

**RESOLUTION NO. 1851**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY  
OF LAKE FOREST PARK, WASHINGTON,  
AUTHORIZING THE MAYOR TO SIGN THE  
MEMORANDUM OF UNDERSTANDING BETWEEN THE  
POLICE GUILD AND THE CITY FOR THE PURPOSES  
OF PROVIDING COURT SECURITY**

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**WHEREAS**, the Police Guild has agreed to a Memorandum of Understanding (“MOU”) to amend the Agreement between the City of Lake Forest Park and Police Guild to memorialize overtime opportunities related to providing security for the Lake Forest Park Municipal Court; and

**WHEREAS**, the Police Guild has agreed in this MOU that Court will provide overtime opportunities for Guild Members to fill the role of court security at the Lake Forest Park Municipal Court; and

**WHEREAS**, security at the Court is necessary to protect the citizens of Lake Forest Park, Lake Forest Park Employees, and those attending court for various matters.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Lake Forest Park, as follows:

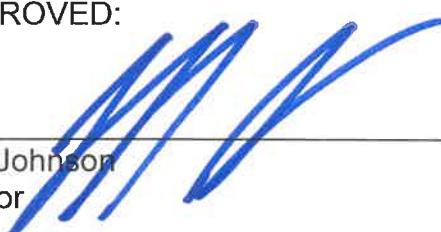
**Section 1. MEMORANDUM OF UNDERSTANDING AUTHORIZED.** The City Council of the City of Lake Forest Park authorizes the Mayor to sign the Memorandum of Understanding by and between the City of Lake Forest Park and the Lake Forest Park Police Guild attached hereto as Exhibit A.

**Section 2. CORRECTIONS.** The City Clerk is authorized to make necessary corrections to this resolution including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

**PASSED BY A MAJORITY VOTE** of the Lake Forest Park City Council this 14th day of July, 2022.

APPROVED:

Jeff Johnson  
Mayor



ATTEST/AUTHENTICATED:



Matt McLean  
City Clerk

FILED WITH THE CITY CLERK: July 7, 2022  
PASSED BY THE CITY COUNCIL: July 14, 2022  
RESOLUTION NO.: 1851

## EXHIBIT A to Resolution 1851

### **Memorandum of Understanding (Lake Forest Park Municipal Court Security)**

The purpose of this Memorandum of Understanding ("MOU") between the Lake Forest Park Police Guild (the "Guild"), and the City of Lake Forest Park (the "City"), collectively the "parties", is to memorialize overtime opportunities for the Lake Forest Park Municipal Court (the "Court").

#### **I. Recitals**

A. The Court has not secured full time court security through other means and will be returning to in person court proceedings beginning July 1<sup>st</sup>, 2022, necessitating a need to establish court security personnel;

B. Security at the Court is necessary to protect the citizens of Lake Forest Park, Lake Forest Park Employees, and those attending court for various matters;

C. Therefore, the City and the Guild find it beneficial to provide court security services to the Court under the following terms and conditions.

#### **II. Agreement**

Now, therefore, the parties agree as follows:

1. The Court will provide overtime opportunities for Guild Members ("Members") to fill the role of court security at the Lake Forest Park Municipal Court ("Court Security Shifts"). If Members are unable to fulfill the needed Court Security Shifts, then the Court may contact outside entities/agencies for assistance with the coverage.

2. Compensation for filling a Court Security Shift will be at the officer's current overtime rate as delineated within the current Collective Bargaining Agreement ("CBA") and paid through the existing City payroll system and schedule.

3. Court Security Shift availability will be provided to officers as described in section 5. The overtime selection process outlined in the CBA will not be utilized for filling Court Security Shifts. These shifts will be available to officers on a first come, first serve, basis.

4. A member is responsible for the Court Security Shift that they elect to fill. Members are obligated to the shift and will be responsible for filling that shift. If an unforeseeable scheduling conflict should arise, the Member is responsible for finding another member to take their Court Security Shift. Once a member selects a specific shift, they cannot back out of the commitment for a more desirable overtime shift.

5. The availability of Court Security Shifts will be posted month by month by the Operations Lieutenant. Members are discouraged from signing up for all available shifts without properly consulting their calendars or schedules. Members should be respectful to other Members and afford them the opportunity to take Court Security Shifts prior to selecting multiple shifts during any given month. Patrol operations is a priority and Members cannot take time off to fill Court Security Shifts when there is minimum coverage of patrol

## EXHIBIT A to Resolution 1851

officers. On duty Detectives and Traffic Officers may not be considered as available coverage for patrol officers filling Court Security Shifts. Members shall not create patrol overtime for other Members by taking a Court Security Shift.

6. If the Court Security Shifts cannot be filled by the Guild, the Court has the authority to pursue outside entitiesagencies to fill the positions.

7. Per Article 3 of the CBA, the City has the management right to terminate this MOU with notice and it cannot be used as bargaining right.

8. The Chief of Police or designee has the right to not allow a specific unit or Member (i.e.. K9, Traffic, Detectives) to perform this detail if it causes staffing or other related patrol issues.

9. The Court is ultimately responsible for the security of the courtroom and is responsible for coverage if the Guild is unable to fill the designated security position.

10. The Chief of Police or designee has the right to pull the off-duty officer from this detail in the event of a major emergency or staffing issue.

11. This MOU will expire on the effective date of a successor Agreement, or as otherwise terminated.

CITY OF LAKE FOREST PARK

LAKE FOREST PARK POLICE GUILD

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Jeff Johnson  
Mayor of Lake Forest Park

Date

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Jerome Walker  
Guild President

Date