

RESOLUTION NO. 2930

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN AN EXTRA-DUTY POLICE SERVICES CONTRACT WITH THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION.

The City Council of the City of Bonney Lake, Washington, does hereby resolve that the Mayor is authorized to sign the contract between the City of Bonney Lake and Washington State Department of Transportation, attached hereto and incorporated herein by this reference.

PASSED by the City Council this 11th day of May, 2021.

DocuSigned by:
Neil Johnson, Jr.
20583FB9C281400...
Neil Johnson, Mayor

ATTEST:

DocuSigned by:
Harwood T. Edvalson
E46A10AD29884A...
Harwood T. Edvalson, City Clerk

City of Bonney Lake
City Council Agenda Bill (AB)

Department / Staff Member: Bryan Jeter, Chief of Police	Meeting/Workshop Date: May 11, 2021	Agenda Bill Number: AB21-58
Agenda Item Type: Resolution	Ordinance/Resolution Number: 2930	Councilmember Sponsor:

Agenda Subject: Extra Duty Police Services Contract with the Washington State Dept. of Transportation

Full Title/Motion:
 A Resolution of The City Council of The City of Bonney Lake, Pierce County, Washington, authorizing the Mayor to sign an extra duty police services contract for traffic control assistance with WSDOT.

Administrative Recommendation: Approve

Background Summary: The Washington State Department of Transportation is seeking assistance from the Bonney Lake Police Department with traffic control for the SR 167 Congestion Management Project. WSDOT will reimburse the City for the officer's time.

Attachments: Agreement with WSDOT

BUDGET INFORMATION				
Budget Amount	Current Balance	Required Expenditure	Budget Balance	Fund Source
				<input checked="" type="checkbox"/> General
				<input type="checkbox"/> Utilities
				<input type="checkbox"/> Other
Budget Explanation:				

COMMITTEE, BOARD & COMMISSION REVIEW				
			Yes	No
Council Committee: Public Safety	<i>Approvals:</i>			
	Chair/Councilmember Carter		<input type="checkbox"/>	<input type="checkbox"/>
Committee Date: May 11, 2021	Councilmember Dole		<input type="checkbox"/>	<input type="checkbox"/>
	Councilmember Ishmael		<input type="checkbox"/>	<input type="checkbox"/>
Forwarded to:	Consent Agenda: <input type="checkbox"/> Yes <input type="checkbox"/> No			
Commission/Board Review:				
Hearing Examiner Review:				

COUNCIL ACTION	
Workshop Date(s):	Public Hearing Date(s):
Meeting Date(s): May 11, 2021	Tabled to:

APPROVALS		
Director: Bryan Jeter	Mayor:	Date Reviewed by City Attorney: (if applicable)

GCB 3472
WSDOT / Bonney Lake POLICE DEPARTMENT
EXTRA-DUTY POLICE SERVICES CONTRACT

This Agreement is between the Washington State Department of Transportation, hereinafter "WSDOT," and the City of Bonney Lake, 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 167 known as SR 167/SR 410 to SR 18 – NB Congestion Management, hereinafter the "Project," that requires detour within the CITY, and in connection therewith, requires traffic control assistance.
2. The CITY is able to provide duly commissioned law enforcement officers to provide traffic control assistance to WSDOT, subject to payment for services and the Chief of Police's approval.
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 WSDOT in traffic control when requested by WSDOT.
 - 1.2 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. WSDOT's request will identify the dates and hours needed for the following locations within the CITY:
 - Intersection of Tacoma Ave and Puyallup Street (Stop Sign Controlled)
 - Intersection of Sumner Tapps Highway East and 64th Street East (Signal Controlled)
 - Intersection of the West Bound SR 410 Off Ramp and Sumner Tapps Highway (Stop Sign Controlled)
 - Intersection of the East Bound SR 410 Off Ramp and 166th Ave East (Signal Controlled)
 - 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 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.

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 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 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 Ten Thousand and No/100s Dollars (\$10,000.00). The CITY shall bill WSDOT a rate of One Hundred and No/100s Dollar per hour (\$100.00/hr.) for overtime hours worked. These rates include all direct and associated indirect costs.

4. Payment and Record Retention

4.1 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 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 Sumner 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 WSDOT that CITY's services for traffic control assistance are no longer required.

4.2 WSDOT shall not be financially liable for scheduled law enforcement services which are not actually performed; however, when 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, 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 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 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: 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. The Parties agree that their obligations under this section extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of their officers, officials, employees or agents. For this purpose only, **the Parties, by mutual negotiation, hereby waive**, with respect to each other only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. 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 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 Sumner has no greater duty with regard to the safety and security of persons or property of 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:
 Robert Hoag
 Deputy Sergeant/Traffic Sergeant
 18421 Veterans Memorial Drive E
 Bonney Lake, WA 98391
 Office: (253) 863-2218
 Desk: (253) 447-3265
 hoagr@cibonney-lake.wa.us

WSDOT:
 Michel Cross
 Tacoma Project Office
 2901 South 40th Street
 Tacoma, WA 98409
 (253) 538-3363
 CrossM@wsdot.wa.gov

- 12.2 A Party may designate an alternative representative by notifying the other Party in writing, which includes communication by email.
13. Amendment
- 13.1 This Agreement may be amended by the mutual agreement of the Parties. Such amendments or modifications shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.
14. Severability
- 14.1 Should any section, term or provision of this Agreement be determined to be invalid, the remainder of this Agreement shall not be affected and the same shall continue in full force and effect.

In Witness Whereof, the Parties hereto have executed this Agreement as of the date last written below.

CITY OF BONNEY LAKE	WASHINGTON STATE DEPARTMENT OF TRANSPORTATION
By: <small>DocuSigned by:</small> <i>Neil Johnson, Jr.</i>	By:
Printed: <small>20583FB9C281400...</small> Neil Johnson, Jr.	Printed:
Title: Mayor	Title:
Date: 5/11/2021	Date:
APPROVE TO FORM CITY OF BONNEY LAKE	APPROVED AS TO FORM WASHINGTON STATE DEPARTMENT OF TRANSPORTATION
By: <small>DocuSigned by:</small> <i>Kathleen Haggard</i>	By:
Printed: <small>80F7D25886FB4A3...</small> Kathleen Haggard	Printed:
Title: City Attorney	Title: Assistant Attorney General
Date: 5/11/2021	Date:

Police Presence Hours

The current all-inclusive rate is a maximum of \$95.00/hour

Minimum time block per presence - 3 hours

Activity	Hrs per instance	No. of instances	Number of Officers	Total HRS	Enforcing Auth	Notes
Closing SR 167	40	1	2.5	100	Summer Police	This is for the weekend closure of SR 167

This estimate does not account for police presence for worker safety or incident response related to traffic control.

Cost	hourly cost	total
Hours	\$100	\$10,000

hourly rate is all inclusive