

GCB 2940
WSDOT / LACEY POLICE DEPARTMENT
EXTRA-DUTY POLICE SERVICES CONTRACT

This Agreement, hereinafter "Agreement", is made and entered by and between the Washington State Department of Transportation, hereinafter "WSDOT," and the City of Lacey, acting through its Police Department, hereinafter the "CITY," individually the "Party" and collectively the "Parties."

RECITALS

1. WSDOT has a project for road work on State Route 5 known as I-5/SR 510 Interchange Reconstruct Interchange, hereinafter the "Project," located within the CITY, and in connection therewith, requires traffic control assistance; and
2. The CITY is able to provide duly commissioned law enforcement officers to provide traffic control assistance to the WSDOT, subject to payment for services and the Chief of Police's approval; and
3. The police officers who may provide such services will be assigned to extra-duty under this Agreement during their off-duty hours which will not conflict with their law enforcement responsibilities for and duties to the CITY,

Now, Therefore, pursuant to chapter 39.34 RCW, the above recitals that are incorporated herein as if fully set forth below, and in consideration of the terms, conditions, covenants, and performances contained herein, and the attached Exhibit A and incorporated and made a part hereof, the Parties agree as follows:

1. Scope of Performance
 - 1.1 The CITY agrees to furnish, subject to the terms of this Agreement, uniformed police officers, vehicles and associated equipment to assist the WSDOT in traffic control when requested by the WSDOT.
 - 1.2 The WSDOT shall provide to the CITY's Police Chief, or designee, a written request fourteen (14) calendar days prior to the required services, describing the nature of the traffic control required and the number of police officers and equipment needed. The WSDOT's request will identify the dates and hours needed for the following locations within the CITY:

SR 510 MP 0.00	Intersection of SR 510 & SB Ramps
SR 510 MP 0.11	Intersection of SR 510 & NB Ramps
SR 510 MP 0.19	Intersection of SR 510 & Quinault Drive
 - 1.3 The CITY's Police Chief, or designee, has the sole authority to approve the police officer and equipment assignments and agrees to notify the WSDOT five (5) calendar days before the needed services as to whether the CITY can provide the police officers and equipment. If CITY police officers are provided, the police officers shall be under the sole direction, management, and control of the CITY's Police Chief or designee, and shall

perform the traffic control duties for the WSDOT's Project as requested under the terms of this Agreement in a manner consistent with CITY policy, applicable state and local laws, and the constitutions of the State of Washington and the United States.

- 1.4 The Parties agree that the WSDOT is not required to request traffic control from the CITY and that the WSDOT may utilize the services of the Washington State Patrol in its sole discretion.

- 2. Agreement Term

- 2.1 The term of performance of the Agreement shall be from the date of full execution to December 31, 2021. This Agreement shall terminate upon completion of the WSDOT's Project, except for those provisions herein noted.

- 2.2 Either Party may terminate this Agreement when in its sole discretion, it is in the best interest of the terminating Party, by giving one (1) week's prior written notice to the other Party.

- 3. Compensation

- 3.1 The WSDOT shall pay the CITY full reimbursement for all police services furnished under this Agreement, including vehicles and associated equipment, wage rates, labor, benefits, and overhead costs.

The estimated total cost for traffic control work to be performed by the CITY is Twenty Four Thousand and No/100s Dollars (\$24,000.00). The CITY shall bill the WSDOT a rate of eighty and No/100s dollar per hour (\$80.00/hr.) for overtime hours worked. These rates include all direct and associated indirect costs.

- 4. Payment and Record Retention

- 4.1 The WSDOT, in consideration of the faithful performance of the traffic control to be done by the CITY, agrees to reimburse the CITY for the traffic control services described herein pursuant to the all-inclusive payment rate and estimated monthly/annual service schedule identified in Section 3.1. The CITY shall invoice the WSDOT on or after the first of the month for services and include detailed service information, including actual service hours per officer and vehicles and/or equipment used. Payment shall be made by a state voucher payable to the City of Lacey, and sent to the CITY within thirty (30) calendar days after receipt of a detailed invoice. The CITY agrees to submit a final bill to the WSDOT within forty-five (45) calendar days after notification by the WSDOT that CITY's services for traffic control assistance are no longer required.

- 4.2 The WSDOT shall not be financially liable for scheduled law enforcement services which are not actually performed; however, when the WSDOT requires the CITY's traffic control assistance for less than a three (3) hour period, the CITY shall be reimbursed for a full three (3) hour period. If a police officer has begun extra-duty services under this Agreement and then is called by the Chief of Police or designee for an emergency, special assignment or overtime duty, the WSDOT agrees to reimburse the CITY for only the time the CITY actually performed the traffic control assistance.

- 4.3 During the progress of the services and for a period of not less than six (6) years from the date of final payment to the CITY, the records and accounts pertaining to the services performed under this Agreement, and accounting thereof, 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 services will be furnished upon request. Upon the occurrence of any litigation, claim, or audit the records and accounts along with supporting documentation shall be retained until each litigation, claim, or audit finding has been resolved even though such litigation, claim, or audit continues past the six (6)-year retention period.

5. Duty Status

- 5.1 Each police officer assigned traffic control work pursuant to this Agreement is subject to call by the Chief of Police or designee at any time for emergencies, special assignment, or overtime duty. Extra-duty employment under the terms of this Agreement shall not infringe or interfere with this obligation.

6. Adherence to City Policies and Procedures

- 6.1 Police officers engaged in extra-duty employment are obligated to discharge all duties of their office and to 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 the 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 Agreement, they may be subject to discipline by the CITY. Police officers performing services pursuant to this Agreement shall only provide traffic control services as specified herein, and they are at all times while performing said services subject to and under the sole direction and control of the CITY police department.

7. No Special Duty to Contractor or Others

- 7.1 Police officers on extra-duty assignment have a primary obligation to the CITY, not the WSDOT. They are expected to discharge all duties of their office while performing pursuant to this Agreement and will not perform any non-law enforcement/peacekeeping functions for WSDOT. Furthermore, this Agreement 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 Agreement. The law enforcement/peacekeeping duties to be performed pursuant to this Agreement are the same in extent and scope as those provided by police officers to every member of the public.

8. Nondiscrimination

- 8.1 The WSDOT shall not discriminate on the basis of race, color, sex, religion, national origin, creed, age, the presence of any sensory, mental or physical handicap, or any other protected class status.

9. Dispute Resolution

- 9.1 In the event that a dispute arises under this Agreement, it shall be resolved as follows: The WSDOT and the CITY shall each appoint a member to a disputes board, these two members shall select a third board member not affiliated with either Party. The three-member board shall conduct a dispute resolution hearing that shall be informal and unrecorded. An attempt at such dispute resolution in compliance with aforesaid process shall be a prerequisite to the filing of any litigation concerning the dispute. The Parties shall equally share in the cost of the third disputes board member; however, each Party shall be responsible for its own costs and fees.

10. Indemnification and Hold Harmless

10.1 To the extent provided by law, each Party to this Agreement shall protect, defend, indemnify, and save harmless the other Party, its officers, 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 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 negligence of the Party, its officers, 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 officers, officials, employees, or agents, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the PARTY's, its officers', officials', employees', or agents' own negligence. This indemnification shall survive any termination of this Agreement.

10.2 The Parties do not intend to create any "special relationship" or "special duty" by entering into this Agreement and the CITY expressly disclaims any guarantee as to the safety or security of persons or property of the WSDOT, its officers, agents, employees, contractors, and subcontractors, or the public traveling through or in the vicinity of the Project site; and makes no representations or warranties as to such safety or security by entering into this Agreement. Specifically, the Parties understand and agree that the City of Lacey has no greater duty with regard to the safety and security of persons or property of the WSDOT, its officers, agents, employees, contractors, and subcontractors, or the public traveling through or in the vicinity of the Project site than it does with regard to the general public in providing law enforcement services throughout the CITY.

11. Venue

11.1 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 Thurston County Superior Court. Further, the Parties agree that each will be solely responsible for payment of their own attorneys' fees, witness fees, and costs.

12. Contacts and Notices

12.1 Contact between the Parties, including but not limited to invoicing and Agreement administration, and notices or materials authorized to be provided will be directed to the below identified Contacts as follows or his/her designee:

CITY:
Dusty Pierpoint
Chief of Police
420 College Street
Lacey, WA 98503
Phone: (360) 459-4333
laceypolice@ci.lacey.wa.us

Chuck Meade
Lacey Project Engineer
7912 Martian Way E, Suite E
Olympia, WA 98516
(360) 412-3420
meadec@wsdot.wa.gov

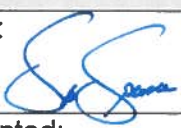
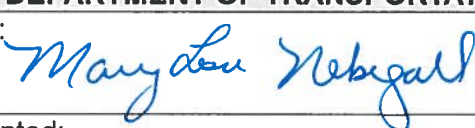
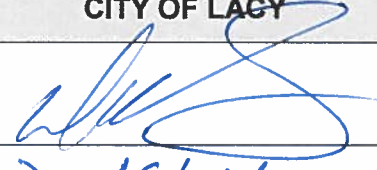
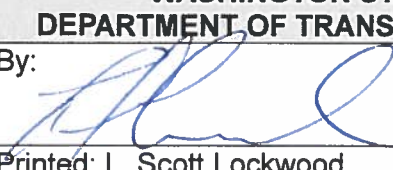
WSDOT:

or such other addresses as either Party may, from time to time, designate in writing.

13. Entire Agreement

13.1 No modification or amendment of this Agreement shall be effective unless in writing and signed by authorized representatives of the Parties. This Agreement 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 hereto have executed this Agreement as of the date last written below.

CITY OF LACY		WASHINGTON STATE DEPARTMENT OF TRANSPORTATION	
By:		By:	
Printed:	Scott Spence	Printed:	MaryLou Nebergall
Title:	City Manager	Title:	ARA for Construction
Date:	5/10/2018	Date:	6/4/18
APPROVE TO FORM CITY OF LACY		APPROVE TO FORM WASHINGTON STATE DEPARTMENT OF TRANSPORTATION	
By:		By:	
Printed:	David Schneider	Printed:	L. Scott Lockwood
Title:	City Attorney	Title:	Assistant Attorney General
Date:	5/7/18	Date:	4/18/2018

Police Presence Hours

The current all-inclusive rate is a maximum of \$80.00/hour

Minimum time block per presence - 4 hours

Activity	Hrs per instance	No. of instances	Total HRS	Enforcing Auth	Notes
Changing Signals	4	14	56	Lacey Police	7 instances on the Marvin Rd at SB ramps and 7 on the NB ramps.
Closing I-5	8	4	32	Lacey Police	One instance on NB and one on SB for Tub Girder Placement. WSDOT will provide additional hours for WSP.
Marvin Rd Closure	4	8	32	Lacey Police	Assumes four Marvin Rd full closures with a police presence on each approach (4 inst. x 2 police)
Commission Temp DDI	40	2	80	Lacey Police	Assume 48 hours of constant monitoring at either end of Marvin Rd
Commission DDI	40	2	80	Lacey Police	Assume 48 hours of constant monitoring at either end of Marvin Rd
			280		

Say 300 HRS

This estimate does not account for police presence for worker safety or incident response related to traffic control. For these, it is our understanding this will be under a separate agreement with WSP and City of Lacey.

Cost	hourly cost	total
Hours	\$80	\$24,000

hourly rate is all inclusive