

## AGREEMENT FOR SERVICES

### TESTING

This agreement ("Agreement") is made and entered into this 12 day of July, 2012, by and between Mukilteo Water and Wastewater District, a Washington municipal corporation ("District"), and the City of Mukilteo, a Washington municipal corporation ("City") (individually a "Party" and collectively the "Parties"), for the purposes set forth below.

#### 1. RECITALS

1.01 District provides water and sewer services to a geographic area within and without the City of Mukilteo in Snohomish County, Washington. District maintains a lab which is certified by the State of Washington to conduct fecal coliform testing on storm water. City provides storm water services to a geographic area within the City of Mukilteo in Snohomish County, Washington.

1.02 City desires to receive testing services ("Testing Services" or a "Test") from District. District is willing to provide the Testing Services on certain terms and conditions as set forth herein.

1.03 In consideration of the terms and conditions set forth below, the Parties agree as follows:

#### 2. DISTRICT TESTING SERVICES

2.01 Scope of Services. District agrees to provide the Testing Services to City.

2.02 Compensation and Payment. City shall pay District the amount of Twenty-Five Dollars (\$25.00) for each Test. District reserves the right to adjust the charge for Testing Services upon thirty (30) days prior written notice to the City.

a. District shall submit by email or mail a monthly bill to City for all Testing Services provided by the District during the previous month.

b. City shall pay the monthly bill within thirty (30) days of receipt. In the event City fails to pay any invoice within thirty (30) days of receipt, such unpaid invoice shall bear interest at the rate of one percent (1%) per month until the amount of such unpaid invoice, plus interest thereon shall be paid in full.

2.03 Schedule of Work. District shall commence the performance of its Testing Services upon receipt of notice from the City to do so. City shall deliver test samples to District. District shall provide test results to City within one work week of receiving the test sample. District shall provide test results to City via email and regular mail.

2.04 Contract Term. Either Party may terminate this Agreement upon forty-five (45) days prior written notice to the other Party.

2.05 Indemnification. City agrees to indemnify, defend and hold District harmless from any and all losses, claims, demands, payments, suits, liabilities or judgments of every nature and description brought or recovered against the District for damages to persons or property relating to or arising out of this Agreement (collectively referred to as "Damages"), except to the extent any Damages resulted from the negligence of the District.

2.06 No Third-Party Rights. This Agreement is for the benefit of City and District and no person or entity shall have any rights under this Agreement as a third-party beneficiary.

2.07 Notices. Unless otherwise specified in this Agreement, any notice to be given, document to be delivered or payment to be made by either Party to the other shall be delivered in person, sent via fax or email, or mailed to the District or the City at the following addresses:

District: Mukilteo Water and Wastewater District  
Attn: General Manager  
P.O. Box 260  
Mukilteo, WA 98275-0260

City: City of Mukilteo  
Attn: Assistant City Engineer  
11930 Cyrus Way  
Mukilteo, WA 98275

2.08 Effective Date. This Agreement shall take effect upon the date by which a duly authorized representative for each Party signs this Agreement. Each Party represents that it has the full power and authority to enter into this Agreement.

2.09 Attorney's Fees. Should either Party commence any legal action relating to the provisions of this Agreement, the prevailing party shall be awarded judgment for all costs of litigation, including, but not limited to, costs, expert witness fees and reasonable attorney's fees, including all such costs and fees incurred on appeal.

Mukilteo Water and Wastewater District ("District")

By:  \_\_\_\_\_

Its: General Manager

Dated: 7/12/2012 \_\_\_\_\_

City of Mukilteo ("City")

By:  \_\_\_\_\_

Its: PUBLIC WORKS DIRECTOR

Dated: 7-10-12 \_\_\_\_\_