



**Lincoln County Fire District #1**

124 Old Airport Rd.  
Sprague, WA 99032  
Phone: 509-257-2926  
Fax: 509-257-2865

**Commissioners**

Terrence J. Harding  
Michelle K. Ringwood-Osborne  
Samuel J. Ringwood

**Chief**

Mitchell E. Lowry

Resolution No: 2022-03

**Interlocal Agreement**

Lincoln County Public Works Department as the "County" and Lincoln County Fire Protection District #1 as the "Agency"

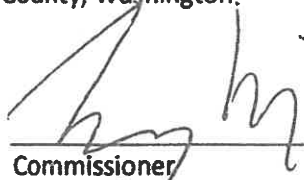
**WHEREAS**, the parties desire to enter into an agreement pursuant to Title 39.34 RCW, Title 35.77 RCW and RCW 36.75.200, if applicable, for the purposes of providing, upon the Agency's request and application, necessary engineering, materials, labor and equipment, administration and clerical services necessary for the execution of Agency project(s) or work and,

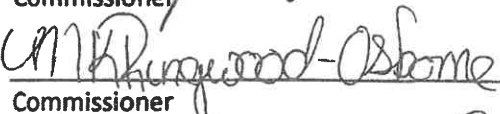
**WHEREAS**, such services materials, work and equipment will vary depending upon the character and scope of any particular project,

**NOW THEREFORE**, it is agreed by the Commissioners of Lincoln County Fire Protection District #1 as follows:

- Lincoln County Fire Protection District #1 hereby adopts by this resolution the Interlocal Agreement between Lincoln County Public Works Department and the District, such agreement attached hereto and by this reference made a part hereof.

Dated this 21<sup>st</sup> day of July, 2022 at Sprague, Lincoln County, Washington.

By:   
Commissioner

By:   
Commissioner

By:   
Commissioner

INTERLOCAL AGREEMENT

Resolution  
City/Agency Ordinance No. 1022-3

County Resolution No. N/A

This agreement made and entered into this 21<sup>st</sup> day of July, 2022 by and between Lincoln County Department of Public Works, a political subdivision of the State of Washington, hereinafter referred to as the "County" and the Lincoln County Fire District No. 1, hereinafter referred to as the "Agency".

WHEREAS, the parties desire to enter into an agreement pursuant to Title 39.34 RCW, Title 35.77 RCW, and RCW 36.75.200, if applicable, for the purposes of providing, upon the Agency's request and application, necessary engineering, materials, labor and equipment, administration and clerical services necessary for the execution of Agency project(s) or work, and

WHEREAS, such services, materials, work and equipment will vary depending upon the character and scope of any particular project,

NOW THEREFORE, it is hereby mutually agreed as follows:

1. For each project to be performed under this agreement the Agency will provide a written request for the specific work that they choose to be performed by the County. After a work request has been received, estimated project costs will be determined by the County and provided to the Agency for its review and approval prior to commencement of work. The County reserves the right to deny or approve each request for work by the Agency on an individual basis.
2. The County shall provide the necessary engineering, materials, labor & equipment, administration and clerical services necessary for the execution of the project or work requested by the Agency and in providing such services, the County Engineer may exercise all the powers and perform all the duties vested by law in the Agency.
3. The Agency hereby agrees to reimburse the County for the full cost of the work performed by Lincoln County Department of Public Works, based on the actual cost of labor, equipment rental, engineering, and materials used in the construction and/or maintenance work involved, plus all costs for fringe benefits to labor, including, but not limited to, Social Security, retirement, industrial and medical aid costs, prorated sick leave, holidays and vacation time and group medical insurance. In addition thereto ten (10) percent of the total cost may be added for overhead cost for accounting, billing and administrative services provided, that the County shall submit to the Agency a certified statement of the cost and within thirty (30) days thereafter, the Agency shall pay to the County the full amount of said statement.
4. The Agency further agrees to defend, indemnify and save harmless Lincoln County, its' appointed and elected officers and employees from and against any and all liability, loss, cost, damage and expense, including costs and attorney's fees and defense thereof, because of actions, claims, lawsuits for damages resulting from personal or bodily injury, including death at any time resulting there from, sustained or alleged to have been sustained by any person or persons and on account of any damage to property including loss of use thereof, asserted or arising or alleged to have arisen directly or indirectly out of or in consequence of the performance of this agreement, whether such injuries to persons or damage to property is due to negligence of the Agency contractors, subcontractors, or agents of Lincoln County, its' appointed officers, employees or their agents. This provision shall be inapplicable to the extent that the County is judicially found solely negligent for the damage or injury and additionally to the extent that the County is found comparatively negligent as to that portion of its negligence, or to the extent that the Agency, its contractor, sub-contractors, or agents are found free of negligence.
5. The Agency agrees to procure and maintain in full force and effect, public liability insurance in the sum of not less than \$500,000 per person to \$1,000,000 per total public liability and \$500,000 property damage naming the County as named insured. The County is not obligated to perform any work on behalf of the Agency until proof of such insurance is provided to the County.

6. The Agency hereby agrees to notify all landowners adjacent to any project or work of the Agency with regards to the time and extent of work to be performed by the County. The Agency is further responsible for causing all vehicles and personal property to be removed from the right-of-way of the street or project area upon which work will be performed under this agreement prior to commencement of any work. The County shall not be responsible for the Agency's failure to do so and may cease performance of any work should any vehicle or other personal property be located within the right-of-way or project area.
7. It is understood and agreed between parties that this agreement cannot be assigned, transferred or any portion subcontracted hereunder by the County without prior written permission of the Agency.
8. The County in the performance of work under this agreement shall abide by the provisions of RCW 35.77.020, 030, 040 and/or RCW 39.34 and/or RCW 36.75.200 whichever is applicable.
9. The terms of this agreement shall be 10 year(s), commencing upon the effective date hereof; and, shall be renewable for a like term upon the mutual written assent of the parties.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

Jara Holden  
 Clerk of the  
 Board of County Commissioners



Approved as to form:  
[Signature]  
 Prosecuting Attorney of  
 Lincoln County, Washington

Approved as to form:  
 \_\_\_\_\_  
 Agency Attorney

LINCOLN COUNTY, WASHINGTON

By Scott M. Hinkell  
 Chairman

[Signature]  
 Commissioner

[Signature]  
 Commissioner

Lincoln County Fire District No. 1  
 Name of Agency

By Sam Ringuereed  
Fire Commissioner  
 Title

Resolution  
 Agency Ordinance No. 2022-03

County Resolution No. N/A