

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

THIS INTERLOCAL AGREEMENT is entered into this 11 day of December, 2012 by and between the Multi Agency Communications Center ("MACC"), an entity organized and operating pursuant to RCW 39.34, et. seq., and City of Electric City ("City"), a Washington municipal corporation.

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

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.

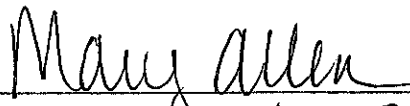
8. **FILING.** Pursuant to RCW 39.34.040, this Agreement shall be filed with the Grant County Auditor upon execution.

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.

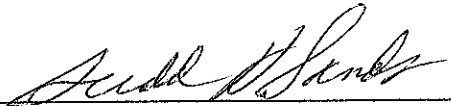
IN WITNESS WHEREOF, the parties executed this Agreement the date first written above.

MACC

USER: City of Electric City



Director 1-2-13



Gerald H. Sands, Mayor