

**INTERLOCAL AGREEMENT
FOR THE PROCUREMENT, USE, AND MAINTENANCE OF RADIO EQUIPMENT**

THIS INTERLOCAL AGREEMENT is entered into this 12th day of JULY, 2012 by and between the Multi Agency Communications Center ("MACC"), an entity organized and operating pursuant to RCW 39.34, et. seq., and MOSES LAKE FIRE ("User"), a Washington municipal corporation. DEPT.

RECITALS:

WHEREAS, in 1995 Grant County and the cities, towns, fire districts, hospital districts, and miscellaneous service districts entered into an interlocal agreement to cooperatively establish, maintain, and operate a central communications Enhanced 911 center known as MACC; and

WHEREAS, all parties desire to upgrade the radio equipment used by MACC for emergency dispatch to and between the participating parties.

WHEREAS, this Agreement is formed to be consistent with the provisions and terms of that interlocal agreement and with the "Interlocal Cooperation Act" set forth in Chapter 39.34 of the Revised Code of Washington;

NOW, THEREFORE, IN CONSIDERATION of the promises and agreements herein, and subject to the terms and conditions hereinafter set forth, it is mutually understood and agreed by MACC and the User as follows:

1. **PURPOSE.** The purpose of this Agreement is to upgrade the radio equipment used to provide 911 dispatch services.

2. **OBLIGATIONS OF MACC.** MACC shall purchase all necessary radio equipment for the initial upgrade of the radio communication system and shall transfer ownership of the radio equipment to the User. A list of the Radio Equipment provided to the User and its current value is provided in Exhibit A attached hereto and incorporated herein. MACC shall purchase warranty coverage for the Radio Equipment and shall transfer the warranty to the User and execute any documentation required for the transfer to and use by the User pursuant to the terms of the warranty.

3. **OBLIGATIONS OF USER.** After ownership is transferred to the User, the User shall be responsible for the maintenance of the Radio Equipment. The User shall install the Radio Equipment at its own expense and shall use the Radio Equipment as its primary means of

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radio communications with MACC. Additional radio units may be purchased by the User at its own expense. After the transfer to the User, the User shall bear all risk of loss for the Radio Equipment, including but not limited to theft and damage. If at any time the User withdraws from the interlocal agreement establishing MACC, it shall return all Radio Equipment transferred to it by MACC.

4. **DURATION.** This agreement shall be effective on the date of its execution and shall remain in full force and effect indefinitely unless earlier terminated or modified as provided herein.

5. **MODIFICATION.** This Agreement may be modified by mutual written agreement of the parties.

6. **TERMINATION.** This Agreement shall only be terminated by the withdrawal or termination of the User from the interlocal agreement establishing MACC or by the dissolution of MACC.

7. **DISPUTES BETWEEN PARTIES.** Venue of any action arising out of this Agreement shall be in Grant County, Washington and the prevailing party shall be entitled to recover its reasonable costs and attorney's fees.

8. **FILING.** Pursuant to RCW 39.34.040, this Agreement shall be filed with the Grant County Auditor upon execution.

9. **AUTHORITY.** This Agreement shall be executed on behalf of each party by its authorized representative(s), and pursuant to the appropriate resolution or ordinance of each party.

IN WITNESS WHEREOF, the parties executed this Agreement the date first written above.

MACC

Mary Allen
Director

USER: City of Moses Lake

by: Jerry [Signature]
City Mgr

Exhibit 1
Moses Lake Fire Department

Item	Model Number	S/N	Quantity	Value - each	Value - extended
Portables					
Tait TP9155 portable radio	TP9155-K05B	Page 2	45	\$1,380.00	\$62,100.00
Single unit battery charger	TPA-CH-002-04	Page 2	28	\$123.75	\$3,465.00
Portable carry case	TPA-CA-203	N/A	45	\$33.75	\$1,518.75
Speaker/mic	TPA-AA-203	N/A	45	\$105.00	\$4,725.00
Vehicle chargers	TPA-CH-101	Page 3	32	\$315.00	\$10,080.00
SCBA Interface cables		N/A	19	\$209.21	\$3,974.99
Mobiles					
Tait TM9100 mobile radio-dash	TM9155H-K5B82	Page 3	15	\$2,190.00	\$32,850.00
External speaker	TMAA10-06	N/A	15	\$45.00	\$675.00
Antenna kit	BMAX8053	N/A	15	\$27.00	\$405.00
Tait TM9100 mobile radio-dual head	TM9155H-K5B82	Page 3	9	\$2,865.00	\$25,785.00
External speaker	TMAA10-06	N/A	9	\$45.00	\$405.00
Antenna kit	BMAX8053	N/A	9	\$27.00	\$243.00
ICRI & Cables - Motorola/Tait	500.9279	12156	1	\$4,725.78	\$4,725.78
Base power supply & antenna			0		
Total					\$150,952.52
Notes:					
Portable radios equipped with P25 trunking service, MDC SFE, Li-Ion battery and single unit charger, antenna, belt clip, and operator's guide					
Mobile radios equipped with power cable, control cable (remote), control head (remote), mounting bracket P25 trunking service, MDC SFE, and operator's guide					

Exhibit 1
Moses Lake Fire Department

Portable S/Ns	21172184	21170121	21170058	21170109	21170070
	21172189	21170113	21169682	21172156	21170500
	21172191	21170106	21170035	21172157	21170650
	21172192	21170105	21170043	21172162	21171150
	21172193	21170082	21170047	21172637	21171650
	21172194	21170102	21170048	21172642	
	21172195	21170104	21170049	21170093	
	21172634	21170491	21170056	21170108	
	21169634	21169631	21169629	21169628	
	21170066	21169632	21169630	21172653	
Charger S/Ns	21141429	21141718	21141747	21150231	21141753
	21141525	21141719	21141762	21150242	21141910
	21141529	21141721	21141754	21150248	21141943
	21141729	21141723	21141908	21150256	21141751
	21141740	21141724	21141949	21150017	
	21141743	21141732	21141907	21141948	
Battery S/Ns	21165338	21163350	21174062	21164817	21162488
	21162496	21164068	21164023	21162311	21162489
	21162497	21164067	21164024	21162508	21162532
	21162567	21164065	21164037	21163347	21162533
	21163344	21174064	21164038	21163348	21162540
	21163345	21163387	21164072	21163351	
	21163346	21163376	21164779	21162480	
	21163349	21161228	21164785	21162481	
	21164859	21164836	21164834	21164782	
	21164862	21164853	21164835	21162541	

Exhibit 1
Moses Lake Fire Department

Vehicular Charger S/Ns	21170628	21170819	21170614	21170328	21170627
	21173285	21170823	21170622	21170329	21170632
	21170606	21170824	21170623	21170624	21170633
	21170800	21173117	21173281	21170625	21170612
	21170803	21170607	21173284	21170630	
	21170818	21170608	21170613	21170631	
	21170621	21170619	21170618	21170617	
Mobile S/Ns	Dual Head Radios		Dash Radios		
	19963241	19965568	19965848	19962526	19962520
	19963700	19965571	19965851	19962532	19962525
	19964050	19965584	19965858	19962535	19962530
	19965546	19965562	19965864	19962548	19962533
	19965553		19965877	19965850	19962547
Control Head S/Ns	Dual Head		Dash		
	19962124	19962066	19961774	19961689	19961726
	19962135	19962068	19971776	19961959	19961860
	19962136	19962071	19961967	19962007	19962029
	19962139	19962075	19961970	19962128	19962035
	19962147		19961971	19962185	19962183