

## **AGREEMENT FOR COMMUNICATIONS MAINTENANCE PROGRAM**

AGREEMENT made January 1, 2011, between PIERCE COUNTY, herein referred to as "County," and CITY OF LAKEWOOD referred to as "City".

### SECTION I. THE PARTIES

This is a communications maintenance and installation program contract between City and County.

### SECTION II. TERM OF AGREEMENT – TERMINATION

This agreement shall commence as of January 1, 2011 and terminate on December 31, 2011. Either party may terminate this agreement upon thirty (30) days written notice.

### SECTION III. OBLIGATIONS OF COUNTY

- A. All maintenance, repair, installation, engineering, and upgrading of City's radio communications system previously agreed to by City and County shall be carried out by County, according to time schedules and location of work arrangements to be negotiated by the parties giving due consideration to the immediacy of the need and the workload of the County.
- B. On notice from City, County shall make any repairs necessitated by normal wear and tear resulting from normal operation, whenever such repairs are required for safe and proper operation of radio system unit.
- C. County and its agents and representatives shall at all reasonable times be given access to the radio system unit for the purpose of inspecting, altering, repairing, improving or adding to or removing the same.
- D. The described work on base station and associated equipment will be done on site. Work on all equipment, including portables, will be performed at the County Radio Shop, which shall include installation of radio equipment in all City's vehicles.

### SECTION IV. FEES

City shall reimburse the County for its services described above, at the rate of One Hundred Ten (\$110.00) Dollars per hour from 7:30 a.m. through 4:00 p.m., plus time and one-half or double time adjustments required by law, where performed outside these hours as authorized by City. In addition, the County shall be reimbursed its cost plus 20% for all materials and parts provided by County; except that prior written authorization by City shall be required for materials or parts in excess of Five Hundred (\$500.00) dollars. Payment shall be made by City within thirty (30) days of presentation of invoice listing time, parts and materials by the County.

SECTION V. INDEMNITY

Notwithstanding anything to the contrary contained in this agreement, City shall not be responsible or liable in any manner whatsoever for, and the County shall indemnify City against any and all claims, suits, damages, costs or expenses arising from or growing out of, or caused by any negligence in connection with the installation, maintenance, engineering or upgrading of the radio system unit performed by the County, except for the sole negligence of City. The County will not be responsible for claims arising out of the Antenna Supporting Structures.

SECTION VI. ASSIGNABILITY

This agreement shall not be assigned by County without the written consent of City. If this agreement is assigned without City's written consent either by act of County or by operation of law, it shall thereupon terminate subject to the provisions herein before set forth.

SECTION VII. GOVERNING LAW

This agreement shall be governed by and construed under the laws of the State of Washington.

IN WITNESS WHEREOF, the parties have executed this Agreement this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**CITY OF LAKEWOOD:**

[Signature] \_\_\_\_\_  
City Signature Date 1-12-11

CITY MANAGER  
Title of Signatory Authorized by Firm Bylaws

Name: \_\_\_\_\_

UBI No. 601667295

Address: 6000 Main St W  
Lakewood, WA 98499

Mailing Address: same

Contact Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

**PIERCE COUNTY:**

Approved As to Legal Form Only:

[Signature] \_\_\_\_\_  
Prosecuting Attorney Date

Recommended:

[Signature] \_\_\_\_\_  
Budget and Finance Date 1-28

Approved:  
[Signature] \_\_\_\_\_  
Department Director Date 1/21/11

Steve C. Bailey

Contract to be signed  
By PC Representative

1/21/11

Date

Andrew E. Neiditz

Andrew E. Neiditz, City Manager

1-12-11

Date

Attest

Alice Bush

Alice Bush, MMC, City Clerk

1-13-11

Date

Approved as to Form:

Heidi Ann Wachter

Heidi Ann Wachter, City Attorney

1/12/11

Date

\_\_\_\_\_  
Choi Halladay, ACM Finance

\_\_\_\_\_  
Date

Bret Farrar

Bret Farrar, Chief of Police