

CONTRACT TO PERFORM GOVERNMENTAL ACTIVITIES
Between
THURSTON COUNTY
And
CITY OF OLYMPIA

THIS CONTRACT is entered into in duplicate originals between THURSTON COUNTY, hereinafter "County," and City of Olympia, hereinafter "City".

WHEREAS, it is to the mutual advantage of the County and the City to cooperate in annual long line paint striping, as described herein, in order to make the most efficient use of their powers to provide services and facilities needed by the citizens residing within their respective jurisdictions; and

WHEREAS, RCW 39.34.080 authorizes a public agency to contract with another public agency to perform any governmental service which each public agency is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract;

NOW, THEREFORE, in consideration of the mutual promises and covenants recited herein, it is mutually agreed by the parties as follows:

I. PURPOSE

The purpose of this Contract is to provide for paint striping services on designated City streets.

II. SERVICES

The work under this Contract shall consist of long line paint striping services of designated City streets. The paint striping work will be completed by September 30 of this year unless otherwise agreed to by the parties.

The City and County will prepare a separate scope of services document (hereinafter "document") which will identify, among other things, the specific streets to be paint striped, a schedule of when the work will be performed, the hourly rate to be charged by the County and the maximum compensation which cannot be exceeded by the County without the City's permission. This document shall be incorporated into and become a part of this Contract. The County and the City agree the document will be negotiated by July 18th of this year. If the document is completed after that date, the work will be subject to the County's availability and best efforts to include this work in the County's road work schedule for this year.

III. DURATION

The terms and performance of this Contract shall commence after the approval by the governing body of each party and following the filing of this Contract as required by RCW

39.34.040. This Contract shall terminate on December 31, 2008, unless terminated sooner as provided herein.

IV. RESPONSIBILITY OF THE COUNTY

The County shall:

Provide equipment and staff to paint stripe designated City streets. The equipment and staff provided by the County consists of a paint striper and flat bed truck to carry additional paint totes and three County employees.

Paint and bead applications rates shall be defined in the document or by mutual agreement made subsequent to the document. Any subsequent agreement shall be in writing signed by an authorized representative of the parties and therein incorporated into the document.

Follow all industry standards for safe work practices in the performance of County responsibilities for the paint striping services set forth in this Contract, both for its employees and for the traveling public,

Upon request by the City, the County may be able to provide additional staff and equipment. Any additional staff or equipment will be outlined in the document.

V. RESPONSIBILITY OF THE CITY

The City shall:

Be responsible for filing this Contract as required by RCW 39.34.040 and paying for any costs associated therewith. The City shall be responsible for all public notification with regards to line striping being performed by the County on behalf of the City. The City will be responsible for all costs associated with public notification.

Be responsible for purchasing all paint, beads and other associated materials to complete the work. The City shall also be responsible for any quality assurance testing on paint, beads and other associated materials.

Be responsible for providing all traffic control including but not limited to lead vehicles, tailing vehicles, traffic control devices, and operators.

Be responsible for reimbursing the County costs for performance of County responsibilities including but not limited labor, equipment, overhead (23% of labor costs) and materials if necessary.

Be responsible for authorizing County work to begin on agreed upon work days and provide a minimum 24 hour notice to the County for any delay or canceling of scheduled work. If notification is less than 24 hours, then the City will be responsible for any costs incurred by the County as result of the schedule change.

Be responsible for claims management, resolution, and payment of claims arising out of the County's work resulting in real or personal property damage or destruction. "Claim" means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorneys fees, attributable to damage or destruction of real or personal property including loss of use resulting therefrom.

VI. PAYMENT

The City agrees to pay the County for line striping services performed and invoiced no later than October 31, 2008 unless otherwise agreed to by the parties. The City will make payment to the County within 30 days of receipt of the County's invoice.

VII. ADMINISTRATION

The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Contract and for coordinating and monitoring performance under this Contract. In the event such representatives are changed, the party making the change shall notify the other party.

The County's representative shall be Scott Davis, 9605 Tilley Rd SW, Olympia WA 98512, 360-709-3034, davissa@co.thurston.wa.us

The City's representative shall be Rick Knostman, 1401 Eastside St SE, Olympia, WA 98501, 360-753-8438, rknostma@ci.olympia.wa.us

Wherever written notice is required under this Contract, such notice shall be provided to the representatives designated above.

VIII. RELATIONSHIP OF THE PARTIES

The employees or agents of each party who are engaged in the performance of this Contract shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

No separate legal entity is created. No joint organization whatsoever is created. No common budget is to be established. No personal or real property is to be jointly acquired or held. This Contract is for the benefit of the parties, and no third party beneficiary relationship is intended.

IX. INDEMNIFICATION AND HOLD HARMLESS

The County shall hold harmless, indemnify and defend the City, its officers, officials, employees and agents, solely for third party claims relating to bodily injury or death, including costs and attorneys fees in defense thereof, caused by or arising out of the County's negligence in the performance of this Contract.

The City shall hold harmless, indemnify and defend the County, its officers, officials, employees and agents, solely for third party claims relating to bodily injury, sickness, or death or real or personal property damage or destruction and loss of use thereof, including costs and attorneys fees in defense thereof, caused or arising out of City's actions or inactions in the performance of its obligations under this Contract.

In the event of the concurrent negligence of the parties, each party's obligations hereunder shall apply only to the extent of fault attributable to that party, its officers, officials, employees, and agents.

X. TERMINATION

Either party may terminate this Contract upon thirty (30) days prior written notice to the other party. If this Contract is so terminated the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Contract prior to the effective date of termination. The indemnification and hold harmless provisions of this Contract shall survive termination of the Contract.

XI. CHANGES, MODIFICATIONS, AND AMENDMENTS

The Contract may be changed, modified, amended or waived only by written agreement executed by the parties hereto.

XII. GOVERNANCE

This Contract is entered into pursuant to and under the authority granted by the laws of the State of Washington and any applicable federal laws. The provisions of this Contract shall be construed to conform to those laws. Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Thurston County, Washington.

XIII. SEVERABILITY

If any provision of this Contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Contract which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Contract, and to this end the provisions of this Contract are declared to be severable.

XIV. WAIVER

A failure by either party to exercise its rights under this Contract shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Contract unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Contract.

XV. ENTIRE CONTRACT

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed this 14 day of July, 2008.

City of Manager
City of Olympia, Washington

Board of County Commissioners
Thurston County

Maiane Oberguill
Chairman

City Manager

Attest:

Paul Marshall
Vice-Chairman

City of Olympia Clerk

Approved as to Form:

Carly Kufe
Commissioner

City of Olympia Attorney

ATTEST:

Roberta J. Bourne
Clerk of the Board

Approved as to Form:
Edward G. Holm
Prosecuting Attorney

By: Catherine Salvi
Deputy Prosecuting Attorney