

2012.2.1

**INTERLOCAL AGREEMENT
BETWEEN
PIERCE COUNTY,
PIERCE COUNTY FIRE DISTRICT NUMBER 3,
AND
CITY OF UNIVERSITY PLACE**

THIS INTERLOCAL AGREEMENT is made and entered into by and between PIERCE COUNTY, a political subdivision of the State of Washington, (herein referred to as "County"), PIERCE FIRE DISTRICT #3, a political subdivision of the State of Washington, (herein referred to as "Fire District") and the CITY OF UNIVERSITY PLACE, a municipal corporation of the State of Washington, (hereinafter referred to as "City").

WHEREAS, the County, the City, and the Fire District are all municipal corporations in Washington and therefore entitled under RCW 39.34, the Interlocal Cooperation Act, to cooperate for municipal purposes; and

WHEREAS the County is developing the UP Radio Communications Facility, consisting of a communications tower, communications building, and associated equipment, ("the Communications Facility") on land owned by the Fire District near the current University Place Public Safety Building within the City of University Place; and

WHEREAS the County desires to allow the City and the Fire District to use certain space at the Communications Facility for communications purposes, the Fire District desires to allow the County and City to use property near the University Place Public Safety Building for the development and use of the Communications Facility, and the City desires to provide the County and Fire District permitting and AC service; and

WHEREAS, as emergency operations first responders, the County, Fire District, and the City each benefit from the location, construction, maintenance, and use of the Communications Facility;

NOW THEREFORE, for and in consideration of the mutual promises contained herein and other good and valuable consideration hereby acknowledged, it is agreed by and between the parties as follows:

1. Purpose.

It is the purpose of this Agreement to facilitate the completion, maintenance, and operation of the Communications Facility, including a communications tower, communications building and associated equipment, located on property owned by the Fire District near the University Place Public Safety Building at 3631 74th Avenue West in University Place, for use by the County, the City and the Fire District. Furthermore, it is the purpose of this Agreement to set forth the roles and responsibilities of the parties

for the use of the Fire District Property and the use of the space in and on the Communications Facility.

2. Term.

The Term of this Agreement shall be twenty-five years, and the Agreement shall be automatically renewed for successive one year lease terms, unless terminated according to the provisions hereof. Written notice of termination, if given by any party, shall be given at least three hundred and sixty (360) days prior to the termination date.

3. Roles and Responsibilities.

3.1 The County will own, maintain, and be the site manager for the Communications Facility including the communications building and the communications tower.

3.2 The Fire District will continue to own the land on which the Communications Facility is located, but will lease to the County, at no cost other than the promises herein, the area for the Communications Facility, which are is limited to the area where the communications tower and communications building are currently located on the property. This lease shall include the rights to enter and cross over the Fire District property to access the Communications Facility, subject to the security and access provisions below in Section 4 of this Agreement.

3.3 The County will make space available at the Communications Facility, inside the Communications building and on the communications tower for the City's and the Fire District's radio communications equipment, subject to approval by the County.

3.4 The City and the Fire District shall at their own expense conduct an interference analysis and present it to the County for review prior to implementing any equipment at the Communications Facility

3.5 The County shall allow the Fire District the planned frequencies that include 153.8900 MHz and 154.3550 MHz. If the Fire District uses frequencies other than these, the Fire District shall at its own expense conduct an interference analysis and present it to the County for review prior to implementing any equipment.

3.6 The County shall allow the City the planned frequencies that include 453.05 MHz and 458.05 MHz. If the City uses frequencies other than these, the City shall at its own expense conduct an interference analysis and present it to the County for review prior to implementing any equipment.

3.7 If interference to either or any Party's equipment is caused by any of the Party's equipment, the Party whose equipment is causing the interference shall immediately take measures to eliminate the interference within a reasonable time.

3.8 The County shall provide a 12' X 20' X 9' communications shelter and 100' communications tower at the Communications Facility. Space for the anticipated City and Fire District equipment shall occupy up to two (2) standard 19" racks, 36" deep, consisting of radio infrastructure, antenna combining and other associated equipment at no charge.

3.9 The tower at the Communications Facility is designed for the current loading of antennas associated cabling and mounting equipment. The City and the Fire District shall provide a structural analysis prior to installation of any additional tower equipment. Tower loading shall meet the current County tower requirements. If additional structural reinforcement is required for City or Fire District equipment, the City or the Fire District shall, at its own expense, reinforce the tower to meet such requirements prior to installation of any antenna equipment.

3.10 The City agrees to install and maintain a 200 amp AC service to the County communications building at the Communications Facility.

3.11 The City agrees to pay all cost related to permits, as built drawing and any other cost needed to allow the Communications Facility to be installed site.

3.12 The County's investment in the Communications Facility shall be depreciated at a rate of 4% per year for the 25 year Term of the Agreement. At the conclusion of the Term of this Agreement, the County may transfer the Communications Facility to the Fire District and if so transferred shall become the property of the Fire District. The County agrees to execute any documents necessary to accomplish the transfer. If the communications tower and the communications building are so transferred, the Fire District shall be responsible for the obligations of the County under the Agreement for the remainder of any Term or renewal. Should the Agreement be terminated prior to the end of the 25 year term, the Fire District will have the first option of purchasing the Communication Facility for the undepreciated amount of the County investment. The City shall have the second option of purchasing the Communications Facility for the same amount. Should neither the Fire District nor the City choose to exercise their option, the County may remove the Communication Facility.

3.13 The County agrees to provide to the Communications Facility, for the joint use of the parties, additional equipment as funding allows, such as repeaters and radios; however, if the Fire District or the City desires any such equipment sooner, they may add such equipment to the Communications Facility at their own expense, upon the written consent of the County. Such consent will not be unreasonably withheld.

4. Security and Access.

Because of the nature of the public safety building and the sensitive nature of the Communications Facility, access to the Communications Facility must be controlled. The Fire District shall control access to the site by means of a security gate with limited access. The Fire District will issue a specialized gate access card to the Pierce County

Communications Department, which will allow the cardholder unrestricted access to the Communications Facility. The card will automatically log date and time of access. To the fullest extent practicable, however, the City and the County shall report to the Fire District Battalion Chief on duty or his or her designee to report any access to the Communication Facility prior to, or as soon as possible after, such access to ensure the greatest level of security.

5. Utilities.

The City shall have an electrical power user meter installed that will be sufficient to monitor the respective electrical usage of the Fire District, City, and County. Each Party shall be responsible to pay one-third of any electrical charges incurred by the Communication Tower as measured by the meter. Upon receipt of each electrical bill, the Fire District shall pay the electric bill and then invoice the City and the County, who shall reimburse the District within 30 days of receipt of invoice. The Fire District agrees to maintain the existing generator to supply backup electrical service to the Communications Facility.

6. General Provisions.

6.1 Amendments. This Agreement may be amended at any time by the mutual written consent of all Parties.

6.2 Termination. Any party may terminate this agreement upon three hundred and sixty (360) days written notice to the other parties.

6.3 Notices. Notices and other communications shall be transmitted in writing by U.S. Mail, postage prepaid, addressed to the parties as follows:

If to Pierce County, to:	Pierce County Department of Emergency Management Director 2501 S. 35 th St. Tacoma, WA 98409-7405
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If to City of University Place, to:	City of University Place Office of the City Manager 3715 Bridgeport Way W. University Place, WA 98466
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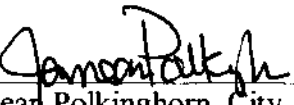
If to Pierce Fire District #3, to:	Pierce Fire District #3 University Place Fire Department 3631 74 th Ave. W., Suite B University Place, WA 98466
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CITY OF UNIVERSITY PLACE

Approved:

By  Date _____
Bob Jean, City Manager

Reviewed:

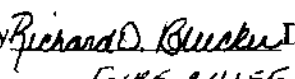
By  Date 1-24-06
Janean Polkinghorn, City Attorney

Attest:

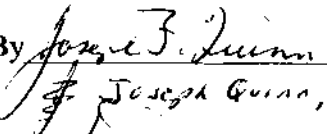
By  Date 1-24-06
Sarah Ortiz, City Clerk

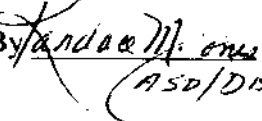
PIERCE FIRE DISTRICT #3

Approved:

By  Date Jan 30, 2006
FIRE CHIEF

Reviewed:

By  Date 1/30/06
Joseph Quinn, Fire Dist. Attorney

By  Date 1/30/06
ASD/DIST SECY