

#C - 30-2017

**INTERLOCAL AGREEMENT  
BETWEEN STEVENS COUNTY AND THE SPOKANE TRIBE OF  
INDIANS FOR SHARING AND USE OF RADIO FREQUENCY,  
EQUIPMENT, BANDWIDTH, COMMUNICATIONS INFRASTRUCTURE  
AND FACILITIES**

**Whereas**, RCW 39.34.010 permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best geographic, economic, population and other factors influencing the needs and development of local communities; and

**Whereas**, THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into on the date referenced on the signature page by and between Stevens County ("County"), a municipal cooperation organized under the laws of the State of Washington and the Spokane Tribe of Indians ("Tribe") a federally recognized Indian Tribe and make this Agreement pursuant to the Interlocal Governmental Cooperation Act, RCW 39.34; and

**Whereas**, the County has developed an existing Communication System and Facilities, consisting of communication towers, communication buildings and associated equipment, ("Telecommunications Facilities"), on land or buildings owned or leased by the County; and

**Whereas**, the County is currently using licensed radio frequencies throughout its existing Telecommunication Facilities; and

**Whereas**, the Tribe is in need of bandwidth and frequencies that are not currently available within Stevens County and additional Communication System and Facilities, on land or buildings owned or leased by the County; and

**Whereas**, the Tribe is developing a Communication System and Facilities, consisting of communication towers, communication buildings and associated equipment, ("Telecommunications Facilities"), on land or buildings owned or leased by the Tribe; and

**Whereas**, the Tribe shall primarily use this network to enhance communications on the Reservation including but not limited to emergency communications and public safety systems.

**Whereas**, the County is in need of additional Communication System and Facilities, on land or buildings owned or leased by the Tribe; and

**Whereas**, the Parties desire to provide the mutual benefit of enhancing their Communication System, Facilities and Telecommunication Facilities, by allowing use of certain equipment, space and bandwidth at mutually agreed upon locations either owned or leased by each of the Parties.

**Now, Therefore**, for and in consideration of the mutual promises contained herein and other good and valuable consideration hereby acknowledged, it is agreed by and between the Parties as follows:

1. **Purpose of Agreement.** This Agreement sets forth the terms and conditions for the Parties to construct, install and share Telecommunication Facilities and related systems, resources and facilities capable of being shared between the parties for the mutual benefit of their citizens. It is the goal of both Parties to develop appropriate arrangements to achieve certain economies and efficiencies available upon cooperation with each other to perform their respective responsibilities, and to make technology systems available to each other and to their citizens consistent with legal requirements applicable to municipally owned or operated facilities and infrastructure. The Parties have determined that sharing specified Telecommunication Facilities, systems and infrastructure will more effectively use the resources of both Parties and provide economies of scale, which will result in savings to the Parties and their citizens.
2. **Term.** The Term of this Agreement shall be Five (5) years, and the Agreement shall be automatically renewed for successive one-year lease terms, unless terminated according to the provisions hereof. Written notice of termination, if given by any party, shall be given in writing and at least three hundred and sixty (360) days prior to the termination date.
3. **Joint Access to Telecommunications Facilities for Feasibilities Studies.** The Parties agree to provide access to Telecommunication Facilities owned or leased by each other for determining possible use and feasibility. A party desiring access to these facilities shall provide a written request to the other requesting access. The terms and conditions of the access shall be determined on a case-by-case basis. The party providing the access shall provide the terms and conditions of such access.
4. **Sharing and Use of Telecommunication Facilities.** The Parties agree that on a case-by-case basis they will share and generally use Telecommunication Facilities having excess capacity to enable the parties to avoid over-building, duplication of Telecommunication Facilities infrastructure, and minimize costs when common Telecommunication Facilities can be used. These sharing and use arrangements shall be negotiated on a case-by-case basis. Once negotiations are completed, the party requesting sharing or use of the Telecommunication Facility will produce mutually agreed upon documentation to be included as an Addendum and Exhibit to this Agreement. The documentation shall address any and all requirements, costs, maintenance, security and access

associated with the facility. A person of authority, designated from each of the Parties, will sign, date and attach the Addendum and Exhibit to this Agreement.

5. **Utility, Access and Right-of-Way Easements.** Each of the Parties agree to keep and maintain the required utility, access and right-of-way easements in-place and operational for each Telecommunication Facilities as required for sharing and use by other party of the facility. Notification of any changes, cancellations or renewal to the easement(s) shall be submitted to the other party, in writing, immediately with proposed resolution including timeframe of such resolution.
  
6. **Leased Telecommunication Facilities.** Each of the Parties agree to keep and maintain the required lease in-place and operational for each leased Telecommunication Facilities as required for sharing and use by other party of the facility. Notification of any changes, cancellations or renewal to the lease(s) shall be submitted to the other party, in writing, immediately with proposed resolution including timeframe of such resolution.
  
7. **Radio Frequency Interference and Coordination.** Each of the Parties will coordinate radio frequency use with the other party prior to utilization to eliminate radio frequency interference with the other party. The existing or "legacy" radio frequency use and equipment shall remain should there be an interference issue on a shared Telecommunication Facility.
  
8. **Initial Telecommunication Facilities Agreements:** This Agreement addresses the following sharing and use arrangements by the Parties:
  - (a) **Scoop Mountain Telecommunications Facility.** The County wishes to provide, to the Tribe, the use and access to the existing power, communication tower and building for one (1) three (3) foot microwave dish, one (1) two (2) foot microwave dish and related struts, mounts, ice shields, coax/cables, radios, equipment and existing rack space, shown on **Exhibit 1**, required to establish communications to the US Bank building located in downtown Spokane, WA and to Wellpinit Mountain located on the Spokane Reservation, WA. The height of the microwave dishes shall be at 50' centerline AGL or greater. Access to and installation or maintenance of the above mentioned entities at the Scoop Mountain facility will only be performed by Day Wireless Systems (or, if required, another approved contractor of Stevens County, WA).
  - (b) **Wellpinit Mountain Telecommunications Facility.** The Tribe wishes to provide, to Stevens County, the use of the 30' Rohn 45 tower, access to the existing power in the 6' x 8' telecom shelter and existing rack space for their equipment, shown on **Exhibit 2**, required to establish communications to

Stevens Counties existing telecommunications system. For Stevens County to access the Wellpinit Mountain telecommunications facility the Spokane Tribe Telecommunications Exchange (STTX) will be the point of contact and will be responsible to obtain the appropriate authorized approval through the Chief of Police and Fire Management Officer for the coordination of granting access or escort to the Wellpinit Mountain site. Additionally, the STTX or Stevens County will not access the Fire Watchtower or power that is utilized by the Fire Watchtower for the purposes of telecommunications.

**9. Installation, Operation and Maintenance of Telecommunications**

**Equipment.** Each party agrees to supply, install, operate and maintain, at their own expense, its own telecommunications equipment pursuant to this Agreement.

**10. Indemnification.** Each party shall defend, indemnify and hold the other party, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorney fees, arising out of or in connections with the performance of this Agreement.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE PARTIES WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLEY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER.

**11. Governing Law and Venue.** If any dispute arises between the Parties under any of the provisions of this Agreement, resolution of that dispute shall be resolved through informal mediation between the parties. If a dispute cannot be resolved through informal mediation then either party shall have the right to terminate this agreement with ninety - (90) days written notice. .

**12. Insurance.**

- (a) **Liability Insurance.** The Parties shall carry General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence and \$2,000,000 aggregate for bodily injury and property damage. Any and all self-insured retention (SIR) coverage will be paid by the party utilizing such coverage.
- (b) **Cancellation.** There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice to and from each of the Parties.



the public web site of the parties hereto or on other electronically retrievable public source.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 201\_.

**Stevens County:**

**Spokane Tribe of Indians:**

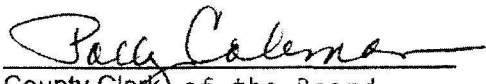
  
\_\_\_\_\_  
President, Board of Commissioners  
Chairman

  
\_\_\_\_\_  
Carol Evans, Chairwoman

  
\_\_\_\_\_  
County Commissioner

  
\_\_\_\_\_  
County Commissioner  
1-17-2017

Attest:

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

Reviewed and Approved as to Form:

Reviewed and Approved as to Form:

  
\_\_\_\_\_  
Stevens County Attorney

  
\_\_\_\_\_  
Spokane Tribe of Indians Attorney