

**INTERLOCAL AGREEMENT FOR
INSTALLATION OF COMMUNICATIONS INFRASTRUCTURE AND EQUIPMENT**

THIS AGREEMENT is made and entered into this 13rd day of September, 2025 between Grays Harbor Communications Center, an Interlocal governmental entity of the State of Washington, hereinafter referred to as the "GHCC", and the City of McCleary, hereinafter referred to as "City", for the purpose of installing communications infrastructure within the City.

WHEREAS, it is mutually beneficial and desirable for the parties to enter into this agreement; and

WHEREAS, the public interest will be served by the installation of communication infrastructure owned by GHCC within the City's property and portions of the infrastructure will benefit public safety and improve emergency services communications within the City and the surrounding areas;

NOW THEREFORE, in consideration of the terms, conditions, and covenants contained herein and the mutual benefits conveyed, the parties hereto agree as follows:

USE PERMIT. GHCC shall be granted a revocable use permit to access, install and operate communication infrastructure. The infrastructure will be housed within the perimeter of the city's Water Tank Facility, 522 East Oak Street, McCleary, WA 98557. A map of the area included in this agreement is attached as exhibit A. This agreement allows the GHCC to construct security measures, a communications tower, equipment shelter, backup generator, generator fuel storage, and associated equipment necessary for operation.

- 1. TERM OF PERMIT.** The parties agree that the permit granted by this interlocal agreement shall be in effect from the date this Agreement is fully executed and shall remain in effect for 20 years (initial term) at which time it shall automatically renew for two subsequent 10-year terms (extension terms) unless terminated pursuant to the terms of this Agreement.

TERMINATION. This Agreement may be terminated by either party, for any reason, with or without cause with 60 months' notice.

- 2. COMPENSATION.** The City shall not charge GHCC for use of City's land. GHCC shall provide the city reasonable space within the equipment shelter for the city's existing telecommunication equipment in use at the water reservoir and provide sufficient reasonable power for such equipment. The City will coordinate with the GHCC technical representative the city's needs and type of equipment desired prior to beginning installation within the GHCC facilities. The GHCC may decline installation of City equipment that may or will interfere with or degrade the GHCC's systems. All City equipment must be FCC certified and licensed if applicable.
- 3. COMPLIANCE WITH LAWS.** GHCC and City, in performance of this Agreement, agree to comply with all applicable Federal, State and local laws or ordinances, including Federal and State nondiscrimination statutes and regulations, standards for licensing, certification and operation of facilities, programs, and accreditation, and licensing of individuals and any other standards or criteria as described in this Agreement to assure quality of services.
- 4. RECORD KEEPING.** The Parties agree to maintain all records related to this ILA as required

by any statutes or regulations. The Parties agree to cooperate in responding to public records requests that seek the production or release of any public records. Either party or its authorized representatives shall have access, during normal working hours, to any books, documents, papers, or records in the possession of the other party which directly relate to this Agreement, except those documents which are exempt from public disclosure as a matter of law.

5. **GOVERNING LAW.** This Agreement is made under and shall be governed by the laws of the State of Washington.
6. **JURISDICTION AND VENUE.** Venue of any suit between the parties arising out of this Agreement shall be Grays Harbor County Superior Court.
7. **RECORDING.** In compliance with RCW 39.34.040, this Agreement shall be recorded in the office of the Gray's Harbor County Auditor or, at the option of the Parties, posted electronically on the Parties' website.
8. **CHAPTER 39.34 PROVISIONS.** It is not intended that a separate legal entity be established to conduct this cooperative undertaking. No special budget or funds are anticipated, nor shall any be created by this Agreement. The parties are each responsible for their own finances in connection with this Agreement, and nothing in this Agreement shall be deemed or construed otherwise.
9. **INDEMNIFICATION AND HOLD HARMLESS.** All services to be rendered or performed under this Agreement will be performed or rendered entirely at each party's own risk and each party expressly agrees to indemnify and hold harmless the other party and all of its officers, agents, employees, or otherwise, from any and all liability, loss or damage that it may suffer as a result of claims, demands, actions, or damages to any and all persons or property, cost or judgments against the other party which result from arise out of, or are in any way connected with the services to be performed by it under this Agreement. Except in those situations where the liability, loss or damage is caused by the sole negligence of one of the parties, which solely negligent party then agree to indemnify, defend and hold the other party harmless.
10. **NOTICE.** Any official notice that either party hereto desires to give the other shall be deemed delivered upon deposit thereof in the United States mail by certified mail, return receipt requested; with postage thereon fully prepaid, addressed as follows:

CITY OF MCCLEARY
ATT: Administration
100 South 3rd Street
McCleary, WA 98557

GRAYS HARBOR COMMUNICATIONS
PO Box 1845
Aberdeen, WA 98520

Either party may change the above addresses by giving written notice to the other.

11. ENTIRE AGREEMENT. The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both parties.

Dated: 9/23/2025

GRAYS HARBOR COMMUNICATIONS

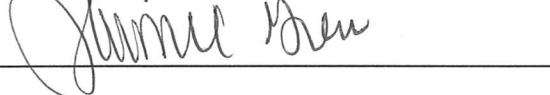


Vickie Raines, GH911 Administrative Board Chair

THE CITY OF MCCLEARY

Chris Miller, Mayor

Attest:



Jaimie Green, GH911 Executive Director