

**AGREEMENT BETWEEN  
THE CITY OF NORTH BONNEVILLE AND  
THE SKAMANIA COUNTY SHERIFF SEARCH AND RESCUE**

This Interlocal Agreement ("Agreement") is entered into by and between the City of North Bonneville, a Washington municipal corporation ("City"), and the Skamania County Sheriff's Office Search and Rescue ("SARS"), a Washington non-profit corporation (collectively, "Parties," and individually, a "Party").

**WHEREAS**, Skamania County Sheriff Search and Rescue ("SARS") is a Washington Nonprofit organization dedicated to rendering assistance to those who become lost and/or injured in the wilderness; search for people who have medical issues; give community information presentations; and assist public agencies in Washington and Oregon; and

**WHEREAS**, SARS is a unit operating under SCSO's authority to conduct search and rescue operations and respond to emergencies but is a wholly separate nonprofit registered with the Washington State Emergency Management Department, and the City owns and operates the North Bonneville Fire Station ("Station") and related equipment and resources; and

**WHEREAS**, the Parties desire to formalize (i) SARS' use of the Station, certain equipment, and necessary resources, and (ii) coordinated/joint emergency response within and around the City, consistent with each Party's legal authority and operating procedures;

**AGREEMENT**

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements herein, the Parties agree as follows:

**1. PURPOSE**

The purpose of this Agreement is to: (a) authorize SARS' use of the Station, identified equipment, and necessary City resources to support search and rescue and emergency operations; and (b) establish procedures for joint response to emergency situations, including coordination, communication, and incident management.

**2. TERM AND EFFECTIVE DATE**

2.1 Duration. This Agreement shall commence on the date last executed by the Parties ("Effective Date") and remain in effect for five (5) years unless terminated earlier as provided herein.

2.2 Renewal. The Agreement may be extended for successive five-year terms by mutual written amendment approved by each Party's governing body.

2.3 Termination. This Agreement may be terminated by either party with 30 days notice.

### **3. AUTHORIZATION**

This Agreement is authorized and approved by appropriate action of each Party's governing body or authorized official, and each Party represents it has full power and authority to enter into and perform this Agreement.

### **4. ADMINISTRATION; NO SEPARATE ENTITY**

4.1 Contract Administration. The Parties designate the Mayor (or designee) and the Board Chair of SARS to jointly administer this Agreement and oversee implementation.

4.2 No Separate Legal Entity. No separate legal or administrative entity is created by this Agreement; each Party remains solely responsible for its operations, employees, volunteers, property, and decision-making.

### **5. SCOPE OF COOPERATION; FACILITY AND EQUIPMENT USE**

5.1 Station Access and Use. The City grants SARS permission to access and use designated areas within the Station for SARS staging, briefings, command support, storage (as approved), and rest/recovery during operations.

5.2 Equipment and Resources. The City will make available identified City equipment (e.g., radios, generators, vehicles/equipment listed in Exhibit A) and necessary resources, subject to availability and City operational priorities.

5.3 Joint Response. The Parties will coordinate joint responses to emergency incidents within or affecting the City and adjacent areas, using standard protocols and applicable local policies.

5.4 Scheduling and Priority. City operations retain priority use of the Station and City equipment. SARS will coordinate scheduling through the City Administrator or Fire Chief (or designee).

5.5 Care and Return. SARS will exercise reasonable care in use of the Station and City equipment/resources and will return equipment in the condition received, normal wear and tear excepted.

### **6. OPERATIONS; COMMAND AND CONTROL**

6.1 Incident Management. For joint operations, the Parties will utilize unified command consistent with operational leads determined by incident type and jurisdictional authority.

6.2 Training and Exercises. The Parties will collaborate on training, exercises, and familiarization with the Station and City equipment on a mutually agreed schedule.

6.3 Communications. The Parties will maintain interoperable communications and share relevant operational information to the extent permitted by law.

6.4 Policies and Laws. Each Party will perform its obligations consistent with its policies, procedures, and applicable laws and regulations.

## **7. COSTS; BUDGET; FINANCING**

7.1 Operational Costs. Each Party shall be responsible for its own operational costs, including personnel costs, fuel, supplies, maintenance, training, and incident-specific expenditures, unless otherwise agreed in writing for a particular event.

## **8. NO THIRD PARTY BENEFICIARIES; NO JOINT VENTURE**

This Agreement is for the sole benefit of the parties hereto and shall not confer third-party beneficiary status on any non-party to this Agreement. Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture, or other joint enterprise between the parties.

## **9. CONTINGENCY**

The obligations of the City and SARS in this Agreement are contingent on the availability of funds through local legislative appropriation and allocation in accordance with law. If funding is withdrawn, reduced, or limited in any way after the effective date of this Agreement, any party may terminate the contract under Section 2 of this Agreement.

## **10. SEVERABILITY**

If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected thereby but shall instead continue in full force and effect to the extent permitted by law.

IN WITNESS WHEREOF, the parties have signed this Agreement, effective on the date indicated herein.

**THE CITY OF NORTH BONNEVILLE**

**Skamania County Search and Rescue**

By: \_\_\_\_\_  
Jeremy Tennison, Mayor

By: \_\_\_\_\_  
Serge Newberry, Board Chair

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Attest:**

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Amy Weaver, Interim Board Clerk

**Approved as to form:**

Attorney for City of North Bonneville

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Emily Guildner, City Attorney