AGREEMENT
GCA 5207

Washington State Department of Transportation
and
City of Seattle Police Department
Interstate 5 Construction – Services

THIS AGREEMENT is made and entered into this 24 day of April, 2007, between the STATE OF WASHINGTON DEPARTMENT OF TRANSPORTATION, hereinafter the "STATE" and the CITY OF SEATTLE POLICE DEPARTMENT, 610 Fifth Avenue, Seattle, WA 98124-4986, a Washington State municipality, hereinafter the "CITY," collectively the "PARTIES" and individually the "PARTY."

WHEREAS, the STATE is planning the construction of a project on Interstate 5, known as I-5, Spokane Street to I-90, Bridge Repairs, Expansion Joints and Overlay, hereinafter referred to as 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 to aid in the functional operation of streets and the detour route within the CITY's jurisdiction during the PROJECT, herein after referred to as the "Services," and

WHEREAS, the CITY and STATE acknowledge that it is in the best interest of the public to coordinate closely during the PROJECT for the benefit of the traveling public, and

WHEREAS, the STATE is obligated for the actual direct and related indirect cost associated with the Services described herein,

NOW, THEREFORE, pursuant to chapter 39.34, and in consideration of the terms, conditions, and performances contained herein, and the attached exhibits which are incorporated and made a part hereof, IT IS MUTUALLY AGREED AS FOLLOWS:

1. GENERAL

1.1 The CITY agrees to provide Services as identified on Exhibit A, Scope of Work, attached hereto and by this reference made a part of this AGREEMENT.

COPY

1.2 The police officers provided by the CITY shall be under the sole direction, management and control of the CITY's Police Chief or 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.

1.3 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.

2. TERM OF AGREEMENT

2.1 This AGREEMENT shall terminate upon completion of the STATE's PROJECT, except for those provisions herein noted.

3. PAYMENT

3.1 The STATE, in consideration of the faithful performance of the Services to be provided by the CITY, agrees to reimburse the CITY for the actual direct and related indirect costs of the Services as established in this AGREEMENT.

3.2 The CITY will be reimbursed by the STATE at an all inclusive maximum hourly rate of $87.97 per individual officer. The CITY shall provide the services in increments of no less than four (4) hours for each police officer. The STATE estimates that a total of Four Hundred Seventy (470) hours of Services will be requested by the STATE, as further referenced in Exhibit A, Scope of Work. This rate includes all associated labor, equipment and vehicle costs.

3.3 Partial payments shall be made by the STATE, upon request of the CITY, to cover costs incurred. These payments are not to be more frequent than one (1) per month. The CITY shall submit invoices to the STATE detailing the work accomplished during the current billing period, as well as a summary of total costs billed to date. It is agreed that any such partial payment will not constitute agreement as to the appropriateness of any

item and that, at the time of the final billing all required adjustments will be made and reflected in a final payment.

3.4 The CITY agrees to submit a final bill to the STATE within thirty (30) days after the STATE notifies the CITY that it no longer requires the CITY to provide Services during the PROJECT.

4. AGENCY CONTACTS

4.1 All contact between the PARTIES, including, but not limited to billing and AGREEMENT administration will be between the representatives of each PARTY or their designee as follows:

STATE	CITY
Julia Mizuhata, P.E. Construction Project Engineer	Geoffrey Getchman Seattle Police Department
200 SW Michigan St. Suite 101 Seattle, WA 98106-3906	610 Fifth Avenue Seattle, WA 98124-4986
Phone: 206-764-4105	Phone: 206-684-8722
Email: mizuhaj@wsdot.wa.gov	Email:.geoffrey. getchman@seattle.gov

5. MODIFICATIONS

5.1 Any modification to the terms and conditions of this AGREEMENT shall be made by written amendment to this AGREEMENT signed by both PARTIES.

6. INDEMNIFICATION AND HOLD HARMLESS

6.1 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 property), arising out of, or in any way resulting from, each PARTY's negligent acts or omissions. 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 property) is caused by the sole negligence of the PARTY its officers, officials, employees, or agents. Where such claims, suits, or actions result from

the 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 the PARTY's, its officers', officials', employees', or agents' own negligence.

6.2 This indemnification shall survive the termination of this AGREEMENT.

7. DISPUTES

7.1 The designated representatives, herein under section 4. AGENCY CONTACTS, shall use their best efforts to resolve disputes between the PARTIES. If these individuals are unable to resolve a dispute, the responsible project directors of each PARTY shall review the matter and attempt to resolve it. If they are unable to resolve the dispute, the matter shall be reviewed by the department directors of each PARTY or designee. The PARTIES agree to exhaust each of these procedural steps before seeking to resolve disputes in a court of law or any other forum.

8. VENUE

8.1 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.

9. AUDITS/RECORDS

9.1 During the progress of the Services 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 Services 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 Services 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 3-year retention period.

IN WITNESS WHEREOF, the PARTIES hereto have executed this AGREEMENT as of day and year first written above.

CITY OF SEATTLE
SEATTLE POLICE DEPARTMENT

By: C.S. Kimerer
Clark S. Kimerer
Deputy Chief for Administration

Date: 4/16/07

STATE OF WASHINGTON
DEPARTMENT OF TRANSPORTATION

By: Russell S. East
Russell S. East, P.E.
Assistant Regional Administrator
King and Snohomish Counties

Date: 4/24/07

APPROVED AS TO FORM:

By: Leo Poort
Leo Poort
SPD Legal Advisor

Date: 4/16/07

APPROVED AS TO FORM:

By: Ann E Salay
Ann E. Salay
Assistant Attorney General

Date: 4-6-07

Scope of Work – Exhibit A

The CITY will provide officer flagging at the intersection of Spokane Street and First Ave S. Two active officers and a relief officer will provide Services a minimum of four hours per day, estimated time frame to be from 6:00 am to 12:00 noon. The STATE estimates a total of 350 hours of man hours will be needed. Actual hours that Services will be provided will be determined by the STATE's representative.

The estimated dates that Services will be provided are August 10, 2007 through August 29, 2007.

The CITY will provide officers for additional Services as requested by the STATE's representative. The Services will include, but not be limited to, speed enforcement and other intersection flagging not yet identified. The STATE estimates that a total of 120 man hours will be needed.

The total estimated hours of Services to be provided by the CITY to the STATE = 470 hours.

Cost of Services per hour (all inclusive) = $ 87.97

The total estimated cost of the Services = $ 41,345.90

As required by City of Seattle Permit Application #50064. The STATE will provide construction signing for the intersection flagging.

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