

RESOLUTION NO. 2964

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN A CONTRACT WITH PIERCE COUNTY SECURITY, INC. TO PROVIDE COURT SECURITY.

WHEREAS, the City of Bonney Lake has an obligation to provide Court security for the Bonney Lake, Eatonville, South Prairie and Sumner Municipal Courts; and

WHEREAS, the current Bailiff has resigned effective August 5th, 2021 which will leave the Court without security; and

WHEREAS, the Municipal Court is seeking to contract with private armed security to provide security for the Municipal Court; and

WHEREAS, Pierce County Security, Inc. currently provides Court security for the Fife and Federal Way Courts and is prepared to do the same for the City of Bonney Lake; and

NOW THEREFORE, BE IT RESOLVED, the Mayor is hereby authorized to sign the contract with Pierce County Security, Inc.

PASSED by the City Council this 3rd day of August, 2021.

DocuSigned by:

Neil Johnson, Jr.

Neil Johnson Jr., Mayor

AUTHENTICATED:

DocuSigned by:

Harwood T. Edvalson

Harwood T. Edvalson, City Clerk

City of Bonney Lake
City Council Agenda Bill (AB)

Department / Staff Member: Joanna J. Daniels, Judge, Municipal Court	Meeting/Workshop Date: August 3, 2021	Agenda Bill Number: AB21-102
Agenda Item Type: Resolution	Ordinance/Resolution Number: 2964	Councilmember Sponsor:

Agenda Subject: Contract with Pierce County Security, Inc to provide Courtroom Security and services related to the position of Baliff.

Full Title/Motion: A Resolution of The City Council of The City of Bonney Lake, Pierce County, Washington, to sign a contract with Pierce County Security to provide Court Security.

Administrative Recommendation: Approve

Background Summary: The current Bailiff for the Bonney Lake Municipal Court is resigning effective August 5th, 2021. Posting to fill this position has received four (4) applications; none of the applicants are qualified to fill the needs of the position. Pierce County Security provides court security for the Cities of Fife and Federal Way. It is an armed position. Entering into this contract with Pierce County Security will provide the security necessary to run this court effectively and efficiently.

This would be an increase of \$15,820.00 to the Municipal Court budget

Attachments: Contract with Pierce County Security

BUDGET INFORMATION				
Budget Amount	Current Balance	Required Expenditure	Budget Balance	Fund Source
		Total 58 days – 452 hours at \$60.00 an hour = \$27,120		<input checked="" type="checkbox"/> General <input type="checkbox"/> Utilities <input type="checkbox"/> Other
Budget Explanation: The City would be responsible for the hourly rate for the court security person.				

COMMITTEE, BOARD & COMMISSION REVIEW			
Council Committee:	Approvals:		Yes No
	Chair/Councilmember	<input type="checkbox"/>	<input type="checkbox"/>
Committee Date: July 27, 2021	Councilmember	<input type="checkbox"/>	<input type="checkbox"/>
	Councilmember	<input type="checkbox"/>	<input type="checkbox"/>
Forwarded to:	Consent Agenda:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Commission/Board Review:			
Hearing Examiner Review:			

COUNCIL ACTION	
Workshop Date(s):	Public Hearing Date(s):
Meeting Date(s): July 27, 2021	Tabled to:

APPROVALS		
Director:	Mayor:	Date Reviewed by City Attorney: (if applicable)



Pierce County Security, Inc.

Pacific Coast Security

2002 99th Street East, Tacoma, WA 98445 253/535-4433 phone, 253/535-0747 facsimile www.pcswa.com

Ops: Sch: CLIENT NUMBER

Name: Robert S. McPherson, CPP Date: July 29, 2021 Time: 3:29 PM

Site ACCOUNT: City of Bonney Lake / Bonney Lake Municipal Court
LOCATION: 9002 Main Street East, Bonney Lake, WA 98391
NAME: Joanna J. Daniels, Judge OFFICE PHONE: 253 862 6606 FAX
WEB SITE: E-MAIL:
Corp CORP. ENTITY: CORP PHONE:
ADDRESS: CORP FAX:
Bill STATEMENT TO: Same as Above BILLING PH:
ADDRESS:
Misc. COMMENT: Kaythy Seymour, Court Administrator, seymourk@ci.bonney-lake.wa.us 252 862 6606
EMERGENCY CONTACT:
STRAIGHT TIME RATE: \$60.00 OVER TIME RATE: \$90.00

Unless paid in advance, all charges shall be due and immediately payable upon submission of each invoice including any sales, use or similar taxes and any interest and/or penalties. The time and terms of payment are of the essence. Client agrees to pay all attorney's fees and costs which may be incurred in connection with the collection of any past due amounts.

Pierce County Security, Inc. (PCS) PCS shall not be liable for failure to provide the services covered by this Authorization due to any cause beyond PCS' control, nor for any special, consequential or incidental damages, or loss of profits.

Client acknowledges that PCS is not an insurer. The amounts payable to PCS hereunder are based solely upon the value of the services rendered under this Authorization and are unrelated to the value of the Client's property, or the property of others, located in or about client's premise. Client acknowledges that PCS does not have any specific knowledge of Client's premises or of any personal property or fixtures in Client's premises or the value of any of the aforesaid or of any person or persons that are or may be in or about Client's premises. Each party shall defend, indemnify, and hold harmless the other party and its officers, agents, and employees from all claims arising out of the indemnifying party's performance of its duties under this agreement. PCS shall acquire and maintain adequate insurance to secure its obligation to indemnify, defend, and hold the City harmless, and provide the City with proof of that insurance.

If client requires PCS to enroll and/or register with third party Vendor Administrator for the handling of certificates of insurance, federal tax identification, state unemployment, state labor and industries, and/or any other similar type of administrative duty PCS shall pass on directly the cost of such enrollment and/or registration as a line item cost on the next invoice. If such enrollment and/or registration takes an excessive amount of PCS administrative time then that administrative cost will also be passed along.

This Authorization represents the entire agreement between the parties and no other agreements, understandings or representations, whether oral or written, have been made or relied upon by either party. No modifications or changes can be made unless PCS agrees to such in writing.

PCS reserves the right to terminate the services immediately and without prior notice, upon default by Client in the payment of any monies due PCS or upon the bankruptcy or insolvency of Client. PCS may terminate this agreement, without cause, upon 3 days prior written notice to Client. The City may terminate this agreement for any reason upon two weeks' written notice to the Contractor

Client and PCS agree that all contracts, correspondence, addendum, and other written material transmitted by Mail, Fax, e-mail, and/or any other means of commonly accepted communications shall be legally binding upon both parties.

In the event this Agreement is submitted to the Client's signature, and service is accepted and being provided, this Agreement will, in its entirety, be binding and in full force unless otherwise expressed in writing

Except as provided in this agreement, Client agrees that it will not directly or indirectly hire or employ any PCS employee currently employed by PCS and within one (1) year following the last day on which PCS employed such person nor within one (1) year following the termination of this agreement. PCS is not an employment agency and has expenses in recruiting, training and licensing of its employees. Furthermore a successor security contractor shall not hire or employ any PCS employee to provide services for the Client. Any breach of such provision shall result in a payment by the client to PCS of \$3,000.00 for each employee and \$4,000.00 for each supervisor so employed.

If Client schedules hours on New Year's Day, Independence Day, Thanksgiving, Christmas Day, Memorial Day, President's Day, and/or Labor Day it is understood that they will be charged the time and a half rate. This rate may also be charged on the days before and/or after the holiday based upon PCS's discretion.

The services provided under this Agreement are solely for the benefit of Client and neither this Agreement nor any services rendered hereunder confer any rights on any other party as a third party beneficiary, or otherwise.

Client hereby waives any and all rights of subrogation. Please return signed fax to 253-535-0747.

DocuSigned by: Client Signature Neil Johnson, Jr. Title Mayor Date 8/3/2021 20583FB9C281400...

Printed Name of Signing Client Neil Johnson, Jr.

PCS Authorized Agent Robert S. McPherson, CPP Title Contracts Administrator Date Thursday, July 29, 2021

Faxed on E-Mailed on July 21, 2021 Mailed on Hand Delivered on

Where did you find out about PCS Security Services:

MONTH: Hours and Days would firmly be Monday, Wednesday, Thursday, occasionally the second Tuesday of the month, hours are basically 8 to 5.

Day/Date	Shift	Name	S/T	O/T	Shift	Name	S/T	O/T	Shift	Name	S/T	O/T

DUTIES & RESPONSIBILITIES: The Bailiff is to provide a "presence" to maintain security in the Court Room, check people in prior to entry into the Court Room, on occasion may be required to take an individual into custody, etc. We can discuss this in further detail.