

**Inter-local Agreement between Skamania County and
Skamania County Emergency Services Agencies**

This agreement, made and entered into this _____ day of _____, by and between Skamania County, Washington a political subdivision of the State of Washington, hereinafter referred to as the “County” and Skamania County (“County”), Skamania County Fire District # 1 (FD # 1), Skamania County Fire District # 2, Skamania County Fire District # 3, Skamania County Fire District # 4, Skamania County Fire District # 5, City of North Bonneville, City of Stevenson, and Skamania County Public Hospital District , hereinafter referred to as the “Agencies”;

WITNESS: in consideration of their mutual promises pursuant to the Interlocal Cooperation Act (RCW 39.34), all of the parties mutually agree as follows:

1. JOINT POWERS

Any powers, privileges, and/or authority relating to the establishment, use and/or maintenance of an emergency services radio frequency of any party to this agreement may be exercised by any of the other parties to this agreement.

2. USER’S BOARD

Within sixty (60) days of the execution of this agreement, each and every contracting agency shall appoint one representative to serve on an emergency services radio frequency user’s board (“Users Board”). The purposes of this “User’s Board” is to set standards, controls, and protocols regulating the use of emergency services radio frequency. The “User’s Board” shall also be exclusively responsible to authorize agencies and individuals to use the emergency services radio frequency. Within one hundred twenty (120) days of the execution of this agreement, the “User’s Board” shall conduct a meeting to establish rules and regulations regarding the use and maintenance of the emergency services radio frequency. The “User’s Board” shall then meet no less than once a year to monitor the use of the radio frequency. Any member of the “User’s Board” may, upon ten (10) days’ notice, request a meeting of the “User’s Board”. No agency or individual may use the emergency services radio frequency without approval of the “User’s Board”.

3. FINANCIAL OBLIGATIONS

The County shall be responsible to contract radio maintenance services and maintain operations at all mountain top repeater sites and the dispatch console at the Sheriff's Office. Rates are established and adjusted each year to cover the cost of normal operations and maintenance. Information on rates will be provided to the Agencies by November of each year.

Annual operating costs will be split equally between the Sheriff's frequency, County Road's frequency and the Agencies frequency. Major repairs that enhance or extend the life of the infrastructure will be distributed over a 6-year period by the same method.

In addition, the Agencies will be responsible for 15% of the total annual cost of the contracted services associated with covered repairs for the repeater sites and dispatch console.

Infrastructure replacement costs for repeater sites and dispatch console are fixed and set on a 20-year replacement program. Funds in this account shall be used exclusively for the purpose or infrastructure replacement. A sub-fund within Infrastructure Replacement (5010.201) will be created to identify the Agencies contributions. Expenditures out of this sub-fund shall be approved by the Agencies before the ER&R Division can utilize these funds for their intended purpose. In the event this sub-fund is cancelled, all proceeds within that fund will be distributed back to the Agencies in the same manner it was received.

The Agencies shall be responsible to acquire, maintain and/or service their respective communication equipment (mobile, portables or pagers) necessary to use the emergency service radio frequency and are not part of this agreement.

Not later than April 1 in each year of the agreement, the County shall submit to FD # 1 a detailed invoice showing annual maintenance and infrastructure replacement costs. Thereafter, FD # 1 shall submit copy with proportional shares due to each agency participating in this agreement. FD # 1 may, at their discretion, elect to charge a nominal administrative fee to cover costs of distributing and collecting the annual costs. Any administrative fee charged shall be distributed equally among the participating agencies and shall not exceed one-hundred dollars total.

4. FCC LICENSE

FD #1 holds the license from the FCC to establish and maintain an emergency services radio frequency in Skamania County. FD #1 shall continue to be responsible to maintain and renew, as necessary, the FCC license. These records shall be maintained as public records accessible to the other contracting agencies. FD #1 will not terminate or fail to renew the FCC license without providing the other contracting agencies ninety (90) days written notice.

5. DURATION OF AGREEMENT

The term of the agreement shall be four years from the date signed by the Skamania County Board of County Commissioners and may be extended for three additional four year terms if the agreement remains the same. The Radio Users Group shall procure all required signatures from the Agencies and present the renewal request to the County.

Any contracting agency wishing to terminate its participation in this agreement must give all of the other parties sixty (60) days written notice. A contracting agency's decision to terminate its

participation in this agreement will not otherwise affect this agreement and it will remain in full force and effect.

6. LIABILITY RELATIONSHIP

The parties agree that each party is an independent public agency. This agreement shall not be construed to create an employer/employee relationship or principle agency between the parties. None of the contracting agencies are subject to the supervision or control of any other public agency.

Each party agrees to defend, protect and hold the other parties, their officials, employees and agents, harmless from any and all claims, demands, and causes of action of any kind or character, arising out of any party's fault with respect to the subject matter of this agreement or any services rendered pursuant to this agreement.

7. ADDITIONAL PARTIES

At any time, an individual or public agency may petition the "User's Board" to become a member of this agreement. New members can be added to this agreement upon a majority vote of the "User's Board."

8. EXECUTION

This agreement or amendments hereto, shall be executed on behalf of each contracting agency by its duly authorized representative and pursuant to an appropriate motion, resolution and/or ordinance of each contracting agency. This agreement or any amendment thereto, shall be deemed adopted on the date of execution by the last authorized representative. This agreement can only be modified by mutual written agreement of all parties involved and replaces the current 2002 agreement.

9. MERGER

This instrument contains the entire agreement between the parties, and no statements, promises, or inducements made by any party, or agent or agent of any party, that are not contained in this written agreement shall be valid or binding.

10. INTERLOCAL AGREEMENT REPRESENTATIONS

This is an interlocal agreement pursuant to RCW 39.34 and the parties make the following representations:

- a. Duration. This AGREEMENT shall terminate four years from the date of execution or sooner as provided in paragraph 5, above.
- b. Organization. No new entity will be created to administer this agreement.
- c. Purpose. The purpose is to enable Skamania County to contract with area emergency services to share communications costs and user needs for emergency communications.

- d. Manner of Financing. The parties intend to finance this agreement in cash as part of their general funds budgets.
- e. Termination of Agreement. The parties shall have the right to terminate this agreement as provided in paragraph 5, above.
- f. Other. All terms are covered by this Agreement. No additional terms are contemplated.
- g. Selection of Administrator. Skamania County Public Works shall be the Administrator for this Interlocal Agreement.
- h. Filing. Prior to its entry into force, this agreement shall be filed with the Skamania County Auditor or, alternatively, listed by subject on a public agency's web site or other electronically retrievable public source.

This agreement shall become effective on the _____ day of _____, 2023.

ATTEST:

**SKAMANIA COUNTY
BOARD OF COMMISSIONERS**

Chair

Clerk of the Board

Commissioner

Commissioner

Approved as to form only:

Skamania County Prosecuting Attorney

ADDITIONAL SIGNATURE PAGES FOLLOW

ATTEST:

SKAMANIA COUNTY

FIRE DISTRICT # 1

Chair

Commissioner

Commissioner

Date Signed: _____

Secretary

ATTEST:

**SKAMANIA COUNTY
FIRE DISTRICT # 2**

Chair

Secretary

Commissioner

Commissioner

Date Signed: _____

ATTEST:

**SKAMANIA COUNTY
FIRE DISTRICT # 3**

Chair

Secretary

Commissioner

Commissioner

Date Signed: _____

ATTEST:

**SKAMANIA COUNTY
FIRE DISTRICT # 4**

Chair

Secretary

Commissioner

Commissioner

Date Signed: _____

ATTEST:

**SKAMANIA COUNTY
FIRE DISTRICT # 5**

Chair

Secretary

Commissioner

Commissioner

Date Signed: _____

ATTEST:

CITY OF STEVENSON

Mayor

Legal Counsel, City of Stevenson

Clerk of the Board

Date Signed: _____

ATTEST:

CITY OF NORTH BONNEVILLE

Mayor

Legal Counsel, City of North Bonneville

Clerk of the Board

Fire Chief

Date Signed: _____

ATTEST:

**SKAMANIA COUNTY
PUBLIC HOSPITAL DISTRICT**

Chair

Superintendent

Commissioner

Commissioner

Date Signed: _____