

FRANKLIN COUNTY RESOLUTION NO. 2013 459

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON

RE: INTERLOCAL AGREEMENT FOR EMERGENCY RADIO COMMUNICATIONS SITE FACILITY BETWEEN FRANKLIN COUNTY AND CITY OF CONNELL.

WHEREAS, this Agreement is made between CITY OF CONNELL, a Washington municipal corporation, hereinafter called "City," and FRANKLIN COUNTY, a political subdivision of the State of Washington, hereinafter called "County;" and

WHEREAS, the City owns the property described as E2 LESS 3.6 AC R/W & EXC 9-13-32 N 800' OF E 300' OF E2 THEREOF LESS PTN DAF: S145.04' OF N945.04' OF E187.3' OF E2 SD SEC AND TOG W/PTN DAF: W112.7' OF E300' OF N800' OF SD E2 EXC S2 OF SE4 TOG W/W2 10-13-32 LESS PTN DAF: W384' OF N945.04' OF W2 EXC PARCELS 1 THRU 6 & 11 & 12 OF WD #1712909, ("Site") where the City owns a tower and building to provide radio communications to itself and others; and

WHEREAS, the County is interested in utilizing the Site for its emergency radio communications systems; and

WHEREAS, the parties hereto have agreed to enter into an Interlocal Agreement pursuant to RCW 39.34 to jointly own the leasehold and assets relating to the operation of the Site for radio communications; and

WHEREAS, the parties hereto have agreed to enter into an interlocal agreement pursuant to RCW 39.34 to jointly own the assets relating to the operation of the Site for radio communications; and

WHEREAS, the Board of Franklin County Commissioners constitutes the legislative authority of Franklin County and desires to enter into this arrangement as being in the best interest of Franklin County:

NOW, THEREFORE, BE IT RESOLVED the Franklin County Board of Commissioners hereby approves the attached Interlocal Agreement and authorizes the Chairman to sign said Agreement on behalf of the Board.

APPROVED this 18th day of December, 2013

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON



Chairman



Chair Pro Tem



Member

Attest:



Clerk to the Board

Originals: Auditor
City of Connell

cc: FC 911 Dispatch
Prosecutor



INTERLOCAL AGREEMENT BETWEEN
FRANKLIN COUNTY
AND
CITY OF CONNELL

THIS AGREEMENT is made this 2 day of December, 2013, by and between the CITY OF CONNELL, a Washington municipal corporation ("City") and FRANKLIN COUNTY, a political subdivision of the State of Washington, hereinafter called "County".

WHEREAS, the City owns the property described as E2 LESS 3.6 AC RW & EXC 9-13-32 N 800' OF E 300' OF E2 THEREOF LESS PTN DAF: S145.04' OF N945.04' OF E187.3' OF E2 SD SEC AND TOG W/PTN DAF: W112.7' OF E300' OF N800' OF SD E2 EXC S2 OF SE4 TOG W/W2 10-13-32 LESS PTN DAF: W384' OF N945.04' OF W2 EXC PARCELS 1 THRU 6 & 11 & 12 OF WD #1712909, ("Site") where the City owns a tower and building to provide radio communications to itself and others; and

WHEREAS, the County is interested in utilizing the Site for its radio communications; and

WHEREAS, the parties hereto have agreed to enter into an interlocal agreement pursuant to RCW 39.34 to jointly own the assets relating to the operation of the Site for radio communications;

NOW, THEREFORE, BE IT AGREED by and between the parties as follows:

1. Effective Date. This Agreement shall be effective upon (a) the execution of this Agreement by all parties; and (b) the recording of this Agreement with the Franklin County Auditor.
2. Land. The City shall continue to be the sole owner of the land for the Site.

3. Site Improvements. The County shall construct a new tower on the Site at the County's expense. Said new tower will be sufficient to accommodate the radio equipment of the parties to this Agreement. It shall also be built in a manner that provides additional capacity for future growth by the parties and additional users of the Site. The parties acknowledge and accept the new tower is designed to accommodate approximately thirty percent (30%) growth beyond current Site capacity. The tower shall be built in conformance with code requirements and shall comply with all laws and regulations relating to construction of the tower. The County shall purchase and install electrical upgrades to support all equipment operating in support of the new tower and equipment thereto at the Site. The parties contemplate the acquisition and installation of a generator at the Site for backup power to the Site. Each party shall be responsible for one-half (1/2) the cost of the generator acquisition and installation thereof. A new air conditioning system for the Site shall be acquired and installed, and each party shall pay one-half (1/2) the cost of acquisition and installation thereof.

4. Existing Tower. The Cities existing tower shall remain intact and in place unless both parties decide at a later date to remove it.

5. Expenses of the Site. Once the tower is constructed in accordance with the provisions of Section 3 of this Agreement, the parties shall share equally the power, maintenance and repair expenses of the Site to the extent they are not offset by usage fees. However, the County will provide at its expense a communications technician who will provide troubleshooting, maintenance, and consultation in regard to the Site, as long as the County has in its employ such a communications technician available and capable of doing such work. All funds collected from the use of this Site shall be used for the purposes of maintenance and ongoing operations of the Site. The City may maintain a fund ("Radio Tower Fund") if it becomes necessary for excess revenue from the Site. When the fund has accumulated a sufficient reserve by agreement of the parties, amounts in excess of the needed funds shall be disbursed to the parties equally. The City may choose to pay expenses of the Site and bill the County for its one-half contribution. In such case, the County will pay the amount thereof within thirty (30) days of written notice of the amount.

6. Fees for Usage of Site. A fee schedule for all future users of the Site will be determined by the City and the County. Said fees charged users of the Site other than the County and the City will be established to take into consideration the investment of the parties to this Agreement in the Site, together with the

appropriate contributions to the Radio Tower Fund, licensing fees and other expenses relating to the operation of the Site.

7. Other Decisions. All decisions relating to the government of the Site shall be made by the City and the County jointly, and no action shall be taken in the absence of the parties' agreement.

8. Conveyance of Interest in the Site. In the event that a party to this Agreement desires to sell or transfer its interest in this Agreement, it shall proceed in the following manner:

8.1 Grant of Right. At any time during the term of this Agreement a party desires to sell its interest in the Site, the other party hereto shall have a right of first refusal to purchase the interest of the selling party in the Site in accordance with the terms hereof. Each party agrees not to subsequently sell, transfer, exchange, grant an option to purchase, or otherwise dispose of any interest in the Site, without first offering to sell its interest to the other party at the same price and on the same terms and conditions as contained in a bona fide offer to acquire the interest from a third-party ("Third-Party Offer").

8.2 Exercise of Right. Upon a party's receipt of a Third-Party Offer, a party hereto (the "Selling Party") shall give the other party ("Receiving Party") written notice of the price, terms, and conditions thereof (the "Notice"), and shall deliver a copy of any executed agreement evidencing the Third-Party Offer to the Receiving Party. The Receiving Party shall then have sixty (60) days from the receipt of the Notice to notify the Selling Party in writing as to whether or not the Receiving Party elects to purchase the Selling Party's interest in the Site from the Selling Party pursuant to the same price, terms, and conditions of the Third-Party Offer. If the Receiving Party fails to provide such written notification to the Selling Party within said timeframe, the Receiving Party shall be deemed to have refused and declined to so purchase the interest of the Selling Party, and the Selling Party may sell its interest in accordance with the offer received from the third party.

8.3 Written Consent. Notwithstanding any other provision herein to the contrary, the written consent of the Receiving Party's authorized representatives shall be required in order to sell, transfer, exchange, grant an option to purchase or otherwise dispose of any interest ("Transfer") in the Site, except for a Transfer to another municipality or group of municipalities who provide emergency or public safety services.

9. Custodian of Funds. The City shall be responsible to serve as custodian of the funds in the Radio Tower Fund. All fees and assessments paid to

utilize the Site shall be paid into this account and all expenses and costs of the Site shall be paid from this account.

10. Term. This Agreement shall be effective as hereinabove provided in Section 1, and shall remain in effect until terminated pursuant to the terms of this Agreement.

11. Termination and Notice of Termination. This Agreement is terminable by either party without cause if such party provides written notice of intent to terminate. Any such notice from a party hereto shall be sent as hereinafter provided one hundred eighty (180) days prior to the effective date of the termination. A party terminating this Agreement shall receive no compensation from the remaining party and shall forfeit its interest in the Site and in all personal property used in the operation of the Site. Provided, in no event shall the City forfeit its interest in the land upon which the Site is located. In the event of a termination of this Agreement, the City will retain its ownership of the land.

12. Ownership of Property. All personal property used in the operation or improvement of the Site, excluding each parties' individual radio equipment, shall be equally owned by the County and the City unless said Agreement is terminated whereupon said personal property shall vest in the non-terminating party. Each parties' individual radio equipment shall not be subject to joint ownership and shall not vest in the non-terminating party in the event of Agreement termination.

13. General Indemnification. The City and the County each agree to defend and indemnify the other and its elected and appointed officials, officers, employees and agents against all claims, losses, damages, suits, and expenses, including reasonable attorneys' fees and costs, to the extent they arise out of, or result from, the negligence of the indemnitor or its elected or appointed officials, officers, employees or agents in the performance of this Agreement. The indemnitor's duty to defend and indemnify extends to claims by the elected or appointed officials, officers, employees or agents of the indemnitor. The indemnitor waives its immunity under Title 51 of the Revised Code of Washington solely for the purpose of this provision and acknowledges that this waiver was mutually negotiated. This provision shall survive the termination of this Agreement.

14. Captions. The paragraph and subsection captions used in this Agreement are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

15. Entire Agreement. This Agreement contains the entire Agreement and understanding of the parties with respect to the subject matter hereof, and supersedes all prior oral or written understandings, agreements, promises or other undertakings between the parties.

16. Governing Law. This Agreement shall be interpreted in accordance with the laws and court rules of the State of Washington in effect on the date of execution of this Agreement. In the event any party deems it necessary to institute legal action or proceedings to ensure any right or obligation under this Agreement, the parties agree that such action shall be brought in a court of competent jurisdiction situated in Franklin County, Washington.

17. No Third Party Rights. Except as expressly provided herein, nothing in this Agreement shall be construed to permit anyone other than the parties hereto to rely upon the covenants and agreements herein contained nor to give any such third party a cause of action (as a third party beneficiary or otherwise) on account of any nonperformance hereunder.

18. Amendment or Waiver. This Agreement may not be modified or amended except by written instrument approved by resolution or ordinance duly adopted by the City and the County. No course of dealing between the parties or any delay in exercising any rights hereunder shall operate as a waiver of any rights of any party.

19. Notices. Unless otherwise specified in this Agreement, any and all notices required or permitted to be given under this Agreement must be given in writing. Notices must be signed and shall be deemed given when actually received by the other party at the addresses stated below:

To the City: City of Connell
 P.O. Box 1200
 104 E. Adams St
 Connell, WA 99326

To the County: Franklin County E911 Office
 1016 N. 4th
 Pasco, WA 99301

The above addresses of the parties may be changed by written notice by the party changing address to the other party.

20. Administrator. There is no separate legal entity established to conduct the cooperative undertaking. The administrator of this Agreement shall be the Mayor of the City.

21. Real Property. The City shall retain ownership of the land upon which the Site is located. The City may utilize, lease, convey and otherwise deal with the land to the extent permitted by subsection 8.3 herein so long as the rights of the County set forth herein are preserved.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year hereafter indicated:


Date: 2 December 2013

Mayor
City of Connell



Mayor

Approved as to Form:



Dan F. Hultgrenn, Attorney for
the City

Date: 12-18-2013

Board of County Commissioners
of Franklin County



Chairman



Commissioner



Commissioner

Constituting the Board of County
Commissioners of Franklin
County, Washington
Attest:



Clerk of the Board

Approved as to form:



Chief Civil Deputy Prosecuting
Attorney

2013 459

FRANKLIN COUNTY RESOLUTION NO. 2013 472

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON

RE: REAPPOINTING KIM EMPEY TO THE FRANKLIN COUNTY MOSQUITO CONTROL DISTRICT BOARD OF TRUSTEES FOR A TWO-YEAR TERM, REPRESENTING COMMISSIONER DISTRICT 3, EFFECTIVE JANUARY 1, 2014 THROUGH DECEMBER 31, 2015

WHEREAS, Kim Empey's term on the Franklin County Mosquito Control District Board of Trustees to represent Commissioner District 3 is due to expire December 31, 2013; and

WHEREAS, Mr. Kim Empey has expressed a desire and willingness to continue to serve as a member of said Board; and

WHEREAS, the Board of Franklin County Commissioners constitutes the legislative authority of Franklin County and deems this to be in the best interest of the County;

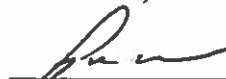
NOW, THEREFORE, BE IT RESOLVED the Franklin County Board of Commissioners hereby reappoints Kim Empey, 3411 Russell Road, Mesa, Washington, 99343 to the Franklin County Mosquito Control District Board of Trustees for a two-year term, representing Commissioner District 3, effective January 1, 2014 through December 31, 2015.

APPROVED

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON



Brad Peck, Member



Rick Miller, Chairman



Robert E. Koch, Chairman Pro-Tem

Attest:



Clerk to the Board

Originals: Auditor
Board of Trustees Chair

cc: David A. Dorsett, FCMCD Director
Kim Empey
Cities: Connell, Kahlotus, Mesa & Pasco