

MEMORANDUM OF UNDERSTANDING

COST SHARING AGREEMENT

Introduction

This Memorandum of Understanding is entered into between the County of Lewis ("County"), the City of Centralia ("Centralia"), the City of Chehalis ("Chehalis"), and the Riverside Fire Authority ("Riverside FA"), collectively (the "Parties"). The Parties agree to jointly fund a 911 Consolidation Feasibility Study ("Study"), which study shall be conducted under the direction of Erik Martin, Lewis County Manager. The scope of work will include the following areas, among others, as referenced in the attached Statement of Work – Exhibit A:

1. Call Processing and Call Flow
2. Staffing and Operations
3. Facility and Equipment
4. Capital and Operational Budgets
5. Implementation Planning
6. Funding Options

The County, Centralia, Chehalis, and the Riverside FA hereby agree to share in the cost of the feasibility study as set forth herein below. The purpose of this Memorandum of Understanding is to set forth the Parties' agreement with respect to contributions that shall be paid by the County, Centralia, Chehalis and the Riverside FA.

Amount of Cost Sharing

All of the Parties hereby agree to provide payment to fund the Study in the following amounts:

<u>Agency</u>	<u>Amount</u>
County of Lewis	\$24,230.50
City of Centralia	\$24,230.50
City of Chehalis	\$24,230.50
Riverside Fire Authority	\$24,230.50
Total	\$96,922.00

Terms

1. Maximum Proposed Study Cost: In the event of any cost over-runs that later cause the final total cost of the Study to exceed the initial proposed amount, then the final total cost shall be allocated among the Parties in accordance with future negotiation and mutual agreement.

2. Payment: County will, as an advance, make the progress payments to the consultant in the full amount of the cost of the study as it progresses on a monthly basis. Chehalis, Centralia and Riverside FA hereby agree to make payment to County to reimburse County for their portion of the cost as set forth above, within 30 days of receipt of notice that the County has made the payment to the consultant. This same procedure regarding payment by the County and reimbursement to the County from the other Parties shall also apply in the event of any cost over-runs that later cause the final total cost of the Study to exceed the initial proposed amount.

3. Termination: This Agreement will automatically terminate if the subject proposal is not funded. If funded, this Agreement will remain in effect until the Study has been completed and all cost sharing commitments have been met.

4. Notices: Any notice required or permitted to be given under this agreement shall be in writing and may be given by personal delivery or by U.S. Postal Service mail. Notice shall be deemed given upon actual receipt in the case of personal delivery or within three (3) business days after mailing. The address for service of notices for each party is set forth adjacent to the signatures below.

5. No Waiver: The waiver or failure of any party to exercise, in any respect, any right provided in this Agreement shall not be deemed a waiver of any other right or remedy to which the party may be entitled.

6. Integrated Agreement: The terms and conditions set forth herein constitute the entire agreement between the Parties as to the matters set forth herein and supersede any communications or previous agreements with respect to the subject matter of this Agreement. There are no written or oral understandings directly or indirectly related to this Agreement that are not set forth herein. No change can be made to this Agreement other than in a writing signed by the Parties.

7. Governing Law and Venue: The Parties agree that any action to interpret or enforce this Agreement shall be governed and enforced according to the laws of the State of Washington and any dispute under this Agreement shall be brought in the Superior Court in and for the County of Lewis.

8. Attorney Fees: If any party(ies) hereto brings any legal action regarding the interpretation or enforcement of this Agreement, the prevailing party(ies) shall be entitled to recover its reasonable attorney fees from the non-prevailing party(ies) in the litigation, in addition to any other relief that may be granted.

9. Severability: If any term or provision of this Agreement is held by a court to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term or provision had never been included.

10. Contra Proferentem Rule Excluded: This Agreement was negotiated jointly by the Parties, and it shall not be construed against any party in case of any dispute.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

Concurrence

The County of Lewis agrees to make the payments identified above, and will comply with the terms of this MOU.

County of Lewis

By: Erik Martin
Title: County Manager

Date: _____

County of Lewis
Erik Martin, County Manager
351 NW North Street
Chehalis, WA, 98532
Telephone: (360)740-2697
Erik.Martin@lewiscountywa.gov

The City of Centralia agrees to make the payments identified above, and will comply with the terms of this MOU.

City of Centralia

By: Rob Hill
Title: Centralia City Manager

Date: _____

City of Centralia
Rob Hill, City Manager
118 Maple St
PO Box 609
Centralia, WA 98531
Telephone: (360)330-7674
Rhill@cityofcentralia.com

The City of Chehalis agrees to make the payments identified above, and will comply with the terms of this MOU.

City of Chehalis

By: Jill Anderson
Title: Chehalis City Manager

Date: _____

City of Chehalis
Jill Anderson, City Manager
350 N Market Blvd, Room 101
Chehalis, WA 98532
Telephone: (360)345-1042
janderson@ci.chehalis.wa.us

Riverside Fire Authority agrees to make the payments identified above, and will comply with the terms of this MOU.

Riverside Fire Authority

By: Mike Kytta
Title: Fire Chief

Date: _____

Riverside Fire Authority
Mike Kytta, Fire Chief
1818 Harrison Ave
Centralia, WA 98531
Telephone: (360)736-3975
mkytta@riversidefire.net