

FRANKLIN COUNTY RESOLUTION NO. 2012 136

BEFORE THE BOARD OF COMMISSIONERS, FRANKLIN COUNTY WASHINGTON

RE: INTERLOCAL AGREEMENT BETWEEN THE PORT OF PASCO AND FRANKLIN COUNTY BY AND FOR THE SHERIFF'S OFFICE

WHEREAS, pursuant to RCW 36.01.010 and RCW 36.32.120 the legislative authority of each county is authorized to enter into contracts on behalf of the county and have the care of county property and management of county funds and business and;

Whereas, the Board of County Commissioners constitutes the legislative authority of Franklin County and desires to enter into the attached agreement on being in the best interest of Franklin County;


NOW, THEREFORE, BE IT RESOLVED the Franklin County Board of Commissioners hereby approved the attached Inter-local Agreement between Franklin County and the Port of Pasco effective the date of signing until terminated pursuant to the terms of the agreement.

BE IT FURTHER RESOLVED the Franklin County Board of Commissioners hereby authorizes the Chairman to sign said agreement on behalf of the Board.

APPROVED this 18 day of April, 2012

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Chairman


Chairman Pro-Tem

Attest:


Clerk of the Board


Member

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PORT OF PASCO

2012 136

AFTER RECORDING
RETURN TO:
Dan F. Hultgrenn
P O Box 2368
Pasco, WA 99302

INTERLOCAL AGREEMENT BETWEEN
FRANKLIN COUNTY
AND
THE PORT OF PASCO

THIS AGREEMENT is made this 18 day of April, 2012, by and between the PORT OF PASCO, a municipal corporation hereinafter called "District", and FRANKLIN COUNTY, a political subdivision of the State of Washington, hereinafter called "County".

WHEREAS, the District has declared surplus a carport formerly used as shelter for individuals using the Tri-Cities Airport parking lot (the "Carport"); and

WHEREAS, the District desires to continue to utilize the existing firearms training range located east of Pasco on the Pasco-Kahlotus Highway (the "Firing Range") for training of its law enforcement officers; and

WHEREAS, the parties hereto have agreed to enter into an interlocal agreement pursuant to RCW 39.34 that transfers the Carport to the County in exchange for the District's use of the Firing Range in future years;

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.

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2. Transfer. The District grants, transfers and conveys unto the County the Carport. The District covenants, agrees and warrants that it owns the Carport and that the same is free from all liens and encumbrances and that it will defend the title to the Carport against all and every person or persons whomsoever, lawfully claiming the same or any part thereof.

3. Warranty. THE DISTRICT HEREIN MAKES NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, AND THE CARPORT IS TRANSFERRED "AS IS".

4. Use of Firing Range. The County grants the right to utilize the Firing Range to the Port of Pasco's law enforcement officers for official use for a period of ten (10) years, or until the County disposes of the Firing Range property, whichever occurs first.

5. Term. This Agreement shall be effective as hereinabove provided in Section 4, and shall remain in effect until terminated pursuant to the terms of this Agreement.

6. Ownership of Property. All real property interests and personal property used in the operation of the Firing Range shall be owned by the County. The financing of the operation of the Firing Range shall be the sole responsibility of the County and no special budget or funds are anticipated nor shall be required. 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. Upon termination of the Agreement the County shall retain ownership of the Firing Range, including the Carport.

7. General Indemnification. The District 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. Amendment or Waiver. This Agreement may not be modified or amended except by written instrument approved by resolution or ordinance duly adopted by the District 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.

13. 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 District: Port of Pasco
Attn: RON FORBES, AIRPORT MGR
P. O. Box 769
Pasco, WA 99301

To the County: Franklin County
Attn: Sheriff Richard Lathin
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.

14. Administrator. There is no separate legal entity established to conduct the cooperative undertaking. The administrator of this Agreement shall be the Port of Pasco Chief of Police.

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

Date: April 12, 2012

Port of Pasco

[Signature]
Commissioner

Commissioner

[Signature]
Commissioner

Date: April 18, 2012

Board of County Commissioners
of Franklin County

[Signature]
Chairman

[Signature]
Commissioner

[Signature]
Commissioner

Constituting the Board of County
Commissioners of Franklin County,
Washington

Attest:

[Signature]
Clerk of the Board

Approved as to form:

[Signature]
Chief Civil Deputy Prosecuting
Attorney