

ORIGINAL

RESOLUTION 2011 - 34

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUNNYSIDE, WASHINGTON, APPROVING AGREEMENT FOR SECURITY SERVICES WITH PHOENIX PROTECTIVE CORP (PPC SOLUTIONS)

WHEREAS, the City of Sunnyside has entered into an agreement with PPC Solutions for security services; and

WHEREAS, the parties have negotiated an agreement commencing on May 5, 2011.

WHEREAS, the City Council finds and determines that approval and ratification of such agreement is in the best interest of residents of the City of Sunnyside and will promote the general health, safety and welfare.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF SUNNYSIDE, WASHINGTON, as follows:

Section 1. That the Contract for Services, copies of which are attached hereto as Exhibit "A" and incorporated herein by this reference, by and between the City of Sunnyside and PPC Solutions, are hereby approved.

Section 2. The City Manager is hereby authorized to execute and administer such agreement for and on behalf of the City of Sunnyside.

Section 3. This Resolution shall be effective upon passage, approval and signatures hereon in accordance with law.

PASSED this 23rd day of May, 2011.



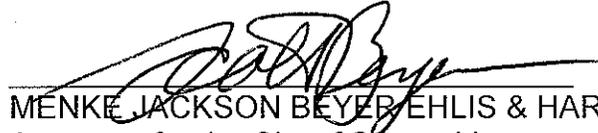
JAMES A. RESTUCCI, MAYOR

ATTEST:



DEBORAH A. ESTRADA, CITY CLERK

APPROVED AS TO FORM:



MENKE JACKSON BEYER EHLIS & HARPER, LLP
Attorneys for the City of Sunnyside

**PPC SOLUTIONS, INC.
SECURITY SERVICE AGREEMENT**

This agreement is entered into between the City of Sunnyside, 818 East Edison Avenue, Sunnyside, WA 98944 (“Client”) and PPC Solutions, Inc. (“Supplier”).

1. Scope of Service. Supplier agrees to provide licensed security services for Client, consistent with operating procedures approved by Client.

Dates of service:	May 5, 2011 – approximately 2 weeks to 1 month, TBD
Number of officer(s)	1 Officer per location, 3 or 4 personal residences as needed based on court/hearing schedules and threat levels
Days of week/Hours of Coverage	Mon-Fri – 1500-0700, 24 hours Sat/Sun
Type of Coverage	Armed
Hourly Rate**	\$27.50 per hour
Client Emergency Contact Name	Deputy Chief Phil Schenck
Client Emergency Contact Phone	(509) 837-2120

**Overtime/Holiday Rate. Client will pay for work performed on state or federal holidays (including, but not limited to New Year’s Day, President’s Day, Memorial Day, Independence Day, Labor Day, Veteran’s Day, Thanksgiving, and Christmas) at one hundred fifty percent (150%) of the Hourly Rate.

2. Special Duty Assignment. In the event Client requests an emergency, extra, or special duty assignment with less than twenty-four (24) hours notice to Supplier, Client will pay one hundred fifty percent (150%) of the Hourly Rate. Client will also pay a minimum of five (5) hours per officer for any emergency, extra, or special duty assignments.

3. Duration of Agreement. The term of this Agreement shall be for the “Dates of service.” The duration may be extended by mutual oral agreement.

4. Duties of Client. Client will promptly notify Supplier of any specific work site issues, safety issues, or suspicious activities observed by Client and/or its agents and employees.

5. Relationship between Supplier and Client. Supplier is an independent contractor. Supplier and Client are not joint venturers, partners, or principal and agent.

6. Termination. Either party may terminate this Agreement upon thirty (30) days’ prior written notice to the other party.

7. Payment. Client will pay Supplier within Five days of invoice date. In the event Client fails to pay on time, Client agrees to pay a one point five percent (1.5%) finance charge for each month or portion of month during which invoice is not timely paid. Payment and notices to PPC Solutions, Inc. will be sent first class mail, with proper postage attached, to:

PPC Solutions, Inc.
223 W. 2nd Ave
Spokane, WA. 99201

8. Insurance. Supplier will maintain a policy of general liability insurance (with endorsements and/or limitations) with coverage of \$1,000,000 per occurrence and \$2,000,000 aggregate.

9. Worker's Compensation. Supplier will maintain Worker's Compensation coverage in accordance with applicable state requirements.

10. Indemnification. Supplier agrees to defend, indemnify, and hold harmless Client, its officers, directors, and employees from any and all claims, demands, losses, lawsuits, and other legal proceedings, including without limitation, judgments, for any negligent act or omission of Supplier while on or about Client's property. In no event will Supplier indemnify Client for Client's own negligence or misconduct, or for a criminal act perpetrated by a third party. Client agrees to defend, indemnify, and hold harmless Supplier, its officers, directors, and employees from any and all claims, demands, losses, lawsuits, and other legal proceedings, including without limitation, judgments, for any negligent act or omission of Client on or about Client's property. In no event will Client indemnify Supplier for Supplier's own negligence or misconduct, or for a criminal act perpetrated by a third party. Nothing in this Agreement creates a liability to or a right of indemnification in any third party unless specifically identified in this paragraph. This paragraph shall survive the duration, expiration, or termination of this Agreement.

11. **Warranty Disclaimer. There are no warranties which extend beyond the description on the face on this Agreement. Supplier disclaims all other express warranties and all implied warranties, including without limitation, any warranty of merchantability and/or fitness for a particular purpose.**

12. Consequential Loss Limitation. In no event will Supplier be liable for any consequential losses suffered by Client.

13. No Third Party Beneficiaries. This Agreement is solely for the benefit of Client and Supplier. This Agreement does not create any third party beneficiaries.

14. Assignment. The rights and obligations of the parties hereto shall insure to the benefit of, be binding upon, and enforceable against, the parties' respective successors and assigns.

15. Integration Clause. This Agreement sets forth the entire agreement between the

parties and supersedes all prior written and oral discussions, representations, and/or agreements. Except for paragraph three (duration of service), this Agreement shall only be amended in writing, signed by both Client and Supplier.

16. Counterparts. This Agreement may be signed in more than one counterpart, in which case each counterpart shall constitute an original of this Agreement. Signatures exchanged by facsimile or other electronic transmission shall be deemed to be the same as originals.

17. Choice of Law/Venue. This Agreement shall be governed by the laws of the State of Washington, without reference to Washington's choice of law principles. In the event of any dispute arising out of this Agreement, the parties agree that jurisdiction and venue shall be exclusively in Spokane County, Washington. Client waives any objection to personal jurisdiction in Washington State or to venue in Spokane, Washington.

18. Prevailing Party Attorney Fees. In the event of any dispute arising out this Agreement, the court shall award the substantially prevailing party reasonable attorney fees, all expenses, and all costs, in addition to all other appropriate relief.

Today's date is May 5, 2011.

Client

By Mark J. Gervasi, City Manager
(print)

Sign _____

Client Representative

PPC Solutions, Inc.

By _____
(print)

Sign _____
Its _____