

INTERLOCAL AGREEMENT

THIS AGREEMENT is made and entered into this day and between Grays Harbor Communications E9-1-1, an Interlocal governmental entity of the State of Washington, hereinafter referred to as the "Center", and The City of Westport, hereinafter referred to as "City".

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

WHEREAS, the public interest would be served by the installation of radio remote receiver links at the Cities facility, to facilitate radio site connectivity for public safety, and emergency services communications; and

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

1. **REVOCABLE USE PERMIT.** Center shall be granted a revocable use permit to install and operate Fire 9 and the Fire 9 link equipment (said equipment to be maintained, repaired, or replaced at the sole expense of the center). The equipment will be housed on and in the Cities water tank/office building located at 1840 South Montesano Street, Westport, WA 98595. This agreement also allows additional equipment to be added in the future to these locations that will benefit both agencies. Prior to adding additional equipment, Center shall obtain written concurrence from the City in the form of an addendum to this agreement.
2. **IMPROVED COMMUNICATIONS FOR EMERGENCY SERVICES.** Center will install one VHF base station (Fire 9) and one UHF link radio for Fire 9 control to transmit to GH Community Hospital East Campus, utilizing LMR coax cable for the connections between the antennas and radios. Base station 24V battery system is being used by City TAC repeater and Center base station. 12V battery system is used for Center UHF link radio. City AC power from the building as well as the back-up generator are utilized by Center equipment.
3. **ACCESS TO SITE.** As this location is an integral part of the radio system utilized by the City, 24 hour access to the site is needed. The City will provide a set of keys to be utilized by Center radio technician staff to access the gate and building at the location.
4. **COMPLIANCE WITH LAWS.** Center 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.

5. **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.
6. **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:

THE CITY OF WESTPORT
PO Box 505
Westport, WA 98595

GRAYS HARBOR COMMUNICATIONS
PO Box 1845
Aberdeen, WA 98520

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

7. **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: 20 March 2007

GRAYS HARBOR COMMUNICATIONS

DW Stone

Dick Stone, Mayor

THE CITY OF WESTPORT

Michael Berry

, Mayor

ATTEST:

Peggy Fouts

Clerk of the Board

Peggy Fouts, Director