



Board of County Commissioners

Lewis County Courthouse
351 NW North Street
Chehalis, WA 98532-1900

March 6, 2015

Riverside Fire Authority
1818 Harrison Avenue
Centralia, WA 98531

RESOLUTION #15-058 Approving an Inter-local Agreement between Lewis County and Riverside Fire Authority for Radio Repair and Maintenance Services.

Dear Riverside Fire Authority;

Enclosed please find one copy of the above-mentioned Resolution and one original agreement. The Board of County Commissioners, at their meeting held Monday, February 23, 2015, approved these documents.

If you have any questions, please feel free to call me at (360) 740-1391.

Sincerely,

**BOARD OF COUNTY COMMISSIONERS
LEWIS COUNTY, WASHINGTON**


Candy Hallom, Administrative Assistant

O 360.740.1120
F 360.740.1475
TDD 360.740.1480

Edna J. Fund
First District

P.W. Schulte
Second District

Gary Stamper
Third District

Karri L. Muir
Clerk of the Board

bocc@lewiscountywa.gov

**BEFORE THE BOARD OF COMMISSIONERS
FOR LEWIS COUNTY, WASHINGTON**

IN RE: APPROVING AN INTER-LOCAL AGREEMENT
BETWEEN LEWIS COUNTY AND RIVERSIDE FIRE
AUTHORITY FOR RADIO REPAIR AND
MAINTENANCE SERVICES

)
) RESOLUTION NO. 15 - 058
)
)

WHEREAS, Riverside Fire Authority and Lewis County are both political subdivisions of the State of Washington, and desire to enter into an Agreement pursuant to the Inter-local Cooperation Act, RCW Chapter 39.34, to address radio repair services for Riverside Fire Authority; and

WHEREAS, an Inter-local Agreement for provision of radio repair services with Riverside Fire Authority has been prepared between Lewis County and Riverside Fire Authority; and

WHEREAS, the Lewis County Board of County Commissioners (BOCC) has had an opportunity to review the Inter-local Agreement, attached as "Attachment A"; and

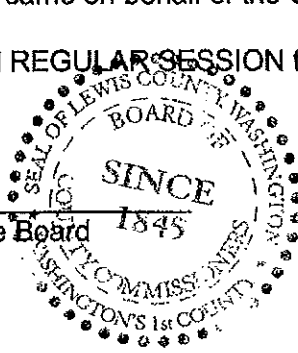
WHEREAS, it appears to be in the best public interest to approve and authorize this Inter-local Agreement with Riverside Fire Authority;

NOW THEREFORE BE IT RESOLVED, that the BOCC hereby approves of the terms and conditions of the attached Inter-local Agreement between Lewis County and Riverside Fire Authority for radio repair services at an hourly rate of \$50 per hour and hereby authorizes the Director of Central Services to sign the same on behalf of the County.

PASSED IN REGULAR SESSION this 23rd day of February, 2015.

ATTEST:

Karri Muir
Karri Muir, CMC Clerk of the Board



BOARD OF COMMISSIONERS
for Lewis County, Washington

Edna J. Fund
Edna J. Fund, Chair

P.W. Schulte
P.W. Schulte, Vice-Chair

Gary Stamper
Gary Stamper, Commissioner

APPROVED AS TO FORM:

Jonathan Meyer, Prosecuting Attorney

By: [Signature]

**RADIO SERVICES AGREEMENT BETWEEN RIVERSIDE FIRE AUTHORITY
AND LEWIS COUNTY FOR RADIO SERVICES**

THIS AGREEMENT is made by and entered into between Riverside Fire Authority 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, Riverside Fire Authority and Lewis County agree as follows:

1. **Purpose.** This Inter-local Agreement is intended to provide for the efficient and economic servicing of Riverside Fire Authority's 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 Fire Chief for Riverside Fire Authority shall provide joint oversight to administer this agreement. Lewis County employees will remain under the supervision of Lewis County Central Services.
3. **Term.** The term of this Contract and the performance thereof shall commence upon signing by both parties and shall terminate on December 31, 2016. 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.** Riverside Fire Authority 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

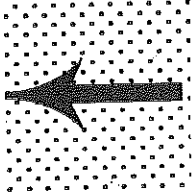
hours. Payment for services shall be made monthly and will be due by the fifteenth working day of the month following the month of service.

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.** Riverside Fire Authority or Lewis County Central Services may terminate the contract in whole or part upon 30 days written notice whenever Riverside Fire Authority or Lewis County determines, at either party's sole discretion that such termination is in the interest of the of the Riverside Fire Authority 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, Riverside Fire Authority acknowledges that the Fire Authority 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 Riverside Fire Authority, its employees, subcontractors and their employees shall maintain the confidentiality of all of the information provided by Lewis County or acquired by the Fire Authority 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. Riverside Fire Authority shall immediately give Lewis County and the Director of Central Services notice of any judicial proceeding seeking disclosure of such information. Riverside Fire Authority 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 Fire Authority'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."

RIVERSIDE FIRE AUTHORITY

LEWIS COUNTY CENTRAL SERVICES



Date: 01-14-15

Date: 2/23/15

Michael A. Kytta

Michael A. Strozyk

Michael Kytta, Fire Chief

Michael A. Strozyk, Director

APPROVED TO FORM

[Signature]

Lewis County Deputy Prosecuting Attorney

Executive Summary

BOCC Meeting Date:

2015-02-23

Contact:

Michael Strozyk

Department:

Central Services

Wording

Approving an Inter-Local Agreement between Lewis County and the Riverside Fire Authority for radio repair and maintenance services.

Description

The County Central Services Department has a Radio Services Division which is responsible for the repair and maintenance of the Lewis County Public Safety Radio System. The Riverside Fire Authority is part of the Public Safety Radio System. This agreement will allow for our Radio Services Division to provide radio repair and maintenance services to the Riverside Fire Authority on an "as needed" basis. In exchange for this service, the Riverside Fire Authority agrees to the following services and rate structure;

1. 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, servicing, repairing and reprogramming of mobile, portable, base station radios and accessories. When possible, work will be performed at the Radio Services 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 repairing 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 or repaired, it shall be responsible for all costs of installation, operation, and maintenance for any such equipment.

2. Fees: The Riverside Fire Authority agrees to pay an hourly fee of \$50.00 billed in half hour increments for services 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 month of service.

Under this agreement, the fees collected shall be deposited into Fund #107 as other governmental revenue.

Recommendation

Approve the Resolution and Agreement with the Riverside Fire Authority.

Other

Resolution #: 15-058

BOCC Meeting Date: Feb 23, 2015

Suggested Wording for Agenda Item:

Agenda Type: Consent

Approving an Inter-Local Agreement between Lewis County and the Riverside Fire Authority for radio repair and maintenance services.

Brief Reason for BOCC Action:

Approval of a Resolution and Inter-Local Agreement between Lewis County and the Riverside Fire Authority for radio repair and maintenance services. This agreement will allow Lewis County Central Services Radio Services Division to assist with and work on the Riverside Fire Authority's radio communications equipment.

Submitted By: Strozyk, Michael

Phone: X2781

RECEIVED

Date Submitted: Feb 05, 2015

Contact Person Who Will Attend BOCC Meeting: Michael Strozyk

FEB 12 2015

Action Needed: Approve Resolution

LEWIS CO. PROS. ATTY.

Publication Requirements:

Hearing Date: Feb 23, 2015

Publications:

Publication Dates:

Approvals:

User	Group	Status
Carter, Glenn	Prosecutor	Pending

Additional Copies

Riverside Fire Authority