

Tuesday, August 4, 2020
Electronic City Council Workshop

5:40 P.M. (After conclusion of Special Meeting)
City Council Workshop - Electronic Attendance

Meeting may be viewed at: Live Stream on City of College Place, Washington YouTube at https://www.youtube.com/channel/UCbx3qrqzLDL_05NusReSI-g/featured

Or you may call this number to listen: 1-669-900-9128 ID#923 5319 4923

1. Opening Items.

Subject :	1.01 Council Reference Materials
Meeting :	Aug 4, 2020 - Electronic City Council Workshop
Category :	1. Opening Items.
Access :	Private
Type :	Information
Subject :	1.02 Call To Order
Meeting :	Aug 4, 2020 - Electronic City Council Workshop
Category :	1. Opening Items.
Access :	Public
Type :	Procedural

Public Content

Mayor Hernández will call the meeting to order.

Subject :	1.03 Pledge of Allegiance
Meeting :	Aug 4, 2020 - Electronic City Council Workshop
Category :	1. Opening Items.
Access :	Public
Type :	Procedural

Public Content

"I pledge allegiance to the Flag of the United States of America, and to the Republic for which it stands, one Nation under God, indivisible, with liberty and justice for all."

Subject :	1.04 Moment of Silence for Reflection / Invocation - Any City Employee or Elected Official; delivering the invocation, does so in his/her capacity as a private citizen, and not in his /her official position as a city employee/elected city official.
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Meeting : Aug 4, 2020 - Electronic City Council Workshop
Category : 1. Opening Items.
Access : Public
Type : Procedural

2. Workshop Topics.

Subject : 2.01 Fire Training Tower - Chief Winter
Meeting : Aug 4, 2020 - Electronic City Council Workshop
Category : 2. Workshop Topics.
Access : Public
Type : Discussion, Information

File Attachments

[WWFD-D4-CP Agreement Draft 6-18-20SnureEdits6_25_20RL.pdf \(252 KB\)](#)
[20200306 Cost Sharing Interlocal for Fire Training Facility repair and upgrade \(004\) SnureEdits6_25_20RL.pdf \(82 KB\)](#)

Subject : 2.02 Update on Well Projects - Mr. Gordon & Mr. Hartwig
Meeting : Aug 4, 2020 - Electronic City Council Workshop
Category : 2. Workshop Topics.
Access : Public
Type : Discussion, Information

Public Content

Historical Perspective:

The City has been drilling two new wells, is updating its water system plan, and conducting a study to explore consolidating water systems with Green Tank.

Information for Consideration:

Status of current water projects is as follows:

Well No. 4 (aka Well No. 1)--Work is wrapping up on the project. Work planned for this week includes on-site effort by Rockwell (variable frequency drive supplier or VFD), Townsend (project electrical controls contractor), the City and RH2. The plan is for the VFD to be installed Tuesday as well as a final water sample. The well should be able to be operated "by hand" by this Thursday (8/6/20). Full automatic operation is anticipated by 8/14/21, two weeks before the contractual 8/31/20 deadline.

Well No. 6 (aka Well No. 2)--The well drilling contract is complete. Yields were substantially higher than what was seen at Well No. 4. RH2 is currently assessing the impact of flow rate on sustainable yield/water level drop; the operational pumping range, and costs. A recommendation is expected within the next couple of weeks.

Water System Plan--City has submitted comments on Chapters 1, 2, 4 and 6 and requested an analysis of existing/sustainable basalt supply with planning level options for augmenting water supply. The plan is due 2 /25/2021; however the current plan expires 11/7/2020 and the intent is to complete the update as soon as possible to avoid DOH approval for water line projects. Data from the new well projects is expected to inform the final plan.

Green Tank Consolidation Feasibility Study--All supply and demand data has been processed; Green Tank Piping has been added to the hydraulic model and supply/demands/water rights added into Chapter 2 of City's plan. Currently determining impact of pressures and fire flows. Findings expected this week or the next.

American Water Infrastructure Act of 2018--This is a Federal requirement requiring water systems to assess risks to their systems. This is due 6/30/2021. Total cost is expected to range from between \$40,000 to \$150,000 depending on any economies of scale the City might be able to realize.

Subject :	2.03 COVID-19 Reimbursement Tracker - Mr. Carleton & Ms. Cinnamon
Meeting :	Aug 4, 2020 - Electronic City Council Workshop
Category :	2. Workshop Topics.
Access :	Public
Type :	Discussion, Information

Public Content

Historical Perspective:

Under the CARES Act, the Coronavirus Relief Funds may be used to reimburse local governments in response to the COVID-19 public health emergency during the period of March 1, 2020 thru Oct. 31, 2020*. The City of College Place was granted \$289,950 from the Coronavirus Relief Fund.

Information for Consideration:

Expenditures may include expenditures incurred to allow the local government to respond directly to the emergency, such as by addressing medical or public health needs, as well as expenditures in response to second-order effects of the emergency, such as economic support to those suffering from employment or business interruptions due to COVID-19-related business closures.

Funds may NOT be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute. Although a broad range of uses is allowed, revenue replacement is not a permissible use of Fund payments.

Payments may NOT be used to cover costs accounted for in the budget most recently approved as of March 27, 2020. The most recently approved budget refers to the enacted budget for the relevant fiscal period for the particular government. A cost is not considered to have been accounted for in a budget merely because it could be met using a budgetary stabilization fund, rainy day fund, or similar reserve account.

A reimbursement for \$121,737.00 was submitted to the Department of Commerce on 7/14/2020. Additional expenditures have been incurred or committed since the last submission. The costs are as follows:

Expenditures Reimbursed:

Office Supplies \$ 186.84
Operating Supplies \$ 8,446.78
Professional Services \$ 6,589.80
Software \$ 2,949.61
Uniforms \$ 3,164.97
Small Tools/Equipment \$ 7,384.73
Travel \$ 2,061.50
Pledge \$35,000.00
Staff Time \$55,952.65

Total Reimbursement To Date \$121,736.88
Additional Expenditures to Date:

Operating Supplies \$6,632.24
Staff Time \$2,255.75

Total Additional \$8,887.99

Committed Costs:

Outdoor Funitures \$17,382.91
Operating Supplies \$ 1,409.76
Laptop Computers \$11,479.33
IworQ Software \$19,600.00
BMAC Assistance \$20,000.00
WWTP Repairs \$40,219.00
Additional Expenses \$ 2,357.71

Total Committed \$112,448.71

Total Costs Incurred/Committed \$243,073.58

Reimbursement Balance \$46,876.42



**WALLA WALLA FIRE
DEPARTMENT
AND
WALLA WALLA COUNTY FIRE
PROTECTION DISTRICT NO. 4
AND
COLLEGE PLACE FIRE
DEPARTMENT
JOINT TRAINING FACILITY
INTERLOCAL AGREEMENT**

THIS AGREEMENT is entered into on the date set forth below by and between the City of Walla Walla ("City") and Walla Walla County Fire Protection District No. 4, and the City of College Place ("Partners"), for the purpose of providing and maintaining a joint training facility.

WHEREAS, the City and Partners have determined that ever-changing technology in fire suppression, emergency medical and fire prevention service require firefighters to be knowledgeable and proficiently trained.

WHEREAS, the City and Partners have determined that it would be in the public's best interest to enter into an agreement for the mutual operation and management of a centralized training facility for all three fire departments in an effort to provide a proper environment for maintaining a fundamental level of knowledge and skill required for basic and advanced firefighter skills.

WHEREAS, the City and Partners have determined that a shared facility will reduce the costs of construction and operation for all three agencies.

NOW, THEREFORE, in consideration of the mutual benefits and covenants contained in this agreement, the parties hereto covenant and agree as follows:

Section 1. Parties. The City of Walla Walla, Walla Walla County Fire Protection District No. 4 and the City of College Place are parties to this agreement in their respective capacities as fire departments and fire protection districts responsible for providing the citizens of the Cities and District with numerous services which include: basic and advanced emergency medical care and transportation, fire suppression, prevention and investigation, technical land and water rescue services and hazardous materials response.

Section 2. Period of Performance. This agreement shall commence on the date of signing_ and shall terminate on December 31, 2031 ("Initial Term"). At the end of the Initial Term and any additional term, this agreement shall automatically be extended for an additional 12- month period, unless 60 days prior to such date, either party gives notice in writing of its intent to terminate this agreement..

Section 3. Facility Use. It is hereby agreed that the facility will be used as a centralized training facility for all three fire agencies for the purposes of providing a proper environment that is fundamental for maintaining a level of knowledge and skill required for basic and advanced firefighter skills.

Section 4. Scheduling. All scheduling for use of the facility will be the sole responsibility of the Training Divisions of the City and Partners. Use by the City and Partners shall only be restricted to the extent as required by local, state and federal laws and regulations.

Section 5. Management. The City and Partners shall jointly and equally manage and operate

the Training facility property, such property shall include land, buildings, appurtenances and all other improvements related thereto which are located on site at 300 Cayuse St, Walla Walla, Washington. All management for use of the facility will be the sole responsibility of the Training Divisions of the City and Partners. Said property (that is currently owned by the City of Walla Walla) is described as follows:

1. The training building prop.
2. The training tower (old)
3. The fire behavior prop
4. The storage container

Section 6. Budget. The City and Partners shall establish a Joint Training Facility Budget ("Budget") which shall provide for the operation of the training facility. The Budget and all its books and accounts shall be administered and managed by the City in a manner using generally accepted accounting methods. Any expenditure for maintenance, operation, equipment and capital improvements shall be recorded into this Budget.

Section 7. Budget - Revenues and Expenditures.

- (a) Funds received by the parties resulting from: (1) the operation or use of training facility; (2) any activities conducted at the training facility site; or (3) any activities by or services provided by the parties pursuant to this agreement, shall be deposited by the parties into the Budget. It is agreed that monies deposited in the Budget shall be used solely for the operation and maintenance of the training facility or for the purchase or acquisition of equipment or capital improvements.
- (b) Expenses incurred by the City and Partners in the performance of services pursuant to this agreement shall be pre-approved through agreed upon budgetary processes by all parties to this agreement. Any expenses not pre-approved through the budgetary process must be subsequently approved to in writing by all parties to this agreement.
- (c) All agencies, other than the City and Partners, will be charged for the use of the facility, commensurate with the demand placed by the other agencies use, in an amount pre-approved and agreed upon in writing by the Fire Chiefs of the City and Partners. In-kind donations may be accepted in lieu of charges as deemed acceptable upon mutual agreement in writing by all parties to this agreement.
- (d) All capital improvements to the training facility or grounds must be mutually agreed to in writing. All costs associated with capital improvements will be paid out of the Budget.
- (e) No maintenance and operation costs are anticipated until [enter anticipated date]. Should such costs arise during the period prior to this date, all costs associated with maintenance and operation shall be divided so that the City shall be responsible for fifty percent (50%) of all costs of maintenance and operation of the facilities and grounds with the Partners each responsible for twenty-five percent (25%) of all costs of maintenance and operation. The City shall also be responsible for managing janitorial, grounds maintenance services, and third-party contracts for the training facility.

Section 8. Losses. Losses from the operation of the training facility shall be apportioned as follows:

- (a) Any losses to real or personal property incurred in the mutual operation of the training facility shall be shared fifty percent (50%) by the City and twenty five percent (25%) each by the Partners. In the event of any loss after expenditure of all monies available in the Budget, each party's contribution required by this agreement to cover said loss shall be deposited into the Budget no later than January 31 of the year following the loss.
- (b) Any losses to real or personal property incurred in the independent operation of the training facility by any party to this agreement shall be the sole responsibility of said party. The party incurring such loss shall be required to replace, restore or fix any loss to real or personal property incurred during the independent operation of the training facility no later than January 31 of the year following the loss. Provided however, if insurance proceeds are applicable to the loss the party shall only responsible for any deductible payments or uninsured portions of the losses.

Section 9. Capital Improvements. Any budgetary expenditure over One Thousand Dollars (\$1,000.00), or donation of material and labor valued at over \$1,000.00 that adds to the useful life or value of any land, buildings or other appurtenances or other facilities will be considered capital improvements. Incidental repairs and maintenance shall not be considered a capital expenditure. All capital improvements below a value of \$1,000.00 shall be considered repair or maintenance. No capital improvements will be made or accepted without the prior written approval of all parties. Such written approval shall contain the value of the capital improvement to be made. An inventory of all capital improvements shall be kept by the City and acknowledged by the Partners. Such inventory shall reflect the contribution made by each party and shall also reflect the source of the contribution, whether it is directly from the Budget or other source. The City shall be responsible for compiling and maintaining an annual updated inventory of all capital improvements. The City will provide annual inventory and financial reporting to the Partners. Should either Partner request additional reporting, the City will accommodate on an as needed basis.

Section 10. Equipment. No budgetary expenditure or donation over One Thousand Dollars (\$1,000.00) for equipment, or donations of equipment valued at over \$1,000.00 shall be made or accepted without the prior written approval of all parties. Such written approval shall contain the value of the equipment to be acquired. An inventory of all equipment shall be kept by the City and acknowledged by the Partners. This inventory shall reflect the contributor and value of the contribution whether it is directly from the Budget or other source. The City shall be responsible for compiling and maintaining an annual updated inventory of equipment.

Section 11. Initial Investments. To be covered in supplemental agreement agreed upon by all parties.

Section 12. Liens. Neither the City nor the Partners shall contract any debt or debts for labor, materials, services or otherwise take any action which may allow a lien to be placed on the training facility's property without concurrence of all parties.

Section 13. Maintenance For the duration of this agreement, the City and Partners shall, consistent with policy decisions made by Fire Chiefs of the City and Partners, assist with the maintenance of the training facility and all fixtures and improvements thereon in clean, safe and good condition and repair for maximum benefit and utilization and comply with all local, state and federal laws and

regulations relating to the use of the facility.

Section 14. Termination. This agreement may be terminated as follows:

- (a) By any party at the expiration of the initial term of ten (10) years with sixty (60) days' notice; or
- (b) By any party for cause upon sixty (60) days prior written notice in the event of violation by another party of any of the provisions of this agreement. The violating party shall first be given sixty (60) days from such written notice of termination to correct such violation, and if such correction is made within the sixty (60) day period, this agreement shall not be terminated. Such opportunity and period of correction shall not be available for second and succeeding violations of the same provision of this agreement; or
- (c) By mutual agreement of the parties.

Section 15. Buy-Out and Equity. In the event of termination of this agreement by any party pursuant to Section 14(a) herein, or by the City and Partners for cause pursuant to Section 14(b) herein; or by mutual agreement pursuant to Section 14(c) the City shall be required to buy out the equity interest of the Partner(s) in the training facility property, excluding any equity interest the Partner(s) may have acquired through donations or grant funded monies, which shall be calculated in accordance with the following terms and conditions:

- (a) The Partners shall each be credited with one-third the value of capital improvements, minus any equity interest the Partners may have acquired in the capital improvements through donations or grant funded monies, made to the training facility and any additional improvements made pursuant to Section 9 of this agreement for which funds are expended prior to the termination of this agreement. For the purposes of this section, "value of capital improvements" shall mean the value as of December 31, 2031, as determined by an agency mutually agreed upon for appraisal (if the parties cannot agree the court will appoint an appraiser); provided that, if this agreement is shortened to less than its initial term or extended pursuant to Section 2 herein, said value shall be determined as of January 1 of the year following termination.
- (b) The Partners shall each be credited with one-third the value of equipment, minus any equity interest the Partners may have acquired in the equipment through donations or grant funded monies, procured for the training facility and any additional equipment acquired pursuant to Section 10 of this agreement for which funds are expended prior to the termination of this agreement. For the purposes of this section, "value of equipment" shall mean the value as of December 31, 2031, as determined by an agency mutually agreed upon for appraisal; provided that, if this agreement is shortened to less than its initial term or extended pursuant to Section 2 herein, said value shall be determined as of January 1 of the year following termination.
- (c) The Partners shall each be credited with one-third the amount of monies remaining in the Budget for capital improvements as of December 31 of the year of termination after all obligations, debts, liabilities, and claims have been satisfied. In the event that the total obligations, debts, liabilities, and claims exceed the amount of the Budget, the Partner's

equity interest shall be reduced by an amount equal to one-half of such excess. In the event of termination of this agreement, the City shall pay the Partner(s) an amount equal to the Partner's equity interest not later than December 31, 2031. Provided that, if this agreement is shortened or extended pursuant to Section 2 herein, said payment shall be due not later than December 31 of the year following termination.

- (d) The Partner's shall each be credited with twenty-five percent (25%) of the amount of monies remaining in the Budget as of December 31 of the year of termination after all obligations, debts, liabilities, and claims have been satisfied. In the event that the total obligations, debts, liabilities, and claims exceed the amount of the Budget, each Partner's equity interest shall be reduced by an amount equal to twenty-five percent (25%) of such excess. In the event of termination of this agreement, the City shall pay the Partner(s) an amount equal to the Partner(s) equity interest not later than December 31, 2031. Provided that, if this agreement is shortened or extended pursuant to Section 2 herein, said payment shall be due not later than December 31 of the year following termination.
- (e) Upon buy-out of the Partner(s) equity interest by the City, the City shall be granted any and all right, title, and interest in the training facility capital improvements, equipment and real property.
- (f) At no time shall the City be required to buy-out the Partner(s) for any capital improvements or equipment, whole or in part, acquired through monies obtained through donations or grants. The City shall only be obligated to buy out the Partner(s) equity interest in capital improvements and equipment obtained through hard money. "Hard money" shall mean that money which comes directly from and is solely attributable to each party of this agreement and money earned by use of the facility and shall exclude donated or grant funded monies.

Section 16. Reporting. The City shall provide a yearly activity report explaining all monetary actions taken during the previous calendar year under this agreement. Should any Partner request additional reporting, the City will accommodate on an as needed basis.

Section 17. Records Inspection. The City shall retain all of its books, records and documents reflecting all direct and indirect costs expended by the City and Partners in the performance of the services described herein and all revenues generated in connection with the training facility. These records shall be subject at all reasonable times for inspection, review or audit by the City or Partners and/or the Office of the State Auditor.

Section 18. Operation Plan. The City and Partners shall develop a five-year plan of operation for the facility prior to [Enter Date]. This plan shall include, but not be limited to, future uses, anticipated purchases and management policies. This plan shall then be updated annually upon mutual agreement.

Section 19. Non-Discrimination. Neither the City nor the Partners shall discriminate against any person by reason of race, religion, color, sex, national origin, physical, emotional or sensory handicap, marital status or any other protected class in connection with the performance of its obligations under this agreement.

Section 20. Non-assignment. Neither the City nor the Partners shall assign this agreement or any

portion thereof, or any of its rights or responsibilities hereunder without the prior written consent of the other parties.

Section 21. Insurance.

- (a) All parties agree to provide and maintain general liability insurance coverage at all times during the course of this agreement. Such insurance shall afford protection to a limit of not less than Five Million Dollars (\$5,000,000.00).
- (b) The Budget shall purchase and provide separate insurance to include general liability insurance for the training facility and field in the amount of Five Million Dollars (\$5,000,000.00) and property insurance for the training facility and field in an amount equal to the replacement value of any real and personal property associated or encumbered upon said facility and field. Such insurance shall carry first party loss for fire damage for the facility and all improvements thereon.
- (c) The activities insured shall include all activities involved in the operation of the training facility, whether run by the City, the Partners, a subcontractor or lessor. It is agreed that in the event of fire or loss, proceeds of any insurance shall be used to restore the property to operating conditions.
- (d) The acquisition of all such insurance coverage required for the operation of the training facility shall be the responsibility of the City, at a cost mutually agreed to by the City and the Partners funded through the Budget's maintenance and operation.
- (e) In no event shall any party forego or waive any of the insurance provisions.

Section 22. Indemnification. Each party agrees to defend, indemnify, and hold harmless the other party and each of its employees, officials, agents, and volunteers from any and all losses, claims, liabilities, lawsuits, or legal judgments arising out of any negligent or willfully tortious actions or inactions by the performing party or any of its employees, officials, agents, or volunteers, while acting within the scope of the duties required by this Agreement. This provision shall survive the expiration of this Agreement. It is further specifically and expressly understood that the indemnification provided herein constitutes each party's waiver of immunity under industrial insurance, Title 51 RCW, solely to carry out the purposes of this indemnification clause. The parties further acknowledge that they have mutually negotiated this waiver.

Section 23. Notices. All notices, offers or other communications required or permitted to be given pursuant to this agreement shall be in writing and shall be considered as properly given or made if personally delivered or mailed from within the United States by first class United States mail, postage prepaid, and addressed to another Party, to the address as follows:

City of Walla Walla
City Clerk
15 N. 3rd Ave.
Walla Walla, WA 99362

City of College Place
City Clerk
625 S. College Ave.
College Place WA 99324

Walla Walla County Fire District No. 4
2251 S. Howard St.
Walla Walla, WA 99362

Any Party may change its address by giving notice in writing stating its new address to the other Parties.

Section 24. Successors. This agreement and all the terms and provisions of it shall be binding on and shall inure to the benefit of the parties and their legal representatives, heirs and successors, except as otherwise expressly provided for in this agreement.

Section 25. Construction. This agreement shall be construed in conformity with the laws of the State of Washington.

Section 26. Counterparts. This agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

Section 27. Consent. Whenever the consent of either party is required, that party agrees to exercise good faith in granting or withholding of the consent in a manner believed by the parties to be in the best interest of this agreement.

Section 28. If a dispute arises out of or relating to this agreement or the breach of this agreement and if the dispute cannot be settled through direct discussions between the Fire Chiefs of the Parties, the Parties agree to first endeavor to settle the dispute in an amicable manner through discussions between the City Manager of Walla Walla, the City Administrator of College Place and the Chairman of the Board of District 4. If a resolution is still not agreed upon, the Parties may submit to litigation in Walla Walla County Superior Court, and the prevailing Party shall recover its costs and attorney's fees incurred, including for appeals, which shall be determined and fixed by the court as part of the judgment.

Section 29. Severability. If any provision of this agreement shall be held invalid, such invalidity shall not affect the other provisions of this agreement which can be given effect without the invalid provision, and to this end the provisions of this agreement are declared to be severable.

Section 30. Modifications and Amendments. This agreement may be waived, changed, modified or amended only by written agreement executed by the City and the Partners.

Section 31. Entire Agreement. This agreement sets forth in full the entire agreement of the parties, and any other verbal or written agreements, representations or understandings are hereby deemed to be null and void and of no force and effect whatsoever.

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

Attest:

Approved as to form

Nabiel Shawa
City Manager
City of Walla Walla

Tim Donaldson
Attorney
City of Walla Walla

Chairman
Board of Commissioners
Walla Walla County FPD #4

Attorney
Walla Walla County FPD #4

Mayor
City of College Place

Attorney
City of College Place

**INTERLOCAL COST SHARING AGREEMENT BETWEEN THE CITY OF WALLA
WALLA FIRE DEPARTMENT, CITY OF COLLEGE PLACE FIRE DEPARTMENT,
AND WALLA WALLA COUNTY FIRE DISTRICT NO. 4 FOR THE CONSTRUCTION
OF FIRE TRAINING FACILITY REPAIRS AND UPGRADES TO THE CITY OF
WALLA WALLA FIRE TRAINING FACILITY.**

This agreement is made and entered into on this ____ day of _____, 2020 by and between the City of Walla Walla (Walla Walla), City of College Place (College Place), and Walla Walla County Fire District No. 4 (District 4), also referred to as the “Parties” to share costs for the repair and upgrades (Project) to the City of Walla Walla Fire Training Facility (Facility).

WHEREAS, RCW Chapter 39.34 authorizes the Parties to jointly exercise powers, privileges and authority through Interlocal Agreement; and

WHEREAS, the Parties jointly use the Walla Walla Fire Training Facility; and

WHEREAS, the Parties have determined that ever-changing technology in fire suppression, emergency medical and fire prevention service require firefighters to be knowledgeable and proficiently trained; and

WHEREAS, the Parties understand that the current Facility is over 45 years old and is in need of repair and updating and does not fully meet the training needs of each Party; and

WHEREAS, the Parties have determined that it would be in the public's and each Party's best interest to enter into an agreement for the sharing of costs for the repair and upgrades to the Facility as a centralized training Facility in an effort to provide a proper environment for maintaining a fundamental level of knowledge and skill required for basic and advanced firefighter skills; and

NOW THEREFORE, in consideration of the mutual benefits and covenants contained in this agreement the Parties hereto covenant and agree as follows:

1. **PURPOSE AND OBJECTIVES.** The Parties agree that the purpose of this Interlocal Agreement is to establish a plan for the mutual sharing of costs to make necessary repairs and improvements to the Facility. It is the objective of the Parties to cooperatively work together to improve the Facility to provide a proper environment for maintaining a fundamental level of knowledge and skill required for basic and advanced firefighter skills.

2. **COST AND FUNDING.**

2.1. It is estimated that that the cost of the Project will be seven hundred fifty four thousand five hundred dollars. (\$754,500) broken down as follows:

New Drill Tower:	\$450,000
Old Drill Tower repairs:	\$95,000
Site/Asphalt work:	\$186,000
Irrigation costs:	\$14,000

Permit fees: \$9,5000
Estimated Total Project Cost \$754,500

- 2.2. It is agreed that each Party will be responsible for one-third (1/3) of the total cost of the Project "Proportional Share." Based on the estimated total cost each Party would be responsible for two hundred fifty one thousand and five hundred dollars (\$251,500). Each Party shall be individually responsible to pay its Proportional Share for any additional costs incurred above the estimated total. Any such additional costs shall be approved in writing and in advance by all Parties. In kind services may be accepted in lieu of charges as deemed acceptable upon mutual agreement in writing by all Parties to this agreement.
- 2.3. District 4 agrees to provide an initial investment of not to exceed nine-hundred thousand dollars (\$900,000) "Initial Investment." District 4 agrees to transfer monies to Walla Walla concurrent with the Project timeline. Walla Walla and College Place agree to repay their Proportional Share of the Initial Investment to Fire District 4 beginning no later than January 2023. This Proportional Share will include interest equivalent to the annual reported Walla Walla County investment pool interest rate. The interest rate will be calculated based on the interest report from the year prior to the annual payment. Walla Walla and College place agree to repay their proportional share of the Initial Investment in five (5) annual payments beginning in January 2023. In the event any portion of the Initial Investment is not expended prior to the completion of the Facility repairs and upgrades Walla Walla shall refund to District 4 such unused amounts within 30 days of the project close out.
- 2.4. In the event additional costs beyond the Initial Investment are required, each Party shall pay its Proportional Share of such costs at the time they are due and owing.
3. TERM. This agreement shall commence on the date of execution by all Parties and shall terminate upon successful completion of the desired Facility repairs and upgrades and upon completion of the funding repayment terms set forth in Section 2.3.
4. LEAD AGENCY Walla Walla will act as lead agency for this project, and will be responsible for designing, bidding and administering the construction contract, including signature authority for contractual matters.
 - 4.1. Construction Plans. Walla Walla or the City's consultant shall prepare or cause to be prepared, construction plans for the Project. A representative from College Place and District 4 shall review and approve construction plans and designs for the Project prior to the Project going out for bid.
 - 4.2. Project bidding. Walla Walla shall conduct a competitive bidding process consistent with the statutory requirements applicable to Walla Walla. College Place and District 4 shall approve the award of the bid prior to Walla Walla signing a construction contract.
 - 4.3. Construction Inspection & Administration. Walla Walla shall perform all construction administration and field inspection work for the Project.

- 4.4. Construction Costs. Walla Walla agrees to pay for the Project Construction Costs out of the Initial Investment funds provided by District 4 together with any additional funds required under Section 2.4.
- 4.5. Accounting of Funds. Walla Walla shall provide a regular accounting of funds expended on the Project and provide such accounting reports to College Place and District 4. The Parties agree to regularly meet to discuss the accounting of funds and progress of the Project.
5. COOPERATION. The Parties agree to diligently pursue the completion of the Project and to provide such support and assistance as necessary to accomplish completion of the Project.
6. OWNERSHIP AND JOINT USE. The upgrades to the Facility shall remain the property of Walla Walla. The Parties agree that it will continue to partner with the other Parties for the joint use, maintenance and operations of the Facility by separate agreement after the Project is completed.
7. INDEMNIFICATION. Each party agrees to defend, indemnify, and hold harmless the other party and each of its employees, officials, agents, and volunteers from any and all losses, claims, liabilities, lawsuits, or legal judgments arising out of any negligent or willfully tortious actions or inactions by the performing party or any of its employees, officials, agents, or volunteers, while acting within the scope of the duties required by this Agreement. This provision shall survive the expiration of this Agreement. It is further specifically and expressly understood that the indemnification provided herein constitutes each party's waiver of immunity under industrial insurance, Title 51 RCW, solely to carry out the purposes of this indemnification clause. The parties further acknowledge that they have mutually negotiated this waiver.
8. MODIFICATIONS AND AMENDMENTS. This agreement may be, changed, modified or amended only by written agreement executed by the Parties.
9. CONSENT. Whenever the consent of a Party is required, that Party agrees to exercise good faith in granting or withholding of the consent in a manner believed by the Parties to be in the best interest of this agreement.
10. FORCE MAJEURE. Except as otherwise provided herein, no Party shall be obligated to perform hereunder or deemed to be in default if performance is prevented by (a) fire, hurricane, flood, tornado, act of God, terrorist act, or civil commotion, or (b) any law, rule, regulation or order of any public or military authority stemming from the existence of economic or emergency controls, hostilities or war; provided that such occurrence and the adverse effects of such occurrence are not reasonably foreseeable and are beyond the reasonable control of the non-performing Party, and, provided further, that the non-performing Party takes reasonable actions to mitigate the adverse effects of such occurrence.
11. NON-DISCRIMINATION. No Party shall discriminate against any person by reason of race, creed, color, national origin, sex, honorably discharged veteran or military status, sexual orientation, or the presence of any sensory, mental, physical disability, or the use of a trained

dog guide or service animal by a person with a disability in connection with the performance of its obligation under this agreement.

12. **DISPUTE RESOLUTION.** If a dispute arises out of or relating to this agreement or the breach of this agreement and if the dispute cannot be settled through direct discussions between the Fire Chiefs of the Parties, the Parties agree to first endeavor to settle the dispute in an amicable manner through discussions between the City Manager of Walla Walla, the City Administrator of College Place and the Chairman of the Board of District 4. If a resolution is still not agreed upon, the Parties may submit to litigation in Walla Walla County Superior Court, and the prevailing Party shall recover its costs and attorney's fees incurred, including for appeals, which shall be determined and fixed by the court as part of the judgment.
13. **SEVERABILITY.** If any provision of this agreement shall be held invalid, such invalidity shall not affect the other provisions of this agreement which can be given effect without the invalid provision, and to this end the provisions of this agreement are declared to be severable.
14. **ENTIRE AGREEMENT.** Subject to Section 5, this agreement sets forth in full the entire agreement of the Parties, and any other verbal or written agreements, representations or understandings are hereby deemed to be null and void and of no force and effect whatsoever.
15. **TIMELINESS OF PERFORMANCE.** The Parties shall satisfy their responsibilities, obligations, and liabilities under this consent agreement within time limits required by this agreement, and Parties acknowledge that time is of the essence.
16. **INDEPENDENT CONTRACTORS.** The Parties are and shall at all times be deemed to be independent contractors in the provision of the services set forth in this agreement. Nothing herein shall be construed as creating the relationship of employer and employee, or principal and agent, between the Parties. Each Party shall retain all authority for provision of services, standards of performance, discipline and control of personnel, and other matters incident to its performance of services pursuant to this agreement. Nothing in this agreement shall make any employee of any Party an employee of any other Party for any purpose, including but not limited to, for withholding of taxes, payment of benefits, workers' compensation pursuant to Title 51 RCW, or any other rights or privileges accorded their respective employees by virtue of their employment. This agreement does not create any separate legal or administrative entity.
17. **SUCCESSORS.** This agreement and all the terms and provisions of it shall be binding on and shall inure to the benefit of the Parties and their legal representatives, heirs and successors, except as otherwise expressly provided for in this agreement.
18. **CONSTRUCTION.** This agreement shall be construed in conformity with the laws of the State of Washington.
19. **VENUE.** Any dispute or proceeding arising out of this agreement shall be submitted to the Superior Court of the State of Washington for Walla Walla County.
20. **NOTICE.** All notices, offers or other communications required or permitted to be given pursuant to this agreement shall be in writing and shall be considered as properly given or

made if personally delivered or mailed from within the United States by first class United States mail, postage prepaid, and addressed to another Party, to the address as follows:

City of Walla Walla
City Clerk
15 N. 3rd Ave.
Walla Walla, WA 99362

City of College Place
City Clerk
625 S. College Ave.
College Place WA 99324

Walla Walla County Fire District No. 4
2251 S. Howard St.
Walla Walla, WA 99362

Any Party may change its address by giving notice in writing stating its new address to the other Parties.

21. COUNTERPARTS. This agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

In Witness, the Parties have executed this Agreement as of the day and year first written above

Attest:

Approved as to form

Nabiel Shawa
City Manager
City of Walla Walla

City Attorney
City of Walla Walla

Chairman Board of Commissioners
Walla Walla County FPD #4

Attorney
Walla Walla County FPD #4

Mayor
City of College Place

City Attorney
City of College Place