



NORTHWEST ENFORCEMENT, INC.

WORK STATEMENT

This Service Request ("*Statement*") is between Northwest Enforcement, Inc. ("*NEI*") and the client named below ("*City of Longview/you*").

Client Name: City of Longview

Statement Date: 9/20/2022

Job Site Name: Alabama St Camp

Job Site Address: 1451 Alabama St

Client Contact: Sacha, Kurt

Contact Phone: 360-442-5004

Contact Email: kurt.sacha@ci.longview.wa.us

Service Requests

Service request will be attached to this agreement and a living document.

Approval

This Work Statement is entered into pursuant to the attached Terms and Conditions.

NORTHWEST ENFORCEMENT, INC.

City of Longview

By: _____
Karen Withrow, President

By: Kurt Sacha

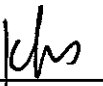
Sacha, Kurt - City Manager; City of Longview

Approved as to Form
X James M. [Signature]
Longview City Attorney / Date

TERMS AND CONDITIONS

1. **Scope of Work.** Northwest Enforcement, Inc. ("NEI") agrees to perform the services described in any Work Statement signed by both of us ("Statement"). NEI shall perform its services in a professional manner, in accordance with industry standards and in compliance with applicable law. NEI shall administer and oversee all aspects of the services, including personnel placement, training requirements, and adding or deleting team members or locations.
2. **Payment for Services.** You agree to pay the fee in the amounts and as described in the Statement. Invoices are due on receipt. Invoices not paid within 15 days of the date due will incur interest at the rate of 1.5% per month from the date such invoice was due. NEI may require a written credit card authorization to charge payments due under this agreement and may pass along credit card processing fees or other transaction fees for electronic payments at its sole discretion.
3. **Obligations.** NEI's ability to stay on schedule and within budget is conditioned on your cooperation. You agree to reasonably cooperate with us by timely responding to our requests for information, remaining current on obligations to us, and otherwise complying with your obligations under this agreement.
4. **Representations.** You represent that (i) the factual background included in the statement is complete and accurate in all material respects and (ii) you will comply with all applicable laws.
5. **Termination.** Either party may terminate the Statement on 30 days advance written notice. Upon termination, you shall pay all fees owed through the end of the month in which termination is effective. We reserve the right to initiate periodic discussions regarding fees, surcharges and rates based on market conditions.
6. **Suspension of Services.** Following any breach of this agreement by you, NEI may, without liability to you, suspend its performance under this Statement and wait for you to cure the breach. NEI's ability to suspend its performance and await a cure from you does not limit NEI's right to later terminate this agreement if you have not cured the breach pursuant to this agreement. NEI may condition further services on you (i) curing the breach and (ii) accepting an amendment to the Statement reflecting changes to the services, schedule and fees caused by your breach.
7. **Indemnity.** You agree to indemnify NEI and our principals against all damages, costs, expenses and losses (excluding attorney fees and costs) that arise out of or relate to (i) a breach by you of your representations or covenants in the Statement; or (ii) your gross negligence or willful misconduct. NEI shall indemnify you against all damages, costs, expenses and losses (excluding attorney fees and costs) that arise out of or relate to (a) a breach by NEI of the Statement; or (b) NEI's gross negligence or willful misconduct.
8. **Exclusion of Warranties, Limitation of Liability, Disclaimer.**
 - 8.1. **Exclusion of Implied Warranties.** Except as otherwise represented in the Statement, all services performed by NEI are provided "AS IS" and NEI makes no warranties, express or implied, and hereby disclaims all implied warranties including the warranty of merchantability and fitness for a particular purpose.
 - 8.2. **Limitation of Liability.** Subject to applicable law, NEI is not liable, whether in contract or in tort, for any special, indirect, incidental, punitive or consequential damages, or lost profits, that may arise in connection with this agreement. NEI's maximum liability is the fees paid by you.
 - 8.3. **Disclaimers.** Any services performed by NEI are only deterrents and are not guarantees of any outcome. NEI does not promise that any services provided pursuant to the Statement will prevent loss or damage.
9. **Insurance.** NEI will keep in full force and will provide you with evidence, if requested, of the following insurance: (i) Worker's Compensation Insurance covering all employees engaged in services under this agreement, who may enter upon your property for any purpose; (ii) comprehensive General Liability Insurance coverage of at least \$1,000,000 and up to \$3,000,000, and (iii) business automobile liability insurance for any auto, including owned, non-owned, and hired autos, with a limit of at least \$1,000,000 per accident.

Initials



10. Miscellaneous.

10.1. Intentionally Blank.

10.2. Independent Contractor. NEI is an independent contractor to you. The Statement does not create an exclusive relationship and NEI is entitled to offer and provide service to others, solicit other clients, and continue to advertise its services. NEI may utilize contractors in performing its services. NEI will ensure that any contractors used will comply with the Statement. NEI's employees and subcontractors are not employees of yours.

10.3. Governing Law, Dispute Resolution. The laws of the state of Washington govern all matters arising out of the Statement, including tort claims. Any claim arising out of the Statement, including tort claims, must be resolved by filing an appropriate action in Cowlitz County, Washington Superior Court.

10.4 Miscellaneous Clauses. NEI will keep information you provide us confidential and only disclose it to employees and contractors as necessary to perform its services. This agreement includes these Terms and Conditions and any Statement. Services described in the Statement will be provided pursuant to this agreement except as modified by the applicable Statement. This agreement is not assignable by you without our written consent. No amendment to this agreement is effective unless in writing and signed by both of us. This agreement is our entire understanding with respect to the services and supersedes all prior understandings, whether written or oral. This agreement may be signed in separate counterparts. There are no third-party beneficiaries to the Statement.

10.5 Non-Solicit. In consideration of being a client of NEI, client agrees that, during the term of the contract and for a period of one year from such date of termination, the client shall not, directly or indirectly, approach, solicit, entice or attempt to approach, solicit or entice employees of NEI to leave the employment of NEI.

10.6 Local, State and Federal Agency Guidelines. If there is a mandate in place relating to workplace conditions, client agrees to comply on behalf of NEI when NEI guard reports to work directly at client worksites.¶
Example-Employer Responsibility to Supply Water: Due to excessive heatwaves in the Pacific Northwest in June 2021, employers are now required to provide clean drinking water for employees when the ambient temperature reaches 80F or above. In this case, NEI would ask that employees on client site have access to clean drinking water.

10.7 Group Agreements. All parties are entering this agreement based on agreed upon hourly bill rate and schedule of hours. Should any party cancel the services, the original bill rate and hours will remain the same (unless requested otherwise by remaining parties), meaning remaining parties will each pay a higher monthly share.

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Payment terms are net 15.

Bill Amount: \$41.95

Notes: Hourly rate for regularly scheduled shifts, totaling approximately 115 hours per week
*OT rate \$62.93/hour

Bill Frequency: Hourly

Job Site: Alabama St Camp

Type: Unarmed

	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Start Date	End Date
Start Time:								10/1/22	1/1/23
End Time:									
# of Hours:	20	15	15	15	15	15	20		

Initials

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OTHER SERVICE(S)

Service Requests

Service request will be attached to this agreement and a living document.

Service Requests may be terminated by either party with 30 days advance written notice.

Rate Schedule

NEI Recognized Holidays: New Year's Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas or New Year's Eve

Overtime, per diem and mileage: If an NEI employee providing services for you under this Service Request is required to attend court, arbitration or mediation hearings, then you agree to pay for per diem, mileage and labor at the Overtime Rate of 1.5 times the regular rate.

Minimum: You must pay for a minimum of 4 hours for any NEI employee shift. This only applies to On-Site Guard and *Emergency/on-call services*

Payment Schedule.

Schedule will be determined by Guard or Patrol Services.

If "Other Services" involves the use of a vehicle, NEI reserves the right to include a fuel surcharge line item on biweekly or monthly invoice when fuel costs significantly surpass prior 60 - day average.

NEI reserves the right to include a 10% fuel surcharge line item on bi-weekly or monthly invoice when fuel costs significantly surpass \$4 per gallon.