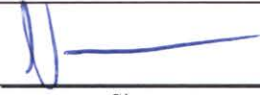


COMMISSIONER'S AGENDA ITEM COMMENTARY

<b><u>SUBMITTED BY</u></b>	Public Works Department	
<b><u>AGENDA DATE</u></b>	1/30/2024	Signature
<b><u>SUBJECT</u></b>	Inter-Local Agreement	
<b><u>ACTION REQUESTED</u></b>	Approve Inter-Local Agreement with Skamania County PUD	

**SUMMARY/BACKGROUND**

Skamania County Public Works has been requested to allow the use of radio infrastructure to boost the Skamania County PUD radio system. The shared spaces would not impact our current radio operations by adding their equipment. This partnership would allow for potential future infrastructure improvements to be a shared cost with all users including the PUD.

**FISCAL IMPACT**

This Inter-Local will lower some regular County costs associated with the radio maintenance by spreading the cost to another user.

**RECOMMENDATION**

I would recommend the board approve this agreement.

LIST ATTACHMENTS

Inter-Local Agreement



**INTERLOCAL AGREEMENT FOR RADIO INFRASTRUCTURE SERVICES  
BETWEEN THE SKAMANIA COUNTY PUBLIC UTILITY DISTRICT AND SKAMANIA COUNTY**

THIS AGREEMENT is entered into between the Skamania County Public Utility District (**District**) and Skamania County (**County**) for the purposes hereinafter mentioned.

**Witness:** It is Hereby covenanted and agreed as follows:

The District desires to contract with the County to provide Radio Infrastructure use and maintenance related to shared radio locations, and; The County, by and through, its Public Works Division, can and is capable of providing access and maintenance services through its current radio maintenance contract, and; The County is willing to provide to the District the above-described service; and; Such contracts are authorized by the provisions of RCW 39.34.010 et seq.,

In consideration of the terms and conditions set forth below it is agreed as follows:

1. County shall provide the Radio Infrastructure access and maintenance services related to these shared locations:
  - a. Access to install equipment at the locations.
  - b. Routine maintenance of the shared equipment at these locations as detailed in Exhibit A.
2. District understands and agrees that these services will be provided and the County vendor who is awarded the Radio Maintenance contract will provide these services.
3. Compensation paid for the services provided by the County shall be based on the maintenance contract amount. The parties agree the shared equipment makes up approximately 40% of the County maintenance contract, and; the additional equipment would make 4 total base radio users at each location. The parties agree the district will pay 25% of the 40% contract fee, which is equal to 10% of the total maintenance contract fee. County will bill the District monthly within fifteen (15) calendar days after the end of the month. Payment by the District will be due within thirty calendar (30) days of the receipt of the invoice.
4. This agreement shall take effect upon signature by the last party signing the same and shall be in full force for the period of **February 1, 2024, through December 31, 2033**, unless terminated by one of the parties. This agreement is subject to termination at the discretion of either party upon sixty (60) days written notice, mailed by certified mail or delivered in person, by either party to the other. Termination shall not release any party from liability or obligation concerning any matter arising under this Agreement occurring prior to the effective date of said termination.
5. Each party shall maintain appropriate liability insurance or self-insured coverage to cover potential liabilities arising from this Agreement. Said insurance or self-insured coverage shall have limits of at least \$1,000,000 per occurrence and \$1,000,000 per occurrence/aggregate for property damage.
6. This contract is the entire agreement between the parties and supersedes all previous agreements or understandings between them.
7. This contract shall be governed by and construed under the laws of the State of Washington, and any action brought to enforce the terms of this contract shall be brought in a court of competent jurisdiction located in Skamania County.

8. Copies of this contract shall be filed with Skamania County through the Skamania County Auditor.
9. Intergovernmental Agreement Recitals. This is an interlocal agreement and pursuant to RCW Ch 39.34 the parties make the following representations:
  - a. Duration: see Section 4.
  - b. Organization: no new entity will be created to administer this agreement.
  - c. Purpose: see Recitals.
  - d. Manner of Financing: The District will finance this agreement through their regular budgetary process.
  - e. Termination of Agreement: see above Section 4.
  - f. Other: none.
  - g. Selection of Administrator: Skamania County Public Works Director David Waymire shall be the Administrator for this Interlocal Agreement.
  - h. No real or personal property shall be acquired in connection with this Agreement.

In Witness Whereof, the parties hereto have hereunto set their hands and seals the day and year first above written.

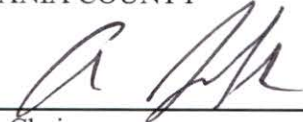
BOARD OF COMMISSIONERS  
SKAMANIA COUNTY  
PUBLIC UTILITY DISTRICT

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

BOARD OF COMMISSIONERS  
SKAMANIA COUNTY

  
\_\_\_\_\_  
Chair

  
\_\_\_\_\_  
Commissioner

  
\_\_\_\_\_  
Commissioner

Attest:

  
\_\_\_\_\_  
Clerk of the Board



APPROVED AS TO FORM ONLY

  
\_\_\_\_\_  
Prosecuting Attorney

## **Exhibit A. District/County Shared Equipment**

### **Prime - Courthouse**

Prime Site Audio Timing Phasing  
Site GPS/Frequency Reference  
Prime Site MUX  
Battery Bank  
Dc Power Supply  
PI Distribution Amp  
PI Generator  
Rx Multicoupling (Dispatch)  
Microwave to Dispatch  
Racks and Hardware

### **Augspurger Mt.**

Site GPS/Frequency Reference  
Augspurger Cross Connect MUX  
Battery Bank  
Dc Power Supply  
Racks and Hardware  
Microwave to Augspurger

### **Skamania Mt.**

Site GPS/Frequency Reference  
Skamania Mtn MUX  
Battery Bank  
DC Power Supply  
Racks and Hardware