FIRST ADDENDUM TO THE CITY OF LAKEWOOD CONTRACT FOR OFF DUTY POLICE SERVICES

THIS ADDENDUM is made and entered into this 31st day of December, 2010, by and between the City of Lakewood (City) and DSHS, Western State Hospital (Contractor). The parties do hereby agree to the following addendum to the original agreement executed January, 2010.

ITEM ONE. That Item 1(b) entitled “Scope of Performance” shall be amended to read:

(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. The dates and times of service will vary as needed.

ITEM TWO. That item two (2) entitled “Contract Term” shall be amended to read:

“The term of this addendum shall begin January 1, 2011, and end December 31, 2011.”

Either party may terminate this Agreement for any reason at any time when, in its sole discretion, it is in the best interest of the terminating party, by giving ten (10) day’s 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 two-hour minimum fee for each officer assigned.

ITEM THREE: That item 3(a) entitled “Compensation” shall be amended to read:

a. Hourly Wage Rate (Four Hour Minimum) $51.00

ITEM FOUR: That item four (4) entitled “Payment” shall be amended to read:

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.

ITEM FIVE: REMAINING TERMS UNCHANGED. That all other provisions of the original agreement for services provided to DSHS, Western State Hospital shall remain unchanged, and in full force and effect.
IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the date written above.

CITY OF LAKewood

Choi Halladay, Assistant City Manager
Date: 2/1/2010

Mike Zaro, Assistant Chief of Police
Date: 12-2-10

Attest:

Alice M. Bush, MMC, City Clerk
Date: 2-20-10

APPROVED

Contractor/Chief Designee
Date: 9-6-11
Title: Contracts Manager
Western State Hospital
Charm Reimer, CFO
9601 Steilacoom Blvd SW
Lakewood, WA 98499
253-756-2840

Anita Booker-Hay, Assistant City Attorney
Date: 2/10/10

First Addendum to City of Lakewood
Contract for Off Duty Police Services with DSHS, Western State Hospital - January 1, 2011 through December 31, 2011