

**CONTRACT FOR SERVICES
BETWEEN PIERCE COUNTY AND CITY OF TACOMA
REGARDING ROAD MAINTENANCE**

THIS CONTRACT FOR SERVICES is entered into this day by and between **PIERCE COUNTY**, a political subdivision of the State of Washington (herein referred to as "COUNTY") and the undersigned, **CITY OF TACOMA** (herein referred to as "CITY").

WHEREAS, the CITY has a need for specific road maintenance services and has requested said services as described below to be performed by the Pierce County Planning and Public Works, Maintenance and Operations Division.

WHEREAS, the COUNTY agrees to provide the services described below at the convenience of the Pierce County Planning and Public Works Department and that the CITY will reimburse the COUNTY for all costs incurred.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, it is mutually agreed by and between the COUNTY and the CITY as follows:

SECTION 1. PURPOSE. The purpose of this contract is to establish the rights, duties and responsibilities of the parties with regards to the road maintenance requested by the CITY and any costs associated with this work.

SECTION 2. COUNTY'S RESPONSIBILITY. The COUNTY agrees to provide road maintenance service including but not limited to pervious pavement cleaning.

SECTION 3. CITY'S RESPONSIBILITY. The CITY has agreed to pay up to the estimated amount of \$10,000.00 per year to complete the described work or services. The CITY shall specify the location of the work to be provided by the COUNTY. The CITY shall provide the COUNTY with a list of work for each year of this agreement. Any work requested from the CITY shall be through written "Work Authorizations" which shall identify the specific activities to be performed. The CITY certifies that sufficient budgeted funds are available to cover the costs of the requested work or services, and agrees to make payment to the COUNTY.

SECTION 4. COMPENSATION AND BILLING PROCEDURE. In consideration for the provision described herein, the CITY agrees to pay the COUNTY for the actual work completed based on monthly billings and in accordance with the provisions of Section 2 and 3 above. Monthly billings will be calculated as indicated below:

- A. The labor rates in effect at the time of the work shall be billed to the CITY and will be multiplied by thirty percent (30%) to account for administration overhead. The rate of overhead includes Maintenance Administration costs and Department Administration costs. No supervision or maintenance office costs will be charged directly.
- B. Equipment use will be charged to the CITY based upon the hours used multiplied by the applicable Pierce County Equipment Services Section (ESS) rental rate for the time period the work was performed. A five percent (5%) administration charge will

be assessed for processing.

- C. Materials and supplies will be billed at cost plus a ten percent (10%) administration processing fee.
- D. The costs of services as outlined will be billed no later than the thirtieth (30th) day of the month by the COUNTY based on services or supplies provided in the previous month. Payments by the CITY will be due within thirty days of receipt of the billing. Monthly payments that are not paid within the allotted time period shall be considered delinquent. Delinquent charges shall accrue interest on the unpaid balance, from the date of delinquency until paid, at an interest rate of one half of one percent (.5%) per month.
- E. The billing rates for labor and equipment related to providing the functions and services each year after 2018 shall be adjusted annually, effective January 1st of each year to reflect current costs. Increases in the costs that are the results of changes in regulatory requirements will be included in any increases to billing rates after 2018.

SECTION 5. DURATION. This contract shall remain in full force and effect upon the date that the last signature is affixed hereto until midnight December 31, 2018, and will automatically be renewed for four (4) consecutive one (1) year terms unless either part or both give(s) written two (2) week advanced notice to the other party of intent not to renew the contract.

SECTION 6. INDEMNIFICATION AND HOLD HARMLESS. The COUNTY shall defend, indemnify, and save harmless the CITY, its officers, employees, and agents from any and all costs, claims, judgments, or awards of damages, resulting from the acts or omissions of the COUNTY, its officers, employees, or agents associated with this Contract. In executing this Contract, the COUNTY does not assume liability or responsibility for or in any way release the CITY from any liability or responsibility which arises in whole or in part from the existence or effect of CITY ordinances, rules, regulations, resolutions, customs, policies, or practices. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such ordinance, rule, regulation, resolution, custom, policy or practice is at issue, the CITY shall defend the same at its sole expense, and if judgment is entered or damages are awarded against the CITY, the COUNTY, or both, the CITY shall satisfy the same, including all chargeable costs and attorney's service charges.

The CITY shall defend, indemnify and save harmless the COUNTY, its officers, employees and agents from any and all costs, claims, judgments, or awards of damages, resulting from the acts or omissions of the CITY, its officers, employees or agents associated with this Agreement. In executing this Agreement, the CITY does not assume liability or responsibility for or in any way release the COUNTY from any liability or responsibility which arises in whole or in part from the existence or effect of COUNTY ordinances, rules, regulations, resolutions, customs, policies, or practices. If any cause, claim, suit, action, or administrative proceeding is commenced in which the enforceability and/or validity of any such COUNTY ordinance, rule, regulation, resolution, custom, policy, or practice is at issue, the COUNTY shall defend the same at its sole expense, and if judgment is entered or damages are awarded against the COUNTY, the CITY, or both, the COUNTY shall satisfy the same, including all chargeable costs and attorney's service charges.

SECTION 7. NO THIRD-PARTY BENEFICIARY. The COUNTY does not intend by this contract to assume any contractual obligations to anyone other than the CITY, and the CITY does not intend by this contract to assume any contractual obligations to anyone other than the COUNTY. The COUNTY and the CITY do not intend that there be any third-party beneficiary to this contract.

SECTION 8. INSURANCE COVERAGE. The CITY shall maintain at all times during the course of this contract a general liability insurance policy or other comparable coverage with a self-insured retention of no more than \$500,000.00 and a policy limit of no less than \$5,000,000.00 dollars.

SECTION 9. NON-DISCRIMINATION. The COUNTY and the CITY certify that they are Equal Opportunity Employers.

SECTION 10. ASSIGNMENT. Neither the COUNTY nor the CITY shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other Party.

SECTION 11. NOTICE. Any formal notice or communication to be given by the COUNTY to the CITY under this contract shall be deemed properly given, if delivered, or if mailed postage prepaid and addressed to:

City of Tacoma
2201 Portland Avenue, Building A
Tacoma, WA 98421
Attention: Kerry James/Jessica Knickerbocker

Any formal notice or communication to be given by the CITY to the COUNTY under this contract shall be deemed properly given, if delivered, or if mailed postage prepaid and addressed to:

Pierce County Planning and Public Works Department
2702 South 42nd Street, Suite 201
Tacoma, WA 98409
Attention: Contract Services

The name and address to which notices and communications shall be directed may be changed at any time, and from time to time, by either the CITY or the COUNTY giving notice thereof to the other as herein provided.

SECTION 12. WAIVER. No waiver by either party of any term or condition of this Contract shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or a different provision of this Contract.

SECTION 13. ENTIRE CONTRACT. This Contract contains all of the Agreements of the Parties with respect to any matter covered or mentioned in this Contract and no prior agreements shall be effective for any purpose.

SECTION 14. AMENDMENT. Provisions within this Contract may be amended with the mutual consent of the parties hereto. No additions to, or alteration of, the terms of this Contract shall be valid unless made in writing, formally approved, and executed by duly authorized agents of both parties.

SECTION 15. SEVERABILITY. If any of the provisions contained in this Contract are held illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

SECTION 16. COUNTERPARTS. This Contract may be signed in two or more counterparts, which taken together shall constitute the complete agreement between the parties. Signatures to this Agreement by the parties transmitted via electronic mail shall be acceptable and binding.

SECTION 17. CHOICE OF LAW, JURISDICTION AND VENUE. This Contract shall be governed by, construed, and enforced in accordance with the laws and regulations of the United States, the State of Washington, and the ordinances of Pierce County.

IN WITNESS WHERE OF, the parties have caused this Contract to be executed on this day of _____, 2018.

CITY OF TACOMA:

PIERCE COUNTY:

City Manager Date

Department Director Date

Environmental Services Director Date

Deputy Prosecuting Attorney Date
(as to form only)

Deputy City Attorney Date
(as to form only)

Finance Director Date

Finance Director Date

City Clerk Date