**INTERGOVERNMENTAL AGREEMENT**

**COWLITZ/LEWIS COUNTY FIRE DISTRICT No. 20 AND LEWIS COUNTY FOR IT SERVICES**

**THIS AGREEMENT** is made by and entered into between Cowlitz/Lewis Fire District # 20 (hereinafter sometimes referred to as "agency") and Lewis County, both political subdivisions of the State of Washington. This Agreement is entered into pursuant to the Inter-local Cooperation Act, RCW Chapter 39.34. This Agreement is intended to provide for the efficient and economic management and servicing of the respective jurisdiction's Public Safety Information Technology systems on an as requested basis.

**WHEREAS,** it is appropriate that in order to implement such an arrangement an inter-local agreement be executed between the parties setting forth the conditions and terms of that arrangement.

**NOW, THEREFORE**, in consideration of the terms and conditions contained herein, Cowlitz/Lewis Fire District # 20 and Lewis County agree as follows:

1. **Purpose.** This Inter-local Agreement is intended to provide for the efficient and economic maintenance and repair of the agency's Public Safety Information Technology equipment (computer) and related public safety software and accessories by personnel of the Lewis County Central Services Information Technology Services Division on an as requested basis. This agreement is necessary due to the extremely confidential and sensitive nature of the information accessible by the equipment, which includes non-conviction and other data which may be reviewed only by certain law enforcement and government personnel, including the persons designated by this agreement to maintain and repair the equipment and related software. Additionally, the software is licensed by and used in the Lewis County Communication Center (Central Dispatch) and shared with and used by the agency in the delivery of public safety services.
2. **Means of Joint Undertaking**. No separate legal entity shall be created to implement the terms of this Agreement. The Director of Central Services for Lewis County and the Fire Chief of Cowlitz/Lewis Fire District # 20 shall provide joint oversight to administer this agreement.
3. **Term**. The term of this Contract and the performance thereof shall commence upon signing by both parties and shall terminate on December 31, 2015. This contract may be extended, terminated or renegotiated upon mutual agreement between the parties hereto and pursuant to the terms and conditions of this contract.
4. **Services**. Upon written request signed by an authorized agent of the agency and provided to the Director of Central Services of Lewis County at the address provided below or such other employee of Lewis County or address as designated by the Director of Central Services from time to time, Lewis County agrees to provide the following computer and public safety Software maintenance and repair services to the agency:
   a. Routine maintenance, including troubleshooting, service, repair, and reprogramming of mobile, CPU and server computers, public safety software and accessories. When practicable, work will be performed at the Information Technology Office currently located at 360 NW North Street, Chehalis, WA 98532

b. 24-hr per day emergency response as requested and authorized by the agency for emergency troubleshooting and repair of impacted equipment, public safety software and accessories.
c. Maintain repair logs and information on status of repairs completed as necessary.
d. Information Technology Services shall not be obligated to maintain any equipment other than those items listed in sub-paragraphs (a), (b) and (c) of this paragraph 4 without prior signed, written agreement of the parties. Should the Agency desire additional equipment serviced, repaired, it shall be responsible for the costs of installation, operation, and maintenance of such equipment.

5. **Fees.** The fees charged by Lewis County for services rendered pursuant to this Contract shall be those set forth in Exhibit #1 to this Agreement, which exhibit is incorporated herein by reference. Payments for all services performed shall be due and payable within thirty (30) days of date of invoice.
6. **Assignment and Subcontracting**. No portion of this Contract may be assigned or subcontracted to any other individual, firm or entity without express and prior written approval of Lewis County's Director of Central Services and the Fire Chief of Cowlitz/Lewis Fire District # 20.
7. **Modification**. Either party may request changes in this Contract. Any and all agreed modifications shall be in writing, signed by each of the parties.
8. **Termination for Public Convenience**. Cowlitz/Lewis Fire District # 20 or Lewis County Central Services may terminate this Contract upon 30 days written notice whenever Cowlitz/Lewis Fire District # 20 or Lewis County determines, at either party's sole discretion that such termination is in the interest of the Cowlitz/Lewis Fire District # 20 or Lewis County.
9. **Defense and Indemnity Agreement**. Each party shall hold the other, its officials, employees and agents, harmless and shall indemnify the other, its officials, employees and agents, from any and all causes of action, judgments, claims, and damages arising out of its sole and solitary acts or omissions. Without limiting the foregoing, Cowlitz/Lewis Fire District # 20 acknowledges that the they are is solely responsible for all liability, costs or expenses resulting from its acts or omissions, and that Lewis County's responsibility hereunder is expressly limited to the provision of the services described in paragraph 4 of this Contract.
10. **Venue and Choice of Law**. In the event any litigation should arise concerning the enforcement, breach, construction or interpretation of any of the terms of this Contract, the venue of such action of litigation shall be in the courts of the State of Washington in and for the County of Lewis. The law of the State of Washington shall govern this Contract for all purposes.
11. **Confidentiality**. Cowlitz/Lewis Fire District # 20, its employees, subcontractors and their employees shall maintain the confidentiality of all of the information provided by Lewis County or acquired by Cowlitz/Lewis Fire District # 20 in the performance of this Agreement, except as disclosure is expressly permitted by the prior written consent of the Lewis County Prosecuting Attorney or as permitted by any order entered by a court of competent jurisdiction after having acquired jurisdiction over the County. Cowlitz/Lewis Fire District # 20 shall immediately give Lewis County and the Director of Central Services notice of any request or proceeding seeking disclosure of such information. Cowlitz/Lewis Fire District # 20 shall indemnify and hold harmless Lewis County, its officials, agents or employees from all loss or expense, including but

not limited to settlements, judgments, setoffs, attorney's fees and costs resulting from the City's breach of this provision. Lewis County, its employees, subcontractors and their employees shall maintain the confidentiality of all of the information provided by Cowlitz/Lewis Fire District # 20 or acquired by Lewis County in the performance of this Agreement, except as disclosure is expressly permitted by the prior written consent of the Cowlitz/Lewis Fire District # 20 Attorney or as permitted by any order entered by a court of competent jurisdiction after having acquired jurisdiction over the County. Lewis County shall immediately give Cowlitz/Lewis Fire District # 20 and the Fire Chief notice of any request or proceeding seeking disclosure of such information. Lewis County shall indemnify and hold harmless Cowlitz/Lewis Fire District # 20, its officials, agents or employees from all loss or expense, including but not limited to settlements, judgments, setoffs, attorney's fees and costs resulting from Lewis County's breach of this provision.

12. **Severability**. If any term or condition of this Agreement or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect the other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this and, the terms and conditions of this Agreement are declared severable.
13. **Waiver**. Waiver of any breach of condition this Agreement shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this Agreement shall be help to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto. **Dispute Resolution**. The Parties may mediate any dispute over the interpretation of any terms or conditions under this Contract. Mediation will be made available upon request of either Party. The costs associated with any such mediation shall be shared equally by the Parties.
14. **No Rights Created in Third Parties**. The terms of this Contract are not intended to establish or to create any rights in any persons or entities other than the County, the agency, the respective successors and assigns of each.
15. **Entire Agreement**. This written contract represents the entire Agreement between parties and supersedes any prior statements, discussions or understandings between the parties.

| Cowlitz/Lewis Fire District # 20 | LEWIS COUNTY CENTRAL SERVICES |
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| BOARD CHAIR, CCLCFD 20<br>TERRY M. WILLIAMS | Michael A. Strozyk, Director |
| APPROVED TO FORM | APPROVED TO FORM |
| Attorney | Lewis County Deputy Prosecuting Attorney |

Attest:

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City Clerk