

#C-61-2010

**INTERLOCAL COOPERATION AGREEMENT BETWEEN  
STEVENS COUNTY AND STEVENS COUNTY FIRE DISTRICT #2 FOR GRANT FUNDED  
BACKBONE COMMUNICATION EQUIPMENT AND SERVICES**

This agreement is made and entered by and between Stevens County, a municipal corporation and Stevens County Fire District Number 2, a local junior taxing district.

**WHEREAS**, under the provisions of RCW 39.34.030, governmental agencies may enter into an interlocal agreement to make the most efficient use of their powers by enabling them to cooperate with each other on a basis of mutual advantage and thereby provide services and facilities to meet the needs of local communities.

**WHEREAS**, Fire District #2 has been awarded a Federal Emergency Management Agency (FEMA) and Department of Homeland Security (DHS) grant submitted under the FY 2009 Assistance to Firefighters (Grant No.EMW-2009-FR-00140) for backbone communication equipment improvements and services to benefit all fire districts/departments, EMS providers and law enforcement agencies within Stevens County and one fire district in Ferry County; and

**WHEREAS** Fire District #2 and Stevens County desire to cooperatively assist each other in the implementation of the grant and the improvement of the communication systems all as described in the grant application and grant documentation which is attached hereto and incorporated herein;

**NOW, THEREFORE**, Stevens County and Stevens County Fire District Number 2 do hereby agree and contract, as follows:

**Section a. Duration**

This agreement shall be for a term from date of last signature until the grant project is completed and turned over to and accepted by Stevens County 911.

**Section b. Separate legal entity not created**

No separate legal or administrative entity is created.

**Section c. Purpose**

The purpose of this agreement is to cooperatively complete the grant project by implementing the communication improvements specified in the grant documents.

**Section d. Manner of financing joint undertaking**

Stevens County Fire District #2 shall contribute the grant funds approved for the project and Stevens County shall provide the ten percent matching funds required by the grant.

**Section e. Termination**

Because of the funding and grant commitments, neither party may terminate this agreement prior to the completion of the duration, unless the other party agrees to such termination upon such terms and conditions as are mutually acceptable to both parties.

**Section f. Other necessary and proper matters**

*Stevens County Fire District Number 2 shall:*

- a. Provide overall grant management including compliance with all grant requirements and reporting responsibilities and requirements;
- b. Oversee procurement of all equipment and necessary purchases with assistance from Stevens County E-911 department and Stevens County Information Services department. All bills shall go to Stevens County Fire District #2 for processing and payment and the Fire District shall process all reimbursement requests through the grant;
- c. Provide billing to Stevens County as required for the ten percent matching funds only after requesting grant funds;
- d. Upon completion of the grant project, turn over ownership of applicable equipment to the Stevens County 911 Center.

*Stevens County shall:*

- a. Provide project management services;
- b. Provide technical support for installation of equipment at County facilities;
- c. Provide the ten percent matching funds upon receipt and processing of billing from Fire District #2;
- d. Accept the applicable equipment and site leases upon acceptable completion of the project.

*Dispute Resolution:*

In the event of a dispute, each party shall appoint one person and these two shall appoint a third mutually acceptable person to meet to discuss and resolve the dispute.

**Section g. Administrator or joint board**

The County and the Fire District shall each appoint one person to oversee and administer the provisions of this agreement on their respective behalf.

**Section h. Manner of acquiring and holding property**

All property shall be acquired as required by the grant and all applicable procurement laws. Upon completion of the project, applicable property shall be turned over to the county as provided herein.

A copy of this agreement shall be filed with the Stevens County Auditor.

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| <p>Stevens County</p> <p>By: <u><i>Tony Sventh</i></u><br/>Chairman of the Board</p> <p><u><i>[Signature]</i></u><br/>Commissioner</p> <p><u><i>Marvill Q. Lett</i></u><br/>Commissioner</p> <p>Date signed: <u>5-18-2010</u></p> <p>Attest: <u><i>Polly Coleman</i></u><br/>Clerk</p> | <p>Stevens County Emergency Services</p> <p>By: <u><i>[Signature]</i></u><br/>Director / Sheriff</p> <p>Date signed: <u>05-11-2010</u></p> |
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| <p>Stevens County Fire District Number 2</p> <p>By: <u><i>Martin D. Schluter</i></u><br/>Chairman of the Board</p> <p><u><i>John H. Steele</i></u><br/>Commissioner</p> <p><u><i>Fred D. Bushnell</i></u><br/>Commissioner</p> <p>Date signed: <u>May 11, 2010</u></p> <p>Attest: <u><i>Sandy Anderson</i></u></p> |
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Approved as to form: *[Signature]*