

INTERLOCAL AGREEMENT BETWEEN FRANKLIN COUNTY AND BEN FRANKLIN TRANSIT FOR USE OF FRANKLIN COUNTY PARKING AREA

This Interlocal Agreement, hereinafter referred to as "Agreement," is entered into as of the 14th day of DEC, 2005, between Franklin County, a political subdivision, and Ben Franklin Transit, hereinafter referred to as "BFT."

This Agreement is entered into by Franklin County under the authority of RCW 36.32.120 and in conformity with Chapter 39.34 RCW, the Interlocal Cooperation Act.

To carry out the purposes of this Agreement and in consideration of the benefits to be received by each party it is agreed as follows:

Sec. 1. Purpose:

To allow for BFT riders to utilize the "Franklin County parking area" for the sole purpose of temporary vehicle parking while riding the BFT vehicles during BFT service periods.

Sec. 2. Parties:

The parties to this Agreement shall be Franklin County, a political subdivision, with its principal offices located at 1016 North 4th Avenue, Pasco, Washington and Ben Franklin Transit (BFT), with its principal offices located at 7109 West Okanogan Place, Kennewick, Washington.

Sec. 3. Term:

This Agreement shall be for an indefinite duration until notice of termination is given by either party whereupon this Agreement shall terminate per the terminate date specified in the notice of termination.

Sec. 4. Franklin County Agrees To:

- (a) Abide by all the terms and conditions of this Agreement.
- (b) To grant BFT and its riders conditional permission to enter and use the "Franklin County parking area" herein described and highlighted in Attachment "A" for the sole purpose of temporary vehicle parking while riding BFT vehicles during BFT service periods.
- (c) Agree to comply with all federal and state laws, all federal and state regulations, and all local laws, ordinances, and regulations regarding this Agreement and the use of the "Franklin County parking area."

Sec. 5. BFT Agrees To:

- (a) Abide by all the terms and conditions of this Agreement.
- (b) Release, hold harmless, defend, and indemnify Franklin County, and or any agent, servant, designee, or employee of Franklin County from any liability for damage or injury to BFT employees or vehicles, and/or BFT riders or rider vehicles, and/or BFT properties or BFT riders' properties, while on or utilizing the "Franklin County parking area," including any liability for damage or injury

to person, and/or vehicle, and/or property occurring as a result of accident; or intentional, or criminal, or negligent acts.

- (c) Agree on behalf of BFT and BFT riders, to defend, indemnify, and otherwise hold harmless Franklin County, and or any agent, servant, designee, or employee of Franklin County in any and all actions brought in law or equity which may be brought against them for damage or injury to any person, and/or vehicle, and/or property which may arise out of conduct, allegedly performed by BFT, or its agents, servants, employees, or any other persons or third-parties, including BFT riders, be it intentional or negligent, grossly negligent or willful, wanton or reckless, arising out of the aforementioned permission to enter and use the "Franklin County parking area."
- (d) AGREE THAT BFT HAS BEEN ADVISED THAT INHERENTLY DANGEROUS CONDITIONS MAY EXIST ON AND IN THE "FRANKLIN COUNTY PARKING AREA" WITHOUT KNOWLEDGE TO FRANKLIN COUNTY, DUE TO OBSERVABLE CONDITIONS, UNOBSERVABLE CONDITIONS, KNOWN CONDITIONS, UNKNOWN CONDITIONS, AND UNPREDICTICABLE EVENTS INCLUDING, BUT NOT LIMITED TO WEATHER CONDITIONS, FORCE MAJEURE CONDITIONS, OR EMERGENCIES.
- (e) Agree that Franklin County, at any time, can orally or in writing request removal of BFT and BFT rider parked vehicles from the "Franklin County parking area," whereby removal shall occur within twenty-four (24) hours or as otherwise specified, unless in the event of an emergency whereby removal of the vehicle shall occur immediately. BFT agrees that failure to remove BFT and BFT rider parked vehicles per the terms of this Agreement shall result in Franklin County removing all parked vehicles, whereupon BFT shall be responsible for all costs, fees, and damages incurred by Franklin County for the removal.
- (f) Agree that Franklin County, at any time, can designate an alternative parking area to be used by BFT and BFT riders to fulfill the terms of this Agreement at no cost, expense, or liability to Franklin County.
- (g) Agree BFT's or BFT riders' use of the "Franklin County parking area" will result in no right to claim ownership in such property at any time, including through adverse possession or any other claims or causes of action.
- (h) Agree the maximum number of vehicles that may be parked in the "Franklin County parking area," shall not exceed the number of designated parking stalls in the "Franklin County parking area," or as otherwise specified by Franklin County in writing.
- (i) Agree to comply with all federal and state laws, all federal and state regulations, and all local laws, ordinances, and regulations regarding this Agreement and the use of the "Franklin County parking area."

Sec. 6. Mutual Cooperation:

All parties to this Agreement agree to provide mutual cooperation and make good faith efforts to assist one another in fulfilling the terms of this Agreement.

Sec. 7. No Property Acquisition or Joint Financing: This Agreement does not provide for the acquisition, holding, or disposal of property. Nor does this Agreement contemplate the financing of any joint or cooperative undertaking. There shall be no budget maintained for any joint or cooperative undertaking pursuant to this Agreement.

Sec. 8. Termination: Notwithstanding any other provision of this Agreement, any party may terminate this Agreement anytime upon ten (10) days written notice of intent to terminate, with the termination to become effective upon expiration of the ten (10) day notice period. Such notice of termination shall be by appropriate action of the elected governing body or their designated representative of the terminating party and shall be provided to all parties subject to this Agreement.

Sec. 9. Notice: Any formal notice or communication to be given under this Agreement shall be deemed properly given, if personally delivered, or if mailed postage prepaid and addressed:

To: Franklin County
Attn: County Administrator
1016 North 4th Avenue
Pasco, WA 99301

To: Ben Franklin Transit
Attn: General Manager
1000 Columbia Park Trail
Richland, WA 99352

Sec. 10. Independent Contractors: The parties and their employees or agents performing under this Agreement are not deemed to be employees, officers, or agents of the other parties to this Agreement and shall be considered independent contractors.

Sec. 11. Record Keeping: All parties to this Agreement shall maintain books, records, documents, and other evidence that properly reflect all obligations related to the performance of this Agreement. These records shall be subject at all reasonable times to review and audit by the parties to this Agreement, the Office of the Washington State Auditor, and other officials so authorized by law and shall be kept by the parties for six (6) years following termination of this Agreement.

Sec. 12. Non-Discrimination: All parties to this Agreement certify that they are equal opportunity employers.

Sec. 13. Liability: Each party to this Agreement shall assume the risk of, be liable for, and pay all damage, loss, cost and expense of its officers, officials, and employees arising out of non-performance of any duty specified in this Agreement.

Sec. 14. No Third-Party Beneficiaries: The parties to this Agreement do not intend by this Agreement to assume any contractual obligations to anyone other than the parties to this Agreement and do not intend that there be any third-party beneficiaries, unless otherwise specified in this Agreement.

Sec. 15. Assignment: No parties to this Agreement shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other parties.

Sec. 16. Amendments or Modifications: This Agreement may be amended, altered, or changed in any manner by the mutual written consent of all parties.

Sec. 17. Waiver: No waiver by any party of any term or condition of this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or a different provision of this Agreement.

Sec. 20. Severability: If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the remaining provisions shall continue in full force and effect.

Sec. 21. Administrator Designee For This Interlocal Cooperation Agreement: The Board of Franklin County Commissioners is designated as the administrator responsible for overseeing and administering this Agreement which provides for a joint and cooperative undertaking.

Sec. 22. Filing: Copies of this Agreement, together with the resolutions of all the parties' governing bodies' approval and ratification of this Agreement, shall be filed with the Franklin County Auditor and the Secretary of the State of Washington after execution of this Agreement by all parties.

Sec. 23. Effective: This Agreement shall become effective upon approval by the parties and recording with the Franklin County Auditor.

(Attachment "A" Record Survey Section 15, Township 9 North, Range 29 East, W.M. Franklin County, Washington).

BEN FRANKLIN TRANSIT

By: 

Tim Fredrickson
General Manager

BOARD OF COUNTY COMMISSIONERS
Franklin County, Washington



Frank H. Brock, Chairman



Neva J. Corkrum, Chair Pro Tem



Robert E. Koch, Commissioner

ATTEST BY:

Mary Withers
Clerk of the Board

APPROVED AS TO FORM:

STEVE M. LOWE, #14670\#91039
Prosecuting Attorney for
Franklin County

by:

REVP
Ryan E. Verhulp
Deputy Prosecuting Attorney

df

RECORD SURVEY

LOCATED IN A PORTION OF SECTION 15,
TOWNSHIP 9 NORTH, RANGE 29 EAST, W.M.
FRANKLIN COUNTY, WASHINGTON

LEGAL DESCRIPTIONS

SEE SHEET 2 OF 2

NOTES:

1. BASIS OF BEARING IS A RECORD SURVEY AS SHOWN IN VOLUME 2, PAGE 38, RECORDS OF FRANKLIN COUNTY, WASHINGTON.
2. (M) = MEASURED (R) = RECORD (C) = COMPUTED
3. O = DENOTES SET 5/8"x24" REBAR WITH YELLOW PLASTIC CAP STAMPED "RSI-JAB 21384".
4. * = DENOTES FOUND ROGERS SURVEYING 5/8" REBAR W/CAP UNLESS NOTED OTHERWISE.
5. EQUIPMENT AND PROCEDURES USED: LIETZ SET 3 TOTAL STATION; CLOSED TRAVERSE AND RADIAL SURVEY METHODS UTILIZED.

CITY OF PASCO

SURVEYOR'S CERTIFICATION

I, JOHN A. BAALMAN, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF WASHINGTON, (REG. #21584) HEREBY CERTIFY THAT THIS MAP CORRECTLY REPRESENTS A SURVEY CONDUCTED UNDER MY DIRECT SUPERVISION IN MARCH 2003, IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT, CHAPTER 50, LAWS OF 1973, AT THE REQUEST OF THE CITY OF PASCO.



DATE 3-20-03

FND B.O.F. R. 3-1/2" B.C.
T.P. 1133
DATE VISITED JULY 1995

200 100 0 200 400 600
SCALE IN FEET

RSI ROGERS SURVEYING INC.
803 COLUMBIA PARK TRAIL
RICHLAND, WA. 99352
PHONE (509) 827-6668
FAX: (509) 827-2994
www.rogerssurveying.com

AUDITOR'S CERTIFICATION

FILED FOR RECORD THIS 20TH DAY OF MARCH, 2003 A.D., AT 12 MINUTES PAST 2 P.M. AND RECORDED IN VOLUME 2 OF SURVEYS.

PAGE 767, AT THE REQUEST OF THE CITY OF PASCO.

Thomas H. Lenz
FRANKLIN COUNTY AUDITOR

1621433
Page: 1 of 2
62/28/2003 02:12P
88.98 Franklin Co. WA

D. J. Lenz
BY DEPUTY

REV: J-20-03

CLIENT	CITY OF PASCO	JOB	7003
PROJECT	BOUNDARY LINE ADJUSTMENT LOTS 2 & 6, BSP 2001-05		
DRAWN BY	BPJ	SCALE	1" = 200'
APPROVED	JAB	DATE	2-28-03
F. B. NO.	HOME	SOPROJ	32387
FILE	7003.DWG		
SHEET	1	OF	2

RECORD SURVEY

LOCATED IN A PORTION OF SECTION 15,
TOWNSHIP 9 NORTH, RANGE 29 EAST, W.M.,
FRANKLIN COUNTY, WASHINGTON

RECORD LEGAL DESCRIPTION LOT 2

A PARCEL OF LAND SITUATED IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 9 NORTH, RANGE 29 EAST, W.M., FRANKLIN COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE S.88°21'34"E. ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER, 1430.01 FEET; THENCE S.01°27'09"W. 54.00 FEET TO THE SOUTHERLY RIGHT OF WAY MARGIN OF BURDEN BOULEVARD; THENCE N.88°21'34"W. ALONG SAID SOUTHERLY RIGHT OF WAY MARGIN A DISTANCE OF 34.92 FEET TO A POINT OF CURVE AND THE TRUE POINT OF BEGINNING; THENCE ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 89°48'43" (CHORD BEARS S.43°27'12"E. 33.50 FEET) A RADIUS OF 25.00 FEET AND AN ARC DISTANCE OF 39.19 FEET TO A POINT ON THE WESTERLY MARGIN OF HOME RUN ROAD; THENCE S.01°27'09"W. ALONG SAID WESTERLY MARGIN 898.50 FEET TO A POINT OF CURVE; THENCE ALONG A CURVE TO THE RIGHT MAKING A CENTRAL ANGLE OF 90°11'17" A RADIUS OF 150.00 FEET AND AN ARC DISTANCE OF 236.11 FEET TO A POINT OF TANGENT; THENCE N.88°21'34"W. 266.78 FEET; THENCE N.01°34'28"E. 239.73 FEET; THENCE N.88°23'00"W. 545.48 FEET; THENCE S.01°34'28"W. 239.50 FEET; THENCE N.88°21'34"W. 575.35 FEET TO A POINT OF CURVE; THENCE ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 90°00'00" A RADIUS OF 15.00 FEET AND AN ARC DISTANCE OF 39.27 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY MARGIN OF CONVENTION PLACE; THENCE N.01°35'28"E. ALONG SAID EASTERLY RIGHT OF WAY MARGIN 811.06 FEET TO A POINT OF CURVE; THENCE ALONG A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 90°00'00" A RADIUS OF 15.00 FEET AND AN ARC DISTANCE OF 34.93 FEET TO A POINT OF TANGENT AND BEING ON SAID SOUTHERLY MARGIN OF BURDEN BOULEVARD; THENCE S.88°21'34"E. ALONG SAID SOUTHERLY MARGIN A DISTANCE OF 1500.29 FEET TO THE TRUE POINT OF BEGINNING.

SUBJECT TO EASEMENTS, RESERVATIONS AND RESTRICTIONS OF RECORD.

CONTAINING 28.10 ACRES OR 1,224,985 SQUARE FEET

NEW LEGAL DESCRIPTION LOT 2

REAL PROPERTY LOCATED IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 9 NORTH, RANGE 29 EAST OF THE WILLAMETTE MERIDIAN, FRANKLIN COUNTY, WASHINGTON MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 15; THENCE SOUTH 89°21'34" EAST, 1830.01 FEET ALONG THE NORTH LINE OF SAID SECTION; THENCE SOUTH 1°27'09" WEST, 58.00 FEET TO A POINT ON THE SOUTHERLY MARGIN OF BURDEN BOULEVARD; THENCE NORTH 88°21'34" WEST, 54.92 FEET ALONG SAID SOUTHERLY MARGIN TO THE BEGINNING OF A 25.00 FEET RADIUS CURVE (RADIUS POINT BEARS SOUTH 1°38'24" WEST) AND THE TRUE POINT OF BEGINNING.

THENCE SOUTHEASTERLY, 39.19 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 89°48'43" (CHORD BEARS SOUTH 43°27'12" EAST, 33.50 FEET) TO A POINT ON THE WESTERLY MARGIN OF HOME RUN ROAD; THENCE SOUTH 1°27'09" WEST, 898.50 FEET ALONG SAID WESTERLY MARGIN TO THE BEGINNING OF A 150.00 FEET RADIUS CURVE CONCAVE TO THE NORTHWEST; THENCE SOUTHWESTERLY, 236.11 FEET ALONG THE WESTERLY AND NORTHERLY MARGIN OF SAID HOME RUN ROAD AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°11'17" THENCE NORTH 88°21'34" WEST, 879.56 FEET ALONG SAID NORTHERLY MARGIN; THENCE NORTH 1°40'14" EAST, 207.92 FEET; THENCE NORTH 88°19'48" WEST, 733.32 FEET TO A POINT ON THE EAST MARGIN OF CONVENTION PLACE; THENCE NORTH 1°50'21" EAST, 627.70 FEET ALONG SAID EAST MARGIN TO THE BEGINNING OF A 35.00 FEET RADIUS CURVE CONCAVE TO THE SOUTHEAST; THENCE NORTHEASTERLY, 54.93 FEET ALONG SAID EAST MARGIN AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" TO A POINT ON THE SOUTHERLY MARGIN OF SAID BURDEN BOULEVARD; THENCE SOUTH 88°21'34" EAST, 1500.29 FEET ALONG SAID MARGIN TO THE TRUE POINT OF BEGINNING.

CONTAINS 27.60 ACRES.

RECORD LEGAL DESCRIPTION LOT 6

A PARCEL OF LAND SITUATED IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 9 NORTH, RANGE 29 EAST, W.M., FRANKLIN COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE S.01°27'09"W. ALONG THE WEST LINE OF SAID NORTHWEST QUARTER A DISTANCE OF 890.77 FEET; THENCE S.88°23'00"E. A DISTANCE OF 636.07 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING S.88°23'00"E. A DISTANCE OF 545.48 FEET; THENCE S.01°34'28"W. A DISTANCE OF 239.73 FEET; THENCE N.88°21'34"W. A DISTANCE OF 545.48 FEET; THENCE N.01°34'28"E. A DISTANCE OF 239.50 FEET TO THE TRUE POINT OF BEGINNING.

SUBJECT TO RESTRICTIONS, RESERVATIONS AND EASEMENTS OF RECORD.

CONTAINING 8.0 ACRES OR 130,898 SQUARE FEET

NEW LEGAL DESCRIPTION LOT 6

REAL PROPERTY LOCATED IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 9 NORTH, RANGE 29 EAST OF THE WILLAMETTE MERIDIAN, FRANKLIN COUNTY, WASHINGTON MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 15; THENCE SOUTH 1°27'09" WEST, 721.68 FEET ALONG THE WEST LINE OF SAID NORTHWEST QUARTER; THENCE SOUTH 88°19'48" EAST, 37.82 FEET TO A POINT ON THE EAST MARGIN OF CONVENTION PLACE AND THE TRUE POINT OF BEGINNING.

THENCE SOUTH 88°19'46" EAST, 733.32 FEET; THENCE SOUTH 1°40'14" WEST, 207.92 FEET TO A POINT ON THE NORTH MARGIN OF HOME RUN ROAD; THENCE NORTH 88°21'34" WEST, 708.21 FEET ALONG SAID NORTH MARGIN TO THE BEGINNING OF A 25.00 FEET RADIUS CURVE CONCAVE TO THE NORTHEAST; THENCE NORTHWESTERLY, 39.27 FEET ALONG SAID NORTH MARGIN AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" TO A POINT ON THE EAST MARGIN OF CONVENTION PLACE; THENCE NORTH 1°38'24" EAST, 183.31 FEET ALONG SAID EAST MARGIN TO THE TRUE POINT OF BEGINNING.

CONTAINS 3.80 ACRES.

SURVEYOR'S CERTIFICATION

I, JOHN A. BAALMAN, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF WASHINGTON, (REG.#21584) HEREBY CERTIFY THAT THIS MAP CORRECTLY REPRESENTS A SURVEY CONDUCTED UNDER MY DIRECT SUPERVISION IN MARCH 2003, IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT, CHAPTER 50, LAWS OF 1973, AT THE REQUEST OF THE CITY OF PASCO.



DATE 3-20-03

AUDITOR'S CERTIFICATION

FILED FOR RECORD THIS 25th DAY OF MARCH, 2003 A.D. AT 12

MINUTES PAST 2 P.M. AND RECORDED IN VOLUME 2 OF SURVEYS.

PAGE 767 AT THE REQUEST OF THE CITY OF PASCO.

James H. Schubert
FRANKLIN COUNTY AUDITOR
Shubert
BY DEPUTY

1621433
63/23/2003 02:10P
FRANKLIN Co, WA

REV. 3-20-03

		CLIENT		CITY OF PASCO		JOB	
		PROJECT		BOUNDARY LINE ADJUSTMENT		7003	
805 COLUMBIA PARK TRAIL RICELAND, WA 98255 PHONE (509) 827-8888 FAX: (509) 827-2994 www.rogerssurveying.com		DRN. BY	BPJ	SCALE	1" = 200'	F. & M. NO.	MONI
		APPROVED	JAB	DATE	3-28-03	FILE	7003.DWG
						SHEET	2

FRANKLIN COUNTY RESOLUTION NO. 2005 534

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY,
WASHINGTON

**RE: INTERLOCAL AGREEMENT BETWEEN FRANKLIN COUNTY AND
BEN FRANKLIN TRANSIT FOR THE USE OF FRANKLIN COUNTY
PARKING AREA**

WHEREAS, Ben Franklin Transit (BFT) requested authorization for their riders to utilize the "Franklin County parking area" for the sole purpose of temporary vehicle parking while riding the BFT vehicles during BFT service periods; and

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 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 between Franklin County and Ben Franklin Transit for the use of Franklin County parking area.

APPROVED this 14th day of December 2005.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON



Frank H. Brock, Chair



Neva J. Corkrum, Chair Pro Tem

Attest:



Clerk to the Board



Robert E. Koch, Member

Originals:

Auditor
Minutes

Ben Franklin Transit

cc:

Accounting
Prosecutor's Office