expressed in this Agreement has been made to induce the parties to execute the same.

**9. Contract; Severability.**

The covenants contained in this Agreement shall constitute a contract between the District and the PDA. All the covenants, promises and agreements in this Agreement contained by or on behalf of the District and the PDA, shall bind and inure to the benefit of their respective successors and assigns, whether so expressed or not.

If any one or more of the covenants or agreements provided in this Agreement to be performed on the part of the District or the PDA shall be declared by any court of competent jurisdiction to be contrary to law, then such covenants or agreements shall be null and void and shall be deemed separable from the remaining covenants and agreements in this Agreement and shall in no way affect the validity of the other provisions of this Agreement.

Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon or give to any person other than the District and the PDA any rights, remedies or claims under or by reason of this Agreement or any covenant, condition or stipulation thereof; and all of the covenants, stipulations, promises and agreements in this Agreement contained by or on behalf of the District or the PDA shall be for the sole and exclusive benefit of the District and/or the PDA.

**10. Counterparts.** This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.

**11. Effective Date.** This Agreement shall become effective immediately after it is duly adopted by the Board of District Commissioners and the Board of the PDA.

**12. Time of Essence of Agreement.** Time is of the essence of this Agreement and in case if any party fails to perform the obligations on its part to be performed at the time fixed for the performance of the respective obligations by the terms of this Agreement, the other party may, at its election, hold the other party liable for all costs and damages, including, without limit, attorney's fees and costs, caused by such delay.

**13. Execution and Approval.** The parties warrant that the officers executing below have been duly authorized to act for and on behalf of the party for purposes of confirming this Agreement.

**14. Compliance with Laws.** The parties shall observe all federal, state and local laws, ordinances and regulations, to the extent that they may be applicable to the terms of this Agreement.

**15. Notice.** All notices or other communication given hereunder shall be deemed given on: (a) the day such notices or other communications are received when sent by personal delivery;



or (b) the third day following the day on which the same have been mailed by first-class delivery, postage prepaid to the District or the PDA at the address set forth below for such party, or at such other address as either party shall from time-to-time designate by notice in writing to the other party:

**DISTRICT:** Spokane County Fire District No. 3  
Fire Chief, or his/her authorized representative  
10 S. Presley Drive  
Cheney, WA 99004

**PDA:** West Plains/Airport Area Public Development Authority  
Todd Coleman, CEO, or his/her authorized representative  
7106 W. Will D. Alton Lane, Suite 103A  
Spokane, Washington 99224

**16. Survival.** Any sections of this Agreement which by their sense and context are intended to survive termination, expiration or determination of invalidity of this Agreement shall survive.

**17. RCW 39.34 Required Clauses.**

- (a) *Purpose:* See Section 1 above.
- (b) *Duration:* See Section 5 above.
- (c) *Organization of Separate Entity and its Powers:* No new or separate legal or administrative entity is created to administer the provisions of this Agreement.
- (d) *Responsibilities of the Parties:* See provisions above.
- (e) *Termination:* See Section 5 above.

**18. Fire District No. 3 Service Area Boundaries.** Nothing herein is intended to amend, alter or change the service boundaries of Fire District No. 3.

*(Remainder of page left intentionally blank. Signature pages to follow.)*

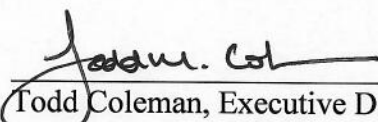
IN WITNESS WHEREOF each of the parties have executed this Agreement by their duly authorized officials.

**SPOKANE COUNTY FIRE DISTRICT NO. 3**

\_\_\_\_\_  
Cody Rohrbach, Fire Chief

\_\_\_\_\_  
Date

**WEST PLAINS/AIRPORT AREA PUBLIC DEVELOPMENT AUTHORITY**

  
\_\_\_\_\_  
Todd Coleman, Executive Director

4.16.19  
\_\_\_\_\_  
Date