

**City of Lakewood Police Assistance
GCA-6800**

This Agreement is made and entered into between the STATE OF WASHINGTON Department of Transportation, hereinafter the "STATE," and the City of Lakewood, 6000 Main Street SW, Lakewood, WA 98499-5027, acting through its Police Department, hereinafter the "CITY."

WHEREAS, the STATE has a project for road work on I-5 known as I-5/Clover Creek Bridge – Bridge Deck, hereinafter the "Project," and

WHEREAS, the STATE, in order to help assure the safety of the traveling public, may request the CITY to provide traffic control assistance within the Project work zone located within the CITY's jurisdiction,

NOW, THEREFORE, pursuant to chapter 39.34 RCW and in consideration of the terms, conditions, covenants, and performances contained herein, or attached and incorporated and made a part hereof,

IT IS MUTUALLY AGREED AS FOLLOWS:

1. GENERAL

- 1.1 The CITY agrees to furnish uniformed police officers, vehicles and associated equipment to assist the STATE in traffic control when requested by the STATE.
- 1.2 The STATE's contact for this Agreement will be the STATE's Project Engineer or his/her designee.
- 1.3 The STATE's Project Engineer or his/her designee shall provide to the CITY's Police Chief a written request, describing the nature of the traffic control required.
- 1.4 The police officers provided by the CITY shall be under the sole direction, management, and control of the CITY's Police Chief or his/her designee and shall perform the traffic control duties for the STATE's Project as requested under the terms of this Agreement in a manner consistent with CITY policy, applicable state and local laws, and the constitutions of the state of Washington and the United States.
- 1.5 Assignment of personnel to accomplish the traffic control duties requested under this Agreement shall be at the sole discretion of the CITY's Police Chief or his/her designee.

1.6 Contact between the Parties, including but not limited to invoicing and Agreement administration, will be between

The STATE's contact:

Washington State Department of Transportation
Jon Deffenbacher, or designee
Lakewood Project Engineer
11203 Bridgeport Way SW
Lakewood, WA 98445
(253) 589-6100
deffenj@wsdot.wa.gov

The CITY Police Department contact:

City of Lakewood
Sgt. John Fraser
9401 Lakewood Drive SW;
Lakewood, WA, 9499

1.7 The STATE agrees to provide the CITY a minimum of three (3) working days written notice when traffic control assistance is required.

1.8 The CITY shall give the STATE a minimum of two (2) working days notice if the CITY cannot provide the traffic control assistance.

2. TERM OF AGREEMENT

2.1 This Agreement shall become effective upon the date of its execution and shall terminate upon completion of the STATE's Project, except for those provisions otherwise herein noted.

3. PAYMENT AND RECORDS

3.1 The STATE, in consideration of the faithful performance of the traffic control assistance work to be done by the CITY, agrees to reimburse the CITY for the actual direct and related indirect costs of the work; provided, however, that when the STATE requires the CITY's traffic control assistance for less than a four (4) hour period, the CITY shall be reimbursed for a full four (4) hour period.

3.2 The estimated total cost for work to be performed by the CITY at the STATE's expense is Fifteen Thousand Dollars (\$15,000.00). The hourly rate to be billed shall be each individual police officer's current all inclusive pay rate. Currently, this rate is established at a maximum amount payable of \$60.25/hr. for hours worked. In the event the police officers are provided an hourly rate increase, the hourly rates to be billed may be adjusted by the CITY. These rates include all associated labor, benefits, equipment, and vehicle costs. In addition to these rates, the CITY may charge overhead costs.

3.3 The CITY agrees to invoice the STATE, providing supporting documentation for charges billed. Invoices and/or payments shall not exceed one per month. The STATE agrees to make payment within thirty (30) calendar days of the date of invoice receipt.

3.4 The CITY agrees to submit a final bill to the STATE within thirty (30) calendar days after notification by the STATE that CITY's services for traffic control assistance are no longer required.

3.5 During the progress of the work and for a period not less than three (3) years from the date of the final payment to the CITY, the records and accounts pertaining to the work under this Agreement, and accounting therefore, are to be kept available for inspection and audit by the state and/or the federal government and copies of all records, accounts, documents, or other data pertaining to this Agreement work will be furnished upon request. If any litigation, claim, or audit is commenced, the records and accounts along with supporting documentation shall be retained until all litigation, claim, or audit finding has been resolved even though such litigation, claim, or audit continues past the three year retention period.

3.6 INCREASE IN COST: In the event unforeseen conditions require an increase in the estimated total costs pursuant to Section 3.2, for CITY traffic control work, by more than twenty-five (25) percent, this Agreement must be amended by executing a written amendment to this Agreement, signed by both Parties, covering said increase before the CITY incurs costs twenty-five percent above the cost estimate.

4. DISPUTE RESOLUTION

4.1 In the event that a dispute arises under this Agreement, it shall be resolved as follows: The Chief of Police and the Secretary of the Department of Transportation shall each appoint a member to a disputes board. These two members shall then select a third member not affiliated with either Party. The decision made by this board shall be final and binding on the Parties to this Agreement. The CITY and the STATE shall equally share in the cost of the third board member, and each Party shall be solely responsible for its own costs and fees.

5. INDEMNIFICATION AND HOLD HARMLESS

5.1 To the extent provided by law, each Party to this Agreement shall protect, defend, indemnify, and save harmless the other Party, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property), arising out of, or in any way resulting from, each Party's intentional or negligent acts or omissions while performing pursuant to the terms of this Agreement. No Party will be required to indemnify, defend, or save harmless the other Party if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence or intentional conduct of the other Party, its officers, officials, employees, or agents or involves those actions covered by RCW 4.24.115. Where such claims, suits, or actions result from concurrent negligence of the Parties and their officers, officials, employees, or agents, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's, its officers', officials', employees', or agents' own negligent acts or omissions.

5.2 This indemnification shall survive any termination of this Agreement.

6. VENUE

6.1 In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties hereto agree that any such action or proceedings shall be brought in the superior court situated in Thurston County, Washington. Each Party shall be responsible for its own attorney's fees and costs.

7. MODIFICATIONS

7.1 Any modification to the terms and conditions of this Agreement shall be made by written amendment to this Agreement signed by both Parties.

8. WORKING DAYS

8.1 Working days for this Agreement are defined as Monday through Friday, excluding Washington State holidays per RCW 1.16.050.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Party's date last signed below.

CITY OF LAKEWOOD

STATE OF WASHINGTON
DEPARTMENT OF TRANSPORTATION

By: M. David Bayler
on behalf of
Andrew Neiditz

By: [Signature]

Andrew Neiditz
City Manager

Steve Roark, Assist. Region Administrator
for Construction

Date: June 22, 2011

Date: 6/23/2011

By: [Signature]
~~Bret Farrar~~ Michael Zero
Police Chief [Signature]

Attest:

Deanne K. Wegmann
BY: on behalf of Alice Bush
Alice Bush, MMC
City Clerk

APPROVED AS TO FROM:

APPROVED AS TO FORM:

By: [Signature]

By: [Signature]

Assistant City Attorney

Ann E. Salay
Assistant Attorney General

Date: 6/24/11

Date: 6-20-11