

SPOKANE COUNTY SHERIFF'S OFFICE
EXTRA DUTY SERVICE CONTRACT

Contract #:2003-000007

THIS CONTRACT is between the Spokane County Sheriff, "SHERIFF," and Community Colleges of Spokane, whose address is, Attn: Purchasing Dept Ste 226 MS 1007, 501 N Riverpoint Blvd, Spokane, WA 99217-6000, jointly referred to as the "PARTIES."

The Parties agree as follows:

1. **PERFORMANCE.** The SHERIFF shall provide the CONTRACTOR with the following extra duty Sheriff Deputy services:

- (a) **Number of Deputies:** Two (or more) uniformed Sheriff Deputy. Deputies will be assigned and coordinated through the Spokane County Extra-duty Office, based on availability.
- (b) **Hours and dates to be worked:** As needed by the CONTRACTOR, coordinated and approved through the Spokane County Extra Duty Office. Deputies will be used when city police officers are not available. If contract term defines the time of performance for a longer period of time than is specified here, additional hours and dates are nonetheless covered by this Contract, as agreed upon by the parties.
- (c) **Vehicles and equipment:** Deputy issued equipment and/or one marked patrol vehicle.
- (d) **Specific location of service:** On property owned, leased, or otherwise under the control of the Community Colleges of Spokane, Washington.
- (e) **Duties may include (but are not limited to):** To provide general security at all school functions such as dances, lectures, football games or conferences.

2. **CONTRACT TERM.** The time of performance of the Contract shall be from May 14, 2003 to December 31, 2003.

3. **COMPENSATION.** The CONTRACTOR shall pay the SHERIFF as full compensation for everything furnished and done under this Contract a fee of \$29.15 per hour, per deputy, with a four hour minimum, and \$5.00 per hour, per vehicle.

4. **PAYMENT.** The CONTRACTOR shall pay for the services under this Contract in accordance with paragraph B of the General Terms and Conditions unless otherwise stated: Contractor shall be billed following event for services rendered.

5. **GENERAL TERMS AND CONDITIONS.** The CONTRACTOR has read and agrees to the General Terms and Conditions set forth on the reverse side of this document.

Date Contract signed: _____

SPOKANE COUNTY SHERIFF

By: _____

CONTRACTOR:

Community Colleges of Spokane
Please print name clearly

By: [Signature]
Signature

Title: Purchasing Manager

Date Contract signed: 5-15-03

EXTRA DUTY SERVICE CONTRACT

GENERAL TERMS AND CONDITIONS

A. **FEES.** The SHERIFF has established fees for services and vehicles as follow:

1. **Sheriff Deputy (four hour minimum)**

a. Hourly wage rate	\$25.15
(\$16.77) per hour, at time and ½ = \$25.15 per hour)	
b. Administrative Overhead	\$4.00
(per hour per Deputy)	
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Total cost per hour per Deputy:	\$29.15

2. **Patrol Vehicle(when necessary)**

When used for visibility only	\$ 5.00
When used for traffic control	\$ 12.00
(per hour per vehicle - two hour minimum)	

B. **PAYMENT.** All compensation for services requested will be pre-paid by cash, money order, certified check, travelers check or cashier's check at the time of the approval of the Contract by the SHERIFF, unless provided to the contrary herein. All checks shall be payable to "County Treasurer's Office", and mailed to Spokane County Sheriff, Attn: Joy Munro, 1100 W Mallon, Spokane, WA 99260-0300.

C. **DUTY STATUS.** Each deputy Sheriff engaged in extra duty employment of a law enforcement nature is considered to be in an on-duty status. The Deputy Sheriffs are subject to call by the Sheriff of Spokane County or his designee at any time for emergencies, special assignment, or overtime duty. Extra duty employment does not infringe on this obligation.

D. **ADHERENCE TO SHERIFF POLICIES AND PROCEDURES.** Sheriff Deputies engaged in extra duty employment are obligated to discharge all duties of their office and to adhere to Spokane County Sheriff's Office policies and procedures at all times.

E. **PRIMARY DUTY TO SHERIFF.** Sheriff Deputies on extra duty assignment have a primary obligation to the SHERIFF, not the CONTRACTOR. They are expected to discharge all duties of their position, to enforce all laws and ordinances, and to adhere to all Sheriff's Office policies, procedures, rules and regulations, as well as meeting CONTRACTOR's needs.

F. **NON-DISCRIMINATION.** During the performance of this Contract, 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.

G. **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 nor hold the other party harmless, in accordance with state and federal law.

H. **EVENT CANCELLATION.** In the event it becomes necessary for the CONTRACTOR to cancel the extra duty job, it is the CONTRACTOR's responsibility to notify the Extra-Duty Coordinator at (509) 835-4564 or 477-4209x0129(after hours), as soon as possible, no less than six (6) hours before the extra-duty job was to begin. Every effort will be made by the SHERIFF's Extra Duty Office to contact the Deputy. If a Deputy can not be contacted and reports to the assigned duty, each reporting Deputy shall be paid a minimum of four (4) hours. The CONTRACTOR is responsible for these costs.

I. **RESERVE DEPUTIES.** In the event the Extra Duty Employment cannot be filled by a regular full time deputy, it may be filled by a Sheriff's Reserve Deputy, by the permission of the CONTRACTOR. All other terms and conditions shall still apply.

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