COMMISSIONER'S AGENDA ITEM COMMENTARY

SUBMITTED BY AGENDA DATE	Public Works Department 1/30/2024	Signature			
<u>SUBJECT</u>	Inter-Local Agreement				
ACTION REQUESTED 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.

<u>RECOMMENDATION</u>

I would recommend the board approve this agreement.

LIST ATTACHMENTS

Inter-Local Agreement

COUNTY FACE SHEET FOR CONTRACTS/LEASES/AGREEMENTS

1.	Contract Number					
2.	. Contract Status: (Check appropriate box		Original	Renewal	Amendment	
3.	Contractor Information:	Contact I Title: Pro Address: Address:	Melanie Sh	Vater Manager 200 VA 98610		
4.	Brief description of the purpose of the contract and the County's contracted duties:					
5.	Term of Contract: From:	2-1-2024	4	To: 12-31-20.	33	
6.	Contract Award Process: (Check appropriate box) General Purchase of materials, equipment or supplies - RCW 36.32.245 & 39.04.190					
	Exempt (Purchase is \$2,500 or less upon order of the Board of Commissioners Informal Bid Process (Formal Quotes between \$2,500 and \$25,000) Formal Sealed Bid Process (Purchase is over \$25,000) Other Exempt (explain and provide RCW) Public Works Construction & Improvements Projects – RCW 36.32.250 & 39.04.155 (Public Works, B&G, Capital Improvements Only)					
	Small Works Roster (Exempt (PW projects		100	2 (5)	Board of Commissioners)	
7.	Amount Budgeted in Current Year: Amount Not Budgeted in Current Year Total Non-County Funds Committed: Total County Funds Committed: TOTAL FUNDS COMMITTED:	ear \$ d: \$	50 50 50 50	Source:		
8.	County Contact Person:		Name: Davi Title: Publ	d Waymire ic Works Direct	or	
9.	Department Approval:	Departm	nent Head o	r Elected Officia	al Signature	

10. Special Comments: _This interlocal is intended to allow for the use of shared infrastructure and costs associated with this infrastructure on County radio locations.

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 <u>February 1, 2024</u>, through <u>December 31, 2033</u>, 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	BOARD OF COMMISSIONERS SKAMANIA COUNTY
Chair	Chair
Commissioner	Commissioner Launen
Commissioner	Commissioner
	Attest: SKAMANIA COUNTY WASHINGTON 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

Pl Distribution Amp

Pl 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