

**Pierce County Sheriff Assistance**  
**GCA-6362**

This Agreement is made and entered into between the STATE OF WASHINGTON Department of Transportation, hereinafter the "STATE," and the Pierce County Sheriff Department, 930 Tacoma Avenue, Tacoma, WA 98402, hereinafter the "SHERIFF."

WHEREAS, the STATE has a project for road work on SR 161, known as SR 161, 24<sup>th</sup> Street East to Milton Way, hereinafter the "Project," and

WHEREAS, the SHERIFF patrols City of Edgewood (City) roadways under contract to the City, and

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

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 SHERIFF agrees to furnish uniformed personnel (deputies), 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 administration Project Engineer or his/her designee.

1.3 The STATE's Project Engineer or his/her designee shall provide to the SHERIFF a written request, describing the nature of traffic control work required.

1.4 The SHERIFF deputies shall be under the sole direction, management, and control of the SHERIFF or his/her designee and shall perform the traffic control work for the STATE's Project as requested under the terms of this Agreement in a manner consistent

with the SHERIFF's policies and 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 work requested under this Agreement shall be at the sole discretion of the SHERIFF or his/her designee.

1.6 Unless modified upon notification, the Parties representatives are:

The STATE's representative:

Neal Uhlmeier  
Lacey Project Engineer  
7912 Martin Way, Suite E  
PO Box 47448  
Lacey, WA 98516-7448  
(360) 412-3420  
uhlmeyn@wsdot.wa.gov  
Fax – (360) 412-3424

The SHERIFF's Department representative:

Sheriff Paul A. Pastor, Jr.  
930 Tacoma Avenue  
Tacoma, WA 98402  
(253) 798-3430  
Fax – (253) 798-6712

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

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

## **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 work to be done by the SHERIFF, agrees to reimburse the SHERIFF for the actual direct salary and direct non-salary costs of the work; provided, however, that when the STATE requires traffic control work for less than a three (3) hour period, the SHERIFF shall be reimbursed for a full three (3) hour period.

3.2 The estimated total cost for traffic control work to be performed by the SHERIFF at STATE expense is Twenty Thousand Dollars (\$20,000.00). The hourly rates to be billed shall be each individual deputy's current all inclusive pay rate. These rates are established at a maximum amount payable of \$66.94/hr. for standard hours worked and a maximum of \$81.00/hr. for overtime hours worked. In the event any or all of the deputies are provided an hourly rate increase for either standard or overtime hours, the hourly rate to be billed may be adjusted by the SHERIFF. These rates include all associated labor, benefits, equipment, and vehicle costs. No overhead charges shall be paid by the STATE pursuant to Agreement OH 00003, effective February 2, 1993.

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

3.5 During the progress of the traffic control work and for a period not less than three (3) years from the date of the final payment to the SHERIFF, the records and accounts pertaining to the traffic control 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 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.

3.6 INCREASE IN COST: In the event unforeseen conditions require an increase in the estimated total costs pursuant to Subsection 3.2, for 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.

#### 4. DISPUTES

- 4.1 The Parties shall work collaboratively to resolve disputes and issues arising out of, or related to this Agreement. Disagreements shall be resolved promptly and at the lowest level of hierarchy. To this end, following the dispute resolution process in Sections 4.1A through 4.1D shall be a prerequisite to the filing of litigation concerning any dispute between the Parties:
- A The representatives, designated in Section 1.6, or their designees, shall use their best efforts to resolve disputes and issues arising out of, or related to this Agreement. The representatives shall communicate regularly and provide staff support to resolve any disputes or issues related to the successful performance of this Agreement.
  - B A Party's representative or designee shall notify the other Party in writing of any dispute or issue that the representative believes may require resolution according to Section 4.1D. The representatives shall meet within five (5) working days of receiving the written notice and attempt to resolve the dispute.
  - C In the event the representatives, or designees, cannot resolve the dispute or issue, the SHERIFF and the STATE Region Administrator, or their designees, shall meet and engage in good faith negotiations to resolve the dispute.
  - D In the event the SHERIFF and STATE Region Administrator, or their designees, cannot resolve the dispute or issue, the SHERIFF and the STATE shall each appoint a member to a disputes board. These two members shall then select a third member not affiliated with either Party. The three member board shall conduct a dispute resolution hearing that shall be informal and unrecorded. All expenses for the third member of the Dispute Resolution board shall be shared equally by both Parties; however, each Party shall be responsible for its own costs and fees.

#### 5. INDEMNIFICATION AND HOLD HARMLESS

5.1 To the extent provided by law, each Party shall protect, defend, indemnify, and save harmless the other Party, its deputies, 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 intentional or negligent act or omission of the other Party, its deputies, 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 deputies, officials, employees, or agents, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's, its deputies', officials', employees', or agents' own intentional acts, negligence, 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.

## **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. TERMINATION**

8.1 Either Party may terminate this Agreement by giving thirty (30) days written notice to the other Party.

## **9. WORKING DAYS**

9.1 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 date last below written.

PIERCE COUNTY SHERIFF

STATE OF WASHINGTON  
DEPARTMENT OF TRANSPORTATION

By: Paul A Pastor

By: Steve Roark

Sheriff Paul A. Pastor, Jr  
Pierce County Sheriff

Steve Roark, Assistant Region  
Administrator for Construction

Date: 10-2-09

Date: October 12, 2009

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: [Signature]

By: Paul Salay

Sheriff's Attorney

Assistant Attorney General

Date: 10-1-09

Date: 9-23-09