

**On-Scene Command and Coordination (OSCCR)
Use Agreement**

This agreement, entered into this _____ day of _____, 20__ at Olympia, Washington; between the State of Washington, Military Department, Emergency Management Division, acting through the State Interoperability Executive Committee hereinafter called the state, and _____, hereinafter called jurisdiction.

WITNESSETH:

1. Jurisdiction, agrees to acquire, at its own expense, radio communications equipment to operate on frequency 156.135 MHz (OSCCR), and to operate and maintain such equipment as provided in the OSCCR Plan, and which is hereby incorporated and made a part of this agreement by reference, and in following paragraphs 2 and 3.
2. Jurisdiction agrees to comply with the terms of the license granted by the Federal Communications Commission to the state, which shall regulate the use of such equipment in the name of the state. The equipment will remain the property of the jurisdiction.
3. Jurisdiction agrees to operate and maintain said equipment in accordance with the rules and regulations of the Federal Communications Commission and operating rules and procedures established by the state in Appendix 3 and elsewhere in this agreement, without cost to the state. In the event of any violation by jurisdiction of such rules and regulations or this agreement, or of any other law respecting the operation of said equipment, after review, the state, in its discretion, may terminate this agreement upon fifteen (15) days notice to jurisdiction, paragraph 7 notwithstanding.
4. Jurisdiction agrees to make immediate corrective action, respective of any termination action taken as a result, of a violation described in paragraph 3 for noncompliance with Federal Communications Commission rules resulting in state receiving an Official Notice of Violation. Jurisdiction shall provide state with required information to formulate a written reply within ten (10) days of state's receipt of notice.
5. Jurisdiction agrees to pay monetary forfeiture imposed upon the state resulting from noncompliance with Federal Communications Commission rules by jurisdiction.

6. Jurisdiction agrees to reimburse state for any and all liability arising out of the performance of this agreement which may be imposed on state by law arising from the acts or omission of jurisdiction.
7. The term of the agreement, as established by state, commences _____, 20__ and shall be concurrent with that of the Federal Communications Commission license issued to state in respect to said equipment, subject to termination by either party hereto upon thirty (30) days written notice to the other.
8. All notices to be given or which may be given by either party to the other shall be deemed to have been fully given when made in writing and deposited in the U.S. Mail, registered and postage pre-paid, and addressed to either as applicable:

Military Department
Telecomm Section
Emergency Management Division
Camp Murray, Building 20
Camp Murray, WA 98430-5122

OR

Department of Transportation
Office of Wireless Technology -- Attn: OSCCR Administrator
ITS/Communications and Wireless Technology
Transportation Building
P.O. Box 47300
Olympia, WA 98504-7300

and to jurisdiction at: _____

The address to which notices shall or may be mailed, as aforesaid, to either party shall or may be changed by written notice by such party to the other, as hereinbefore provided; but nothing herein contained shall preclude the giving of any such notice by personal service.

9. No alteration of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein shall be binding on any of the parties hereto.
10. The administration of the OSCCR Channel may be assigned in the future to the State Interoperability Executive Committee (SIEC).
11. The use of OSCCR by any entity shall be without fee or cost, except as provided for in subsections 5 and 6.

IN WITNESS WHEREOF, this agreement has been executed, by and on behalf of the parties hereto, the day and year indicated as established by state in paragraph 7.

Jurisdiction

Washington State
Military Department or
Department of Transportation

By:

Signature

Signature

Name (type or print)

Name (type or print)

Title

Title

Approved as to form as applicable:

Spencer W. Daniels 6-15-05

Spencer Daniels
Military Department, AAG

Rusty Fallis
Department of Transportation, AAG

Suzanne Shaw
Washington State Department of
Information Services, AAG