

EXTRA DUTY POLICE SERVICES AGREEMENT

THIS EXTRA DUTY POLICE SERVICES AGREEMENT (“Agreement”) is entered into as of the date written below between the City of Bainbridge Island, a Washington state municipal corporation (“City”), and Kitsap Transit, a Public Transportation Benefit Authority of the State of Washington (“Kitsap Transit”).

WHEREAS, Kitsap Transit owns and operates buses within the City and requires police-related services and assistance on occasion to be provided related to its transit operations; and

WHEREAS, the City is willing to provide Kitsap Transit with such police-related services and assistance in accordance with the terms and conditions of this Agreement (“Agreement”).

NOW, THEREFORE, in consideration of the mutual covenants, conditions, promises, and agreements set forth herein, it is agreed by and between the City and Kitsap Transit as follows:

1. SCOPE OF PERFORMANCE

The City shall provide Kitsap Transit with extra duty police officer services as described below:

- A. Subject to the terms of this Agreement, the City shall provide police services to Kitsap Transit at times and premises requested by Kitsap Transit at locations within the City of Bainbridge Island including, but not limited to, the Bainbridge Island Transfer Center (BITC) at the Washington State Ferry Terminal, at construction and paving locations, on Kitsap Transit buses, and at Kitsap Transit bus locations where crowd control, traffic, and pedestrian safety require police services. The City, through its police officers, agrees to provide to Kitsap Transit routine law enforcement services, exercise of law enforcement powers, protection of life and property, and enforcement of relevant laws.
- B. Subject to approval of the City’s Chief of Police, the City agrees to provide police officer assistance Monday through Friday from 4:00 p.m. to 7:00 p.m. to the two #90 Express buses in leaving the BITC, when such buses are ready to depart, by stopping the flow of unloading traffic from Washington State Ferries until such buses have departed from the BITC.
- C. Whenever possible, Kitsap Transit will provide to the City at least one week advance notice related to police officer assignment requests in order to ensure that officers have adequate notice to sign up for such assignments. Nothing in this Agreement shall be interpreted as an obligation of the City to guarantee coverage of such service requests.
- D. The number of extra duty police officers provided pursuant to Kitsap Transit’s requests shall be subject to the approval of the City’s Chief of Police or designee.
- E. The hours and dates of service provided by extra duty police officers pursuant to Kitsap Transit’s requests shall be subject to the approval of the City’s Chief of Police or designee.

- F. The specific location of service provided by extra duty police officers pursuant to Kitsap Transit's requests shall be subject to the approval of the City's Chief of Police or designee.
- G. Nothing herein shall be interpreted to require the City to provide officers at any given time or location and the City reserves the right to call away officers assigned to this special duty in the event of an emergency or other public safety situation, at the discretion of the City's Chief of Police or designee.
- H. Police officers serving on assignment shall wear departmental uniforms except in situations in which undercover work is requested by Kitsap Transit and preapproved by the City's Chief of Police or the Chief's designee.
- I. Kitsap Transit has contracted for these services in the exercise of its independent business judgment and nothing herein shall be interpreted to imply that the level of law enforcement services within the City is inadequate or inappropriate, such level of service to be determined at the sole legislative discretion of the Bainbridge Island City Council and the day-to-day administrative discretion of the Chief of Police, as well as the executive discretion of the Bainbridge Island City Manager.

2. TERM AND TERMINATION OF AGREEMENT

- A. This Agreement shall become effective upon execution by both parties and shall continue in full force until December 31, 2017, unless sooner terminated by either party, as provided below.
- B. This Agreement may thereafter be extended by mutual agreement of the parties provided, however, that the parties shall review any future increases in the reimbursement amounts specified herein prior to such renewal.
- C. This Agreement may be terminated by either party without cause upon thirty (30) days' written notice to the other party.
- D. Termination of the Agreement shall not relieve either party of any obligation incurred prior to the termination date.

3. PAYMENT

- A. Kitsap Transit shall pay the City, as full compensation for all police services furnished under this Agreement, \$64.00 per hour per officer.
- B. In the event that a City patrol vehicle is required to perform the requested services, Kitsap Transit shall pay the City \$2.85 per hour for such vehicle. This charge shall be all inclusive and shall compensate the City for any and all damage to the vehicle including but not limited to normal wear and tear, the cost of gasoline and insurance, and any other cost or charge associated with the vehicle and maintenance thereof.

- C. Enforcement action taken by police officers during contracted duty assignments could result in an incident and the preparation of incident or arrest reports and prisoner processing. Hours worked in order to complete contracted work shall be billed to Kitsap Transit and may be in excess of the normal hours expressly requested pursuant to this Agreement. Kitsap Transit agrees to pay such unrequested costs to the limited extent necessary to prepare adequate incident or arrest reports and process prisoners, and complete other necessary services due to incidents arising during the performance of this Agreement, regardless of whether hours are beyond requested, contracted service hours. In the event that an officer is required to testify in any judicial proceeding, criminal or civil, connected with any incident, arrest, or incarceration, such costs shall be borne by the City.
- D. Costs incurred by and services provided to Kitsap Transit under this Agreement shall not exceed \$50,000 without the prior approval of both parties. Kitsap Transit shall monitor its costs. This cap amount may be adjusted in any renewal term by mutual agreement of the parties.
- E. The City shall submit monthly invoices for services performed in a previous calendar month in a format acceptable to Kitsap Transit. Kitsap Transit shall pay any undisputed invoice amount within thirty days of the date of the invoice. Such costs shall be billed to Kitsap Transit at 60 Washington Avenue, Suite 200, Bremerton, WA 98337, Attn: Accounts Payable.

4. DUTY STATUS – NO DUTY TO KITSAP TRANSIT

Police officers on extra duty assignment have a primary obligation to the City, not Kitsap Transit. They are expected to discharge all duties of their office. The officers who provide services under this Agreement will be assigned to extra duty during their off-duty hours. Each police officer 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 work under this Agreement shall not infringe upon or interfere with an officer's law enforcement responsibilities for the City.

5. DESIGNATION OF OFFICER

The City, in its discretion, shall approve the assignment of the individual officers, the number of officers, and other issues related to the provision of services under this Agreement. The City reserves the right to suspend services under this Agreement or to unilaterally terminate the Agreement on any given date when necessary in its sole discretion to preserve the peace and safety of the officers and the citizens of the City. Nothing herein shall be interpreted to limit or delegate the City's authority to exercise law enforcement powers. The City warrants that all officers who provide services under this Agreement are adequately trained to serve as a regular commissioned police officers and are officers in good standing for the City.

6. ADHERENCE TO CITY POLICIES AND PROCEDURES

Police officers engaged in extra duty work under this Agreement 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 uphold and enforce the laws of the City and the State of Washington at all times. The officers understand that they may be subject to discipline by the City while they are on duty or engage in extra duty assignment under this Agreement.

7. LICENSE AND CERTIFICATIONS

Kitsap Transit shall be responsible for any and all licenses, fees, and/or insurance required and necessary to perform its normal business in the City of Bainbridge Island. The City shall be responsible for the selection and training of its officers, and any required licenses or certifications necessary for such officers to perform their duties, and shall be fully responsible for the cost of adequately arming and supplying its officers related to the provision of services under this Agreement.

8. INDEPENDENT CONTRACTORS

The police officers assigned pursuant to this Agreement are neither agents nor employees of Kitsap Transit, and the City and Kitsap Transit understand and expressly agree that each such police officer is regarded as an independent contractor with respect to Kitsap Transit in the performance of each and every part of this Agreement. The City shall have full control and supervision of its officers at all times under this Agreement, and the City assumes the entire responsibility for carrying out and accomplishing the police services set forth in this Agreement. The City shall make no claim of Kitsap Transit employment nor shall the City claim any related Kitsap Transit employment benefits, social security, and/or retirement benefits related to the police officers doing work under this Agreement.

9. NOTICES

Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand-delivered to the parties at their addresses as follows:

To the City:	City of Bainbridge Island 280 Madison Avenue North Bainbridge Island, Washington 98110 Attention: City Manager
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To Kitsap Transit:	60 Washington Avenue Suite 200 Bremerton, Washington 98337 Attention: Executive Director
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or to such addresses as the parties may hereafter designate in writing. Such notices shall be deemed effective when mailed or hand-delivered at the addresses specified above.

10. NONDISCRIMINATION AND COMPLIANCE WITH LAWS

Kitsap Transit agrees not to discriminate on the basis of race, creed, color, national origin, marital status, sex, sexual orientation, age, disability, or other circumstance prohibited by federal, state, or local law or ordinance, except for a bona fide occupational qualification.

11. 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.

12. NO THIRD PARTY RIGHT CREATED

Nothing herein shall be interpreted to imply nor create any third-party right, liability, or obligation.

13. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

14. VENUE

The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Kitsap County, Washington.

15. ENFORCEMENT

In the event that any judicial action is necessary to enforce this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorneys' fees. The parties agree, however, that prior to the initiation of any lawsuit, they shall attempt to reasonably resolve their differences through alternative dispute resolution procedures such as mediation or arbitration as the parties may, by their mutual agreement, provide.

16. EXTENT OF AGREEMENT/MODIFICATION

This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified, or added to only by written instrument properly signed by the authorized representatives of both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the later dated signature included below.

KITSAP TRANSIT

CITY OF BAINBRIDGE ISLAND

Date: _____

Date: _____

By: _____
John Clauson, Executive Director

By: _____
Douglas Schulze, City Manager