

RADIO SERVICES AGREEMENT
CITY OF MORTON and
Lewis County

THIS AGREEMENT is made by and entered into between **CITY OF MORTON** hereafter referred to as "Jurisdiction") and Lewis County (hereafter referred to as "County"). 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 equipment and systems.

WHEREAS it is appropriate that in order to implement such an arrangement that 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 Jurisdiction and County agree as follows:

1. **Purpose:** This Inter-local Agreement is intended to provide for servicing of the Jurisdiction's radio equipment and associated systems by the trained personnel of the Lewis County Radio Services Division.
2. **Means of Joint Undertaking:** No separate legal entity shall be created to implement the terms of this Agreement. The Lewis County Administrator of the Department of 911 Communications and the above named Jurisdiction's Representative shall provide joint oversight to administer this agreement. Lewis County employees will remain under the supervision of the Administrator of the Department of 911 Communications.
3. **Term:** This Agreement shall commence on the date the last party hereto executes this Agreement, and shall expire on December 31, 2023. This Agreement may be terminated prior to expiration pursuant to Section 8 herein below.
4. **Services:** The Lewis County Department of 911 Communications Radio Services Division agrees to perform (on an availability basis determined by the Radio Services Administrator) the following radio maintenance and repair services for the Jurisdiction:
 - a. Routine maintenance to include troubleshooting, service, repair and reprogramming of Jurisdiction's two-way radio equipment including, by way of example, it's 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. Emergency response as requested and authorized by the Jurisdiction for emergency troubleshooting and repair of mobile, portable, base station radios and accessories.
 - c. Maintain repair logs and information on status of repairs completed.

County shall not be obligated to maintain any equipment other than those items listed above or perform any services other than those identified above.

5. **Fees:** The Jurisdiction agrees to pay an hourly fee of **\$66.89** billed in one hour increments for service during normal business hours of 6:30 AM TO 5:00 PM, Monday through Friday, excluding holidays. All calls for service during non-business hours shall be charged an hourly fee of **\$100.33** , billed in one hour increments (WITH A 2 HOUR MINIMUM). Any part of an hour is considered billable at the appropriate hourly rate stated above. These rates apply per technician for the work performed.

Materials and parts will be billed at cost with Washington State sales tax included. In addition,

County shall bill the Jurisdiction for all mileage incurred at the currently adopted Lewis County rate 2023 (year) at the rate of 65.5 cents per mile). Remittance shall be due within 30 days of receiving the invoice for services performed and materials provided.

6. Assignment and Subcontracting: No portion of this Agreement may be assigned or subcontracted to any other individual, firm or entity without express and prior written approval of both parties hereto.
7. Modification: Either party may request changes in the Agreement. Any and all agreed modifications shall be in writing and signed by each of the parties.
8. Termination for Public Convenience: The Jurisdiction or County may terminate the Agreement upon ninety (90) days advance written notice.
9. Defense and Indemnity Agreement: Each party shall defend, hold harmless and indemnify the other from any and all causes of actions, judgments, claims and damages arising out of the non-offending party's acts or omissions. Without limiting the foregoing, both parties acknowledge that the Jurisdiction is solely responsible for all liability, costs or expenses resulting from the Jurisdiction's acts or omissions, and that the County is solely responsible for all liability, costs or expenses resulting from the County's acts or omissions.
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 laws of the State of Washington shall govern this agreement.
11. 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 the terms and conditions of this Agreement are declared severable.
12. Waiver: Waiver of any breach or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this Agreement shall be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.
13. Entire Agreement: This written Agreement represents the entire Agreement between the parties and supersedes any prior statements, discussions or understandings between the parties.

Agency Morton PD

Lewis County 911 Communications

Signed: Cole Courrier

Signed: _____

Printed: Cole Courrier

Printed: _____

Title: CHIEF OF POLICE

Title: _____

Date: 9-25-23

Date: _____