


RESOLUTION NO. 3044

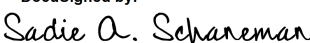
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN A CONTRACT WITH PIERCE COUNTY SECURITY, INC. TO PROVIDE ADDITIONAL SECURITY AT ALLAN YORKE PARK DURING PEAK RECREATION SEASON (FRIDAY, MAY 27-MONDAY, SEPTEMBER 5, 2022).

The City Council of the City of Bonney Lake, Washington, does hereby resolve that the Mayor is authorized to sign the contract for services with Pierce County Security, Inc.

PASSED by the City Council this 24th day of May, 2022.

DocuSigned by:

SAAD1DED6A424D6...
Michael McCullough, Mayor

AUTHENTICATED:

DocuSigned by:

E0B5EECF37394E8...
Sadie Schaneman, CMC, City Clerk

City of Bonney Lake
City Council Agenda Bill (AB)

Department / Staff Member: Bryan Jeter, Chief of Police	Meeting/Workshop Date: May 24, 2022	Agenda Bill Number: AB22-68
Agenda Item Type: Resolution	Ordinance/Resolution Number: 3044	Councilmember Sponsor:

Agenda Subject: Contract with Pierce County Security, Inc.

Full Title/Motion: 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 Additional Security At Allan Yorke Park During Peak Recreation Season (Friday, May 27 – Monday, September 5, 2022).

Administrative Recommendation: Approve

Background Summary: Allan Yorke Park security continues to be a top priority. Implementing a security contract with Pierce County Security to conduct bag checks, limit the amount of people in the park and address minor violations of park rules will ensure a safe environment for guests of the park. Having security at AYP the past two seasons has reduced the problems at the park.

Attachments:

BUDGET INFORMATION				
Budget Amount	Current Balance	Required Expenditure	Budget Balance	Fund Source
\$75,000		\$75,000		<input checked="" type="checkbox"/> General <input type="checkbox"/> Utilities <input type="checkbox"/> Other
Budget Explanation:				

COMMITTEE, BOARD & COMMISSION REVIEW				
Council Committee:	Approvals:	Yes	No	
Finance	Chair Councilmember Justin Evans	<input type="checkbox"/>	<input type="checkbox"/>	
Committee Date: May 10, 2022	Councilmember Gwendolyn Fullerton	<input type="checkbox"/>	<input type="checkbox"/>	
	Councilmember Angela Baldwin	<input type="checkbox"/>	<input type="checkbox"/>	
Forwarded to:	Consent Agenda: <input type="checkbox"/> Yes <input type="checkbox"/> No			
Commission/Board Review:				
Hearing Examiner Review:				

COUNCIL ACTION	
Workshop Date(s): May 10, 2022	Public Hearing Date(s):
Meeting Date(s): May 24, 2022	Tabled to:

APPROVALS		
Director: <i>Bryan Jeter</i>	Mayor: <i>MM</i>	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	
11921	

Name: Robert S. McPherson, CPP Date: April 11, 2022 Time: 1:33 PM

Site	ACCOUNT:	<u>Bonney Lake , City of - at Alan Yorke Park - Bonney Lake Police Department</u>		
	LOCATION:	<u>7203 W Tapps Highway East, Bonney Lake, WA 98391</u>		
	NAME:	<u>Chief James Keller</u>	OFFICE PHONE:	<u>253 447 3226</u> FAX
	WEB SITE:	E-MAIL: <u>kellerj@ci.bonney-lake.wa.us</u>		
Corp	CORP. ENTITY:	CORP PHONE:		
	ADDRESS:	CORP FAX:		
Bill	STATEMENT TO:	<u>Bonney Lake Police Department</u>	BILLING PH:	
	ADDRESS:	<u>18421 Veterans Memorial Drive East, Bonney Lake, WA 98391</u>		
Misc.	COMMENT:	<u>Scheduled from Memorial Day to Labor Day 2022</u>	TAX ZONE: <u>Bonney Lake</u>	
	EMERGENCY CONTACT:			
	STRAIGHT TIME RATE:	<u>\$40.00</u>	OVER TIME RATE:	<u>\$60.00</u>

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) 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

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.

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 for 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.

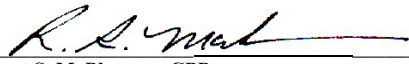
If Client schedules hours on New Year's Day, Independence Day, Thanksgiving, Christmas Day, Memorial Day, President's Day, and/or Labor Day it is understood that they will be charged the time and a half rate. This rate may also be charged on the days before and/or after the holiday based upon PCS's discretion.

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 ~~Contract~~ Contract subrogation. Please return signed fax to 253-535-0747.

Client Signature  Title Mayor-City of Bonney Lake Date 5/18/2022 | 10:10 AM PDT
 3AAD1DED8A424D6...

Printed Name of Signing Client Michael McCullough

PCS Authorized Agent  Title Contracts Administrator Date Monday, April 11, 2022
 Robert S. McPherson, CPP

Faxed on E-Mailed on March 3, 2022 Mailed on Hand Delivered on

Where did you find out about PCS Security Services:

MONTH: May 27th (Just before Memorial Day) to September 5th (Labor Day), 2022

Seven (7) days a week, from 10:00 hrs to 18:00 hrs (8 hour shifts).

Two (2) officers in the park from 10-6 PM

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

DUTIES & RESPONSIBILITIES: