RADIO SERVICES AREEMENT BETWEEN THE TOWN OF PE ELL

AND LEWIS COUNTY FOR RADIO SERVICES

THIS AGREEMENT is made by and entered into between the Town of Pe Ell 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 radio communications systems.

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, the Town of Pe Ell and Lewis County agree as follows:

1. **Purpose.** This Inter-local Agreement is intended to provide for the efficient and economic servicing of the Town of Pe Ell radio equipment and system by the trained personnel of the Lewis County Central Services Radio Services Division.

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 Marshall for the Town of Pe Ell shall provide joint oversight to administer this agreement. Lewis County employees will remain under the supervision of Lewis County.

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.** Lewis County Central Services Radio Services Division agrees to perform the following radio maintenance and repair services for the agency:

    a. Routine maintenance to include troubleshooting, service, repair, reprogramming of mobile, portable, base station radios and accessories. When possible, work will be performed at the Radio Service shop located at 542 Center Street NW, Chehalis, WA 98532

    b. 24-hr per day emergency response as requested and authorized by the agency for emergency troubleshooting and repair of mobile, portable, base station radios and accessories.

    c. Maintain repair logs and information on status of repairs completed.

    d. Radio Services shall not be obligated to maintain any equipment other than those items listed above without prior agreement. Should the Agency desire additional equipment serviced, repaired, it shall be responsible for the costs of installation, operation, and maintenance for any such equipment.

5. **Fees.** The Town of Pe Ell agrees to pay an hourly fee of $50.00 billed in half hour increments for service provided during normal business hours. Non-business hour rate of $75.00 billed in half hour

increments shall apply for all hours worked outside of normal business hours. In addition, .56 cents per mile will be billed for all mileage outside normal business hours. Payment for services shall be made monthly and will be due by the fifteenth working day of the month following the month of service.

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.

7. **Modification.** Either party may request changes in the Agreement. Any and all agreed modifications shall be in writing, signed by each of the parties.

8. **Termination for Public Convenience.** The Town of Pe Ell or Lewis County Central Services may terminate the contract in whole or part upon 30 days written notice whenever the Town of Pe Ell or Lewis County determines, at either party's sole discretion that such termination is in the interest of the Town of Pe Ell or Lewis County.

9. **Defense and Indemnity Agreement.** Each party shall hold the other harmless and shall indemnify the other 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, the Town of Pe Ell acknowledges that the town 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 this document.

10. **Venue and Choice of Law.** In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, 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 agreement.

11. **Confidentiality.** The Town of Pe Ell, its employees, subcontractors and their employees shall maintain the confidentiality of all of the information provided by Lewis County or acquired by the town in the performance of this Agreement, except upon prior written consent of the Lewis County Prosecuting Attorney or any order entered by a court after having acquired jurisdiction over the County. The Town of Pe Ell shall immediately give Lewis County and the Director of Central Services notice of any judicial proceeding seeking disclosure of such information. The Town of Pe Ell 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 Town of Pe Ell'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.

14. **Entire Agreement.** This written contract represents the entire Agreement between parties and supersedes any prior statements, discussions or understandings between the parties.

15. **Filing.** This agreement shall be executed in triplicate original counterparts. Within ten days of its execution, the County's Director of Central Services shall cause one of the original counterparts to be recorded in the records of the Lewis County Auditor's Office pursuant to RCW 39.34.040."

Town of Pe Ell

Spencer Nicholas
MAYOR

LEWIS COUNTY CENTRAL SERVICES

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Michael A. Strozyk, Director

APPROVED TO FORM

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Lewis County Deputy Prosecuting Attorney