

**RESOLUTION NO. 2018-04**

**A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF BENTON CITY TO SIGN THE INTERLOCAL COOPERATIVE AGREEMENT WITH BENTON COUNTY FIRE PROTECTION DISTRICT NO. 2 FOR CONEX BURN BOX PROJECT**

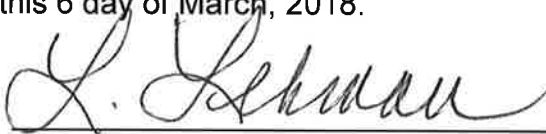
**WHEREAS**, the City of Benton City has found that there is a benefit to the City in entering into an Interlocal Cooperative Agreement with the Benton County Fire Protection District No. 2 for the District's use of City land in its Conex burn box project. NOW, THEREFORE,

**THE CITY COUNCIL OF THE CITY OF BENTON CITY, WASHINGTON**, hereby resolves as follows:

That the Mayor of the City of Benton City, Washington, is hereby authorized and directed to sign the Interlocal Cooperative Agreement between the Benton County Fire Protection District No. 2 and the City of Benton City, for use of City land for the District's Conex burn box project, a copy of which is attached hereto as Exhibit A and incorporated herein by this reference; and to take all necessary steps required to complete this transaction.

**ADOPTED** this 6 day of March, 2018, by the City Council of the City of Benton City, Washington, and signed in authentication of its passage this 6 day of March, 2018.

Resolution 2018-04 filed and recorded in the office of the City Clerk of the City of Benton City, Washington, this 6 day of March, 2018.



Linda Lehman, Mayor

Attest:

Approved as to Form:



Stephanie Haug, MMC  
City Clerk/Treasurer



Kerr Law Group  
City Attorney

**FILED FOR RECORD AT REQUEST OF:**  
City of Benton City, Washington

**WHEN RECORDED RETURN TO:**  
City of Benton City  
PO Box 70  
Benton City WA 99320

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**INTERLOCAL COOPERATIVE AGREEMENT  
BETWEEN  
BENTON COUNTY FIRE PROTECTION DISTRICT NO. 2  
AND  
CITY OF BENTON CITY**

**BY THIS INTERLOCAL COOPERATIVE AGREEMENT**, hereinafter referred to as "Interlocal Agreement", entered into this 6 day of March, 2018, the City of Benton City, a political subdivision of the State of Washington, hereinafter referred to as the "City", and Benton County Fire Protection District No. 2, a municipal corporation of the State of Washington, hereinafter referred to as the "District" enter into the following agreement.

**WHEREAS**, the District provides fire protection services to the residents of the City; and

**WHEREAS**, in order to provide fire protection services, the District must provide for the training of its firefighters; and

**WHEREAS**, the District, through a federal grant obtained in collaboration with other regional fire agencies will be provided two Conex boxes that will burn wood products to provide the District with live fire training for its firefighters; and

**WHEREAS**, the placement of the Conex boxes on property owned by the District will create smoke that will impact the residents in the immediate area of the property owned by the District; and

**WHEREAS**, the City owns Benton County Parcel No. 1-1897-100-0009-000 at the end of Dinah Lane that would provide an area suitable for the placement and use of the Conex boxes; and

Interlocal Agreement  
Benton County Fire Protection District No. 2/City - 1

**WHEREAS**, the City will benefit from improved training of District firefighters who provide fire protection services to the residents of the City; and

**WHEREAS** the parties hereto are authorized by RCW 39.34.030 to enter into agreements with one another to jointly carry out the powers and authorities of the municipal entities; and

**NOW, THEREFORE**, in consideration of the mutual agreements and covenants contained herein, the Parties agree as follows:

**Section 1.** The City shall undertake and provide the following:

(a) The City shall provide the District with the use of an area of land on real property owned by the City as indicated on the attached Exhibit A that is approximately 50' x 50', for the placement of gravel and a concrete slab and for the placement and use of two Conex boxes which shall be owned by the District, plus the right of ingress and egress to the area of land across Benton County Parcel Nos. 1-1897-100-0009-000, 1-1897-100-0010-000 and 1-1897-100-0011-000.

(b) The City shall warrant it is owner in fee simple to the property upon which the Conex boxes are located.

(c) The City shall be responsible for any maintenance and snow removal of the access road used for ingress and egress for City purposes, but shall not be responsible to maintain the road or snow removal for the District's access.

**Section 2.** The District shall undertake and provide the following:

(a) Provide and pay for the gravel and concrete slab necessary for the placement of two Conex boxes for live fire training.

(b) Provide for the maintenance, operation and repair of the Conex boxes and area of land provided by the City as set forth in Exhibit A, including any maintenance and snow removal of the access road used for ingress and egress to the property set forth in Exhibit A that is desired by the District and that has not been done by the City pursuant to subsection 1(c) above.

(c) Remove the gravel, concrete and Conex boxes within ninety (90) days after the termination of this agreement and restore the area of land to its condition just prior to the commencement of this agreement.

(d) Provide for training for the District's firefighters using the Conex boxes to improve fire protection provided by the District to the City and its residents.

**Section 3.** District shall comply with all provisions of Benton City Municipal Code when constructing, erecting, operating, and modifying facilities that fall under this Agreement.

**Section 4.** District shall give City written notice at least ten (10) business days prior to each burn day when the Conex boxes will be utilized. District agrees to reschedule any scheduled training with written notice of City given no less than five (5) business days prior to date of burn day. City agrees to only request a modification to burn days based upon a reasonable need, with consideration being given to air quality and nearby events.

**Section 5.** This Interlocal Agreement may be changed, modified, or amended only upon written agreement executed by the parties.

**Section 6.** No special budget or funds are anticipated, nor shall be created. It is not intended that a separate legal entity shall be established to conduct the cooperative undertaking, nor is the acquiring, or holding, or disposing of real or personal property anticipated except as provided herein. The land shall be owned by the City, and the assets associated with the Conex boxes shall be owned by the District. The Fire Chief of the District, or his or her designee, is designated as the Administrator of the project. A copy of this Agreement shall be filed with the Benton County Auditor's office or posted on Benton City's or Benton County's website as required by RCW 39.34.040.

**Section 7.** The District agrees that it will protect, save, defend, hold harmless and indemnify City, its employees, volunteers, officers and agents from any and all demands, claims, judgments, or liability for injury, loss or damage arising as a result of County's obligations and responsibilities under this Agreement, including accidents, property damage, personal injury or death, false arrest, civil rights actions, or other occurrences that arise out of the acts or failure to act of County's employees, volunteers, officers and agents.

**Section 8.** This Interlocal Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated by reference are attached. No other understandings, verbal or otherwise, in regard to the subject matter of this Interlocal Agreement, shall be deemed to exist or to bind any of the parties.

**Section 9.** The duration of this Agreement is ongoing. This Agreement shall continue in effect until terminated by a party. Either party may terminate this Agreement by providing written notice to the designated contacts identified in Section 10 of this

Agreement. This written notice must be served on the other at least sixty (60) days prior to the date of termination.

**Section 10.** The County shall maintain and carry liability insurance, including property damage and personal injury or death, with limits of not less than \$5,000,000 liability limit naming the City, its employees, agents, officers, and contractors as additional insureds, and providing insurance coverage for all acts or events occurring during the term of the Agreement.

**Section 11.** All notices relating to this agreement shall be in writing, and shall be deemed to have been effective upon delivery if served personally, including but not limited to, delivery by messenger, overnight courier service, or by overnight express mail to the addresses stated below:

Benton County Fire Protection District No. 2  
Ron Duncan, Fire Chief  
P.O. Box 719  
Benton City, WA 99320

City of Benton City  
Stephanie Haug, City Clerk-Treasurer  
P. O. Box 70  
Benton City, WA 99320

**Section 12.** This Agreement is intended to express the entire agreement of the parties, and supersedes the parties' prior agreement for these services. This Agreement may not be altered or modified in any way unless such modification is reduced to writing, mutually agreed upon and signed by both parties, and affixed to this original Agreement. If any provision of this Agreement is held invalid by a court of competent jurisdiction, the invalidity shall not affect other provisions or applications of this Agreement that can be given effect without the invalid provision or application.

**Section 13.** For the purpose of this Agreement, time is of the essence. Should any dispute arise concerning the enforcement, interpretation, breach or any other term of this Agreement, the parties shall first meet in a good faith effort to resolve the dispute. In the event the dispute cannot be resolved by agreement of the parties or by mediation, the dispute shall be resolved by binding arbitration pursuant to RCW 7.04A, as amended, and the Mandatory Rules of Arbitration (MAR). Venue shall be placed in Benton County, Washington; the laws of the State of Washington shall apply; and the prevailing party shall be entitled to its reasonable attorney fees and costs.

DATED this 6 day of March, 2018.

CITY OF BENTON CITY

BENTON COUNTY FIRE  
PROTECTION DISTRICT NO. 2

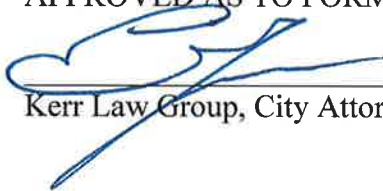
By:   
Linda Lehman, Mayor

By:   
Ron Duncan, Fire Chief

ATTEST:

  
Stephanie Haug, City Clerk

APPROVED AS TO FORM:

  
Kerr Law Group, City Attorney

STATE OF WASHINGTON)  
 ) ss.  
County of Benton )

On this 6 day of March, 2018, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared LINDA LEHMAN to me known to be the Mayor of the City of Benton City, Washington, the entity that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said entity, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument.

GIVEN under my hand and official seal this 6 day of March, 2018.



Stephanie M. Haug  
Printed Name: Stephanie M. Haug  
Notary Public in and for the State of Washington  
Residing at Kennewick  
My commission expires: 12/17/19

STATE OF WASHINGTON)  
 ) ss.  
County of Benton )

On this 16 day of April, 2018, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared RON DUNCAN to me known to be the Fire Chief of Benton County Fire Protection District No. 2, the entity that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said entity, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument.

GIVEN under my hand and official seal this 16 day of April, 2018.



Caren I. Wheeler  
Printed Name: Caren I. Wheeler  
Notary Public in and for the State of Washington  
Residing at Benton City  
My commission expires: 2/26/22

# EXHIBIT A

A 50' x 50' area of land in the approximate area indicated on the drawing below on property described as follows:

That portion of Government Lots 2 and 3 of Section 18, Township 9 North, Range 27 defined as follows:

Beginning at a point on the West line of Lot 2, 1143 feet South of the Northwest corner. Thence South along the West line of Lot 2 and 3 a distance of 787 feet; thence East VAR 21 degrees East to the West bank of Yakima River; thence Northerly along the meander line of said river to a point due East of a point 213 feet North of the Point of Beginning; thence due West VAR 21 degrees East to a point 204.5 feet East of the West line of Lot 2; thence South 213 feet parallel with the West line of Lot 2; thence at right angles 204.5 feet to the Point of Beginning; EXCEPT lands West of Kiona Canal and less West 20.26 acres. (Benton County Parcel No. 1-1897-100-0009-000)

