

City of Lakewood
OFF DUTY POLICE SERVICES CONTRACT

This agreement is made and entered into this 7th day of September, 2011 by and between the City of Lakewood and Clover Park School District #400, hereinafter identified as the Contractor.

WHEREAS, the Contractor owns, operates or manages a business for profit or non-profit within the City and in connection therewith required police related services or assistance; and

WHEREAS, the City is able to provide duly commissioned law enforcement officers to provide police related services to the Contractor subject to payment for services; and the approval of the City's Chief of Police; and

WHEREAS, the duly commissioned officers who may provide such service will be assigned to extra duty under this contract during their off-duty hours which will not conflict with their law enforcement responsibilities for and duties to the City:

NOW, THEREFORE, the parties agree as follows:

1. SCOPE OF PERFORMANCE.

The City shall provide the Contractor with extra duty police officer services as described below:

- (a) Number of officers: As requested by the Contractor subject to the approval of the City's Chief of Police. Contractor requests four (4) officers.
- (b) Hours and dates to be worked. As requested by the Contractor subject to the approval of the City's Chief of Police, with a four (4) hour minimum extra duty time per event. Contractor requests services on school days during school hours or scheduled after hour school special security events.
- (c) Specific location of service. As requested by the Contractor subject to the approval of the City's Chief of Police. Contractor requests service at various Clover Park School District schools, facilities and properties.
- (d) Duty of Officers: The officers agree to provide proactive law enforcement services for and at various Clover Park School District schools, facilities and properties. Such services shall include but not limited to, collaborating with management on issues of safety and security, responding for calls for service, conducting criminal investigations, making arrests, writing official reports, issuing exclusion orders, monitoring activities at various Clover Park School District schools, facilities and properties, Lakewood, Washington, parking lots

and ensuring the safety and security of the employees, staff and visitors to the various Clover Park School District schools, facilities and properties, Lakewood, Washington. These services shall be provided in full uniform and shall be accompanied by a marked patrol vehicle. It is the expectation that the officers scheduled for pre-determined shifts will be present to complete their shifts, notwithstanding the following circumstances: agency callback, late call/report from primary employment, family emergency, personal illness, all of which will be considered excused. The officers understand that it shall be their responsibility to make appropriate notifications to the management and to make every attempt to find a replacement for their shifts. Failure to show for a scheduled shift for reasons other than described as excused will be considered a breach of this agreement and may result in sanctions resulting from a written warning up to termination of this contract.

2. CONTRACT TERM.

The term of performance of the contract shall be from September 8, 2011 until August 31, 2012.

Either party may terminate this Agreement for any reason and at any time when, in its sole discretion, it is in the best interest of the terminating party by giving ten (10) days prior written notice to the other party. Cancellation of extra duty assignment by the Contractor less than twenty-four (24) hours before the duty is scheduled to begin results in charge of three-hour minimum fee for each officer assigned.

3. COMPENSATION.

Contractor shall pay the City as full compensation for all police services furnished under this contract a fee of \$42.00 per hour of officer time for each officer as itemized below.

a. Hourly Wage Rate (Four Hour Minimum)	\$ 34.83
b. Social Security Cost	\$ 1.66 (4.77%)
c. Retirement	\$ 1.90 (5.46%)
d. Medicare	\$ <u>.51</u> (1.45%)
e. Unemployment	\$ <u>.38</u> (1.09%)
f. Labor & Industries	\$ <u>.72</u>
g. Administrative Overhead (per hr/per officer)	\$ <u>2.00</u>

TOTAL COST PER OFFICER PER HOUR: \$ 42.00

For special event security services outside of normal school hours, Contractor shall pay the City as full compensation for all police services furnished under this contract a fee of \$45.00 per hour of officer time as itemized below.

a. Hourly Wage Rate (Four Hour Minimum)	\$ 37.49
b. Social Security Cost	\$ 1.79 (4.77%)
c. Retirement	\$ 2.05 (5.46%)
d. Medicare	\$.54 (1.45%)
e. Unemployment	\$.41 (1.09%)
f. Labor & Industries	\$.72
g. Administrative Overhead (per hr/per officer)	\$ <u>2.00</u>
TOTAL COST PER OFFICER PER HOUR:	\$ 45.00

4. PAYMENT.

The Contractor shall compensate the City for law enforcement services described herein pursuant to the all-inclusive payment rate shown above. The City shall invoice the Contractor on the 15th of the month following the service and include detailed service information, including actual service hours and all-inclusive hourly rate per officer. Payment shall be made by a check payable to the City of Lakewood and sent to the City within thirty (30) calendar days after receipt of invoice. Payments will include a processing fee of \$10.00. Payments to the City that are received later than thirty (30) days following the invoice dates shall accrue interest at the rate of 12% per annum on the balance due. All payments shall first be applied to the accrued interest.

The Contractor shall not be financially liable for scheduled law enforcement services which are not actually performed if the work performed was because an officer was unable to complete his shift. However, the Contractor is financially liable for scheduled law enforcement services at the designated hourly minimum in all other circumstances.

5. DUTY STATUS.

Each police officer assigned to work pursuant to this contract is subject to call by the City's Chief of Police or the Chief's designee at any time for emergencies, special assignment, or overtime duty. Extra duty employment shall not infringe or interfere with this obligation.

6. ADHEARANCE TO CITY POLICIES AND PROCEDURES – SCOPE OF WORK.

Police officers engaged in extra duty employment are obligated to discharge all duties of their office and adhere to the City's Police department policies and procedures at all times. Such officers shall obey, uphold and enforce the laws of the City and State of Washington and the Constitutions of the State of Washington and the United States of America at all times. Such officers shall understand that while they are on duty or engaged in extra duty assignment under this contract, they may be subject to discipline by the City. Police officers performing work pursuant to this contract shall only provide law enforcement/peacekeeping services as specified in Section 1(d) of this contract and they are at all times while performing said services subject to the direction and control of the City police department only.

7. NO SPECIAL DUTY TO CONTRACTOR OR OTHERS.

Police officers on extra duty assignment have a primary obligation to the City, not the Contractor. They are expected to discharge all duties of their office while performing pursuant to this contract and are not required to perform any non-law enforcement/peacekeeping functions for Contractor. Furthermore, this contract and performance thereof by the City police officers shall not create any special relationship with any person or duties to protect any specific persons from harm or injury including the party signing this contract. The law enforcement/peacekeeping duties to be performed pursuant to this contract are the same in extent and scope as those provided by police officers to every member of the public.

8. NONDISCRIMINATION.

The Contractor shall not discriminate on the basis of race, color, sex, religion, national origin, creed, age or the presence of any sensory, mental or physical handicap.

9. LIABILITY.

Each party shall be responsible and liable for the consequences of any act or failure to act on the part of itself, its employees and its agents. Each party shall be responsible for its own negligence; neither party shall indemnify or hold the other party harmless.

10. NOTICES.

All notices and other material to be delivered under this contract shall be in writing and shall be delivered or mailed to the following addresses:

City of Lakewood
6000 Main Street
Lakewood, WA 98499
ATTN: Finance Department

Clover Park School District
10903 Gravelly Lake Dr SW
Lakewood, WA 98499
Attn: Administrator for Business Services

Or such other addresses as either party may, from time to time, designate in writing.

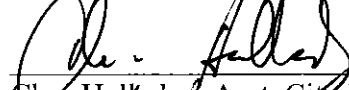
11. ENTIRE AGREEMENT.

No modification or amendment of this contract shall be effective unless in writing and signed by authorized representatives of the parties. This contract contains the entire agreement

between the parties and may not be enlarged, modified or altered except in writing signed by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on this date, the _____ day of September, 2011.

CITY OF LAKEWOOD



Choi Halladay, Asst. City Manager/Date

 9-7-11
Mike Zaro, Assistant Chief of Police/Date

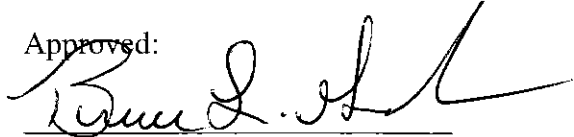
Attest:


Alice Bush, City Clerk/Date 9-7-11

Approved as to legal form only:

 9-7-11
Anita Booker-Hay, Asst. City Attorney/Date

Approved:



Clover Park School District
Date: Sept 8, 2011

Date: _____