

Draft

NOTICE OF SURPLUS PROPERTY SALE

BY SEALED BID

KLICKITAT COUNTY FIRE DISTRICT 3

Whereas, the Board of Commissioners for Klickitat County Fire District 3 held their regular business meeting on February 11 2016, and did acknowledge and adopt Resolution 2016 – 09 declaring the 1986 Chevrolet pick-up truck surplus to the needs of the district to be offered for sale, and;

Whereas, the Board of Commissioners for Klickitat County Fire District 3 held their regular business meeting on July 14 2016, and did acknowledge and adopt Resolution 2016 – 16 declaring the 1999 Ford F550 Ambulance surplus to the needs of the district to be offered for sale

The district hereby provides notice and requirements for the sale.

| Description | | VIN | | recommended minimum bid |
|-----------------------|---------------------------------------|-------------------|------------|-------------------------|
| 1986 Chevrolet 454 V8 | 4 Wheel Drive, manual transmission | GBJK34WGS178045 | SOLD AS IS | \$1000 |
| 1999 Ford F550 | 4 Wheel Drive, automatic transmission | 1 FDXF47FXEA98476 | SOLD AS IS | \$100 |

Bidding Requirements

SEALED BIDS will be accepted until **5:00pm** on **Thursday, August 11th, 2016**. Bids submitted after the deadline will **not** be considered.

Bids must be in a typed and legible format and include the vehicle description.

Bids must be provided in a securely **sealed** envelope with **Surplus Property Bid written** in the lower left hand corner of the envelope.

Bids may be submitted by mail to :

KCFD3 PO Box 151, Husum, WA 98623 or

in person, with prior arrangements only, at :

Station 31, 200 Husum Street Husum WA 98623

Bid Award

Bids will be opened on **Thursday, July 14th**, 2016 during the regular scheduled business meeting beginning at 6:30 pm.

The bid will be awarded to the highest bidder, who in the opinion of the District is the most responsible bidder and has the ability to meet the disposal requirements outlined within this document.

The District reserves the right to reject any and all bids and to waive formalities that are not, in the sole opinion of the District, material. The Board of Commissioners may award the bid to the highest responsible bidder.

DISPOSAL REQUIREMENTS

The successful Bidder will be notified within 2 business days of the bid opening.

Successful bidder will be required to issue the payment to the district within five (5) business days of the notification of winning the bid. Payment must be in the form of cash, certified Cashier’s Check or Money Order. Personal Checks will not be accepted.

Successful bidder must make arrangements to have the vehicle removed from District property within 10 business days of notification that they were the successful bidder. Failure to remove the property will result in default of the sale agreement and the bidder will forfeit all monies paid.

CONTACT INFORMATION

Questions about this vehicle sale must be directed to:

Klickitat County Fire District 3

Assistant Chief Jerry Nelson

Training@kcfcd3.com

509.493.2996



1999 Ford F550 Ambulance



1986 Chevrolet

BID SUBMITTAL FORM

Klickitat County Fire District 3

Surplus Property sale

PLEASE COMPLETE ALL SECTIONS / PLEASE PRINT CLEARLY

Name of Bidder: _____

Business Name (if applicable): _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Email: _____

Phone #: _____ Alternate phone #: _____

| description | VIN # | | Bid amount |
|--------------------------|-----------------|------------|------------|
| 1986 Chevrolet 454 V8 | GBJK34WGS178045 | SOLD AS IS | \$ |
| 1999 Ford. | <i>AKJ</i> | <i>11</i> | \$ |

Bids are due by 5:00pm WEDNESDAY May 11th 2016. Bids may be submitted as follows:

In a ***securely sealed envelope*** with "**SURPLUS PROPERTY BID**" written in the lower left hand corner of the envelope.

POSTAL MAIL

Klickitat County Fire District 3
PO BOX 151
Husum, WA 98623.

IN PERSON (WITH PRIOR ARRANGEMNETS ONLY)

Klickitat County Fire District 3
Station 31
200 Husum Street
Husum, WA 98523.

Klickitat County Fire District No. 3

| | | |
|-----------------------|---|---------------|
| Policies & Procedures | Section: OPERATIONS | Page 1 of 1 |
| Section 4.12 | Subject: Electronic Devices – Active 911 Subscription | July 14, 2016 |

Purpose:

- To provide real-time information and data to Fire District 3 personnel and limit ongoing costs. The Fire District desires to provide our personnel with the tools needed to effectively respond to customer calls for service. The Fire District will absorb start up costs for the agency and will provide ongoing subscription costs – so long as the budget will allow based on budget priorities. At the same time, the Fire District cannot absorb hidden costs associated with potential data use and personal plans contractually obligated by individual personnel.

Policy:

- It is the policy of Klickitat County Fire District #3 to provide all responders access to Active 911 provided minimum activity levels are met and the user agrees to provisions of this policy. The Fire District will provide access to Active 911 services to one device owned by individual firefighter/EMT's.

Authority & Responsibility:

- The Fire District (Fire Chief) reserves the authority to suspend participation of Active 911 by Fire District #3 personnel as a result of the below provisions. Severe budget restrictions and/or financial emergencies are subject to complete discontinuance of participation and funding for Active 911. In the event that the Fire District cannot fund this subscription, all members will be removed from the subscription at the end of the congruent term.
- Individuals participating in Active 911 are not bound to any contract and can suspend their participation at any time by notifying the Fire Chief to request their connection be discontinued.

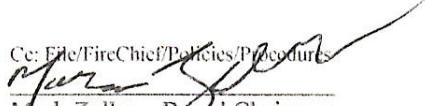
Procedure:

- I. Klickitat County Fire District #3 will provide access for active Fire District 3 personnel to their privately owned electronic devices which will allow subscription to Active 911 via Klickitat County Active 911 as set forth in the July 1, 2016 Inter-Local Radio system Use and 911/Dispatch Services Agreement. Fire District #3 will budget the cost of this system to 'augment' currently used pagers and monitors.
- II. Fire District #3 personnel agree to said subscription to Active 911 via Klickitat County 911 Inter-local agreement under the following terms:
 - Subscription is subject to immediate cancellation due to termination, resignation and/or inactivity that falls below required levels for response and training. The Fire Chief reserves the authority to suspend this subscription under these provisions.
 - Personnel understand and agree that, by subscribing to Active 911, any incurred expenses to data plans will not be absorbed by the Fire District.

By signature below, I agree to the terms of this Fire District #3 policy and wish to enroll my personal device into Klickitat County Active 911. I agree that if there are additional data charges to my personal plan that exceed my contractual limits, I incur that cost and the Fire District cannot provide funding towards my account. I agree that Klickitat County Fire District #3 has my written approval to enroll my cellular device to this program and can

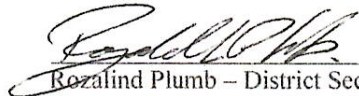
remove it for cause as stated in the policy.

Cc: File/FireChief/Policies/Procedures


Mark Zoller – Board Chairman


Robert Conner – Board Member


Thomas Montag – Board Member


Rozalind Plumb – District Secretary

Fire District #3 - Firefighter/EMT/Support Personnel

Cc:File/FireChief/Policies/Procedures

Klickitat County Fire District No. 3

| | | |
|-----------------------|---|------------------------------|
| Policies & Procedures | Section: OPERATIONS | Page 1 of 1 July 14, 2016 |
| Section 4.12 | Subject: Electronic Devices – Active 911 Subscription | |

Purpose:

- To provide real-time information and data to Fire District 3 personnel and limit ongoing costs. The Fire District desires to provide our personnel with the tools needed to effectively respond to customer calls for service. The Fire District will absorb start up costs for the agency and will provide ongoing subscription costs – so long as the budget will allow based on budget priorities. At the same time, the Fire District cannot absorb hidden costs associated with potential data use and personal plans contractually obligated by individual personnel.

Policy:

- It is the policy of Klickitat County Fire District #3 to provide all responders access to Active 911 provided minimum activity levels are met and the user agrees to provisions of this policy. The Fire District will provide access to Active 911 services to one device owned by individual firefighter/EMT's.

Authority & Responsibility:

- The Fire District (Fire Chief) reserves the authority to suspend participation of Active 911 by Fire District #3 personnel as a result of the below provisions. Severe budget restrictions and/or financial emergencies are subject to complete discontinuance of participation and funding for Active 911. In the event that the Fire District cannot fund this subscription, all members will be removed from the subscription at the end of the congruent term.
- Individuals participating in Active 911 are not bound to any contract and can suspend their participation at any time by notifying the Fire Chief to request their connection be discontinued.

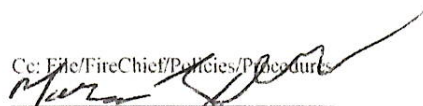
Procedure:

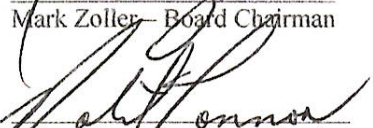
- I. Klickitat County Fire District #3 will provide access for active Fire District 3 personnel to their privately owned electronic devices which will allow subscription to Active 911 via Klickitat County Active 911 as set forth in the July 1, 2016 Inter-Local Radio system Use and 911/Dispatch Services Agreement. Fire District #3 will budget the cost of this system to 'augment' currently used pagers and monitors.
- II. Fire District #3 personnel agree to said subscription to Active 911 via Klickitat County 911 Inter-local agreement under the following terms:
 - Subscription is subject to immediate cancellation due to termination, resignation and/or inactivity that falls below required levels for response and training. The Fire Chief reserves the authority to suspend this subscription under these provisions.
 - Personnel understand and agree that, by subscribing to Active 911, any incurred expenses to data plans will not be absorbed by the Fire District.

By signature below, I agree to the terms of this Fire District #3 policy and wish to enroll my personal device into Klickitat County Active 911. I agree that if there are additional data charges to my personal plan that exceed my contractual limits, I incur that cost and the Fire District cannot provide funding towards my account. I agree that Klickitat County Fire District #3 has my written approval to enroll my cellular device to this program and can

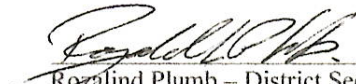
remove it for cause as stated in the policy.

Cc: File/FireChief/Policies/Procedures


Mark Zoller – Board Chairman


Robert Conner – Board Member


Thomas Montag – Board Member


Rozalind Plumb – District Secretary

Fire District #3 - Firefighter/EMT/Support Personnel

Cc:File/FireChief/Policies/Procedures

Letter of Authorization and Agreement
Between
Klickitat County Fire District 3
And
FIRE/MED Frequency Review Board

The purpose of this authorization is to improve EMERGENCY COMMUNICATIONS between our respective agencies, during emergency operations which require mutual aid response. To provide more effective cooperation between agencies and to enhance our ability to safeguard the lives and property of the citizens we serve. This agreement hereby authorizes Klickitat County Fire District 3 to install the mutual aid frequencies, list attached.

The frequencies are licensed to FIRE/MED agencies of Skamania County.

This authorization is conditional and not to be used as a PRIMARY WORKING frequency. These frequencies are for mutual aid and/or disaster coordination between agencies ONLY.

This Agreement shall take effect as of: **June 2, 2016**, with a termination date of **June 2, 2026**. It shall be subject to the following conditions:

1. This agreement to share the use of certain radio frequencies between eligible agencies shall be valid until the above listed date, or until the FCC license covering the use of the shared frequencies becomes invalid for any reason. It shall be the responsibility of the licensee to notify the shared users immediately if the license becomes invalid. Such notification shall be in writing and shall become effective thirty (30) days of FCC notification, or sooner if specified by the FCC.
2. Neither this agreement, the expenditure of money or any other act shall provide any vested interest in the use of any frequency by either party to this agreement.
3. Licensee granting permission for shared use of radio frequencies under his license agrees to submit a copy of this agreement to the FCC for inclusion in their records, as required by Part 90.179 of the FCC rules and regulations, CFR 47, and also retain a copy for his own station records. Licensee further agrees to include in his license authorization sufficient numbers of mobile units to cover the total number of units installed.
4. When using shared frequencies under this agreement, radio operations will be conducted under the control and supervision of the agency Fire/Med frequency users board.
5. No charge will be made by either party to the agreement for implementing, maintaining, operating, or discontinuing any activities authorized by this agreement.

6. All activities conducted under this agreement shall be in accordance with applicable FCC rules and regulations. Records required by the FCC concerning frequency, deviation, power measurement and unit identification, shall be maintained by the licensee and representatives of the FCC and shall be available for inspection on reasonable notice to the licensee and representatives of the FCC. They shall be dated and signed by the holder of a valid FCC first or second class radio telephone license. Equipment used on shared frequencies must be currently type accepted, and shall conform to the terms of the license. Information necessary to answer notices of violation from the FCC, involving shared frequencies, shall be provided by the user agency within five days from the date of request by the licensee.
7. Licensee of the shared frequency will assign, or concur with the assignment of call signs to be used by the mobile units when operating on the shared frequencies. Said licensee also agrees to make any required notification of these assigned call signs to the Inspector in charge of the FCC District in which the operation is taking place.
8. It is further agreed that repeated violations of either operating or technical FCC rules shall be a cause for revocation of the agreement.
9. This agreement may be canceled by either party with thirty (30) days written notice.
10. This agreement shall be valid for Mobile units only.
11. This agreement shall **not be valid for Base or Control stations** under any circumstances, without Fire/Med frequency users board vote and modification to RADIO STATION LICENSE.

SIGNATURE PAGE

AGREEMENT

Skamania County Fire District 1

Robert Hildenbrand
Licensee

Chief

Klickitat County Fire District 3



Signature

Board Chair

Title

Signed this 14 day of July, 2016

**INTER-LOCAL RADIO SYSTEM USE AND 911/DISPATCH SERVICES
AGREEMENT**

The Klickitat County Fire District 03 ("DISTRICT") and KLICKITAT COUNTY ("COUNTY"), both municipal corporations of the State of Washington, enter into the following Agreement:

WHEREAS, to achieve efficiency and economy in local government, the DISTRICT desires to contract with the COUNTY for radio system use, dispatching, 911 call taking services; and,

WHEREAS, the COUNTY has a public safety radio system, 911/dispatch center and personnel capable of handling and efficiently providing such services to the DISTRICT; and,

WHEREAS, both parties are specifically authorized under the Inter-local Cooperation Act (RCW 39.34) to enter into an agreement for such services; and,

WHEREAS, it is necessary and desirable that such an agreement be executed:

THEREFORE, the parties agree as follows:

1. The COUNTY agrees:
 - a. To provide public safety radio system use for fire units of the DISTRICT according to the Klickitat County Emergency Management Radio Use Policy.
 - b. To provide 911/Dispatching service, including 911 call taking, fire dispatching, Emergency Medical Dispatch (EMD) and Computer Aided Dispatch (CAD) service to the DISTRICT in a manner consistent with industry standard best practices. The COUNTY shall perform these services in the same manner and with the same quality as with its own employees or agencies.
 - c. To furnish personnel, radio system and 911/Dispatch telephone system equipment necessary to accomplish these services. The DISTRICT shall be responsible for all installation and implementation of any additional radio or phone equipment, phone lines, or other specialized communication equipment the DISTRICT requests.
 - d. To purchase the Spillman Rip and Run software within the first year of this agreement for use in dispatching the DISTRICT and for the DISTRICT to use in operational coordination.
 - e. To pay Spillman directly for the additional annual Spillman maintenance contract costs of adding the Spillman Rip and Run Software.
2. The DISTRICT agrees:
 - a. To pay for the services under the terms set forth in Paragraph 3d & e.

- b. To be responsible for compliance with RCW 10.97 and 13.50 and all Federal laws regarding records received from the COUNTY.
 - c. To comply with the County's policy and procedures as they pertain to radio system use.
 - d. To pay \$475.00 of the purchase price of the Spillman Rip and Run software as set forth in 3d & 3e.
 - e. To pay Active 911 directly for any subscription fees for the DISTRICT's use.
3. The DISTRICT and COUNTY agree:
- a. This agreement creates an independent contractor relationship. All liability for salaries, employee benefits, capital equipment costs, and repair and maintenance, except those requested by the DISTRICT per Paragraph 1c, are wholly the responsibility of the COUNTY. However, if it becomes necessary to employ additional personnel in COUNTY dispatch due solely to a major incident or event of which the DISTRICT shall have responsibility, then the DISTRICT shall be responsible for the salaries for the additional personnel including, but not limited to overtime pay and part-time and temporary personnel. Pursuant to this paragraph, the Fire Chief for the DISTRICT and the Emergency Management Director of the COUNTY shall establish and promulgate protocols for use in the COUNTY Radio System and 911/Dispatch center in the event of a major incident or event.
 - b. The COUNTY agrees to indemnify and hold harmless the DISTRICT for all liability arising from intentional or negligent acts by COUNTY employees and to defend and secure the DISTRICT from all costs or damages arising from such acts. The DISTRICT agrees to indemnify and hold harmless the COUNTY for all liability arising from the intentional or negligent acts by DISTRICT employees and to defend and secure the COUNTY from all costs or damages arising from such acts.
 - c. The parties agree that any disputes arising out of this agreement shall be governed by the following dispute resolution process. Should a dispute arise the parties shall, in the following order:
 - 1. Attempt in good faith to resolve the dispute through communication between department heads, defined as the Fire Chief and the Emergency Management Director.
 - 2. Should the matter not be resolved between the Chief and the Emergency Management Director, it shall be referred to the Chair of the Fire District Commissioners and the Chair of the County Commissioners or his/her designee for resolution.
 - 3. Should the matter not be resolved between the Chair of the Fire District Commissioners and the Chair of the County Commissioners, the parties shall appoint a neutral arbitrator, whom the parties shall pay for equally, and who shall

informally investigate the issue and render a non-binding opinion stating the probable outcome of litigation. The arbitrator shall be an attorney or judge and not a resident of Klickitat County. The parties will then work in good faith to resolve the dispute with the information provided by the arbitrator.

- d. The COUNTY shall invoice the DISTRICT upon execution of this agreement and shall be paid within 30 days of invoice date.
- e. Payment shall be sent to:

Klickitat County Department of Emergency Management
199 Industrial Way
Goldendale, WA 98620
- f. The parties further agree, and have specifically negotiated, to waive their immunity under the State Industrial Insurance Act (RCW Title 51) to indemnify and hold each other harmless from any claims made against the other by the party's employees, agents, contractors, subcontractors or other representatives.
- g. This agreement is effective for five years from 12:01 a.m. on July 1, 2016 until 11:59 p.m. on June 30, 2021. Either party may terminate this agreement with not fewer than sixty (60) days prior written notice.
- h. This Agreement may be reviewed by the parties prior to the termination date to consider possible terms of renewal.
- i. All notices and oral or written communications relating to this Agreement shall be forwarded to:


On behalf of the COUNTY:
Jeff King
Title: DEM Director
Phone: 509-773-0570
Address: 199 Industrial Way
Goldendale, WA 98620

On behalf of the DISTRICT:
Wes Long
Title: Chief
Phone: 509-493-2996
Address: P.O. Box 151
Husum, WA 98623


IN WITNESS WHEREOF, the parties here to have signed this agreement this _____ day of _____, 2016

Klickitat County Fire
DISTRICT # 03
Klickitat County, Washington

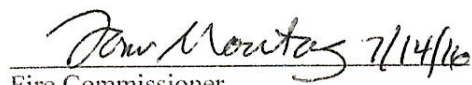
BOARD OF COUNTY COMMISSIONERS


Chairman,

Chairman, Dave Sauter


Fire Commissioner

Commissioner Jim Sizemore


Fire Commissioner


Commissioner Rex Johnston


Fire Chief

ATTEST:

Approved as to form:

Clerk of the Board


David Quesnel
Klickitat County Prosecuting Attorney

In and for the County of Klickitat,
State of Washington