


**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: December 12, 2016**

<b>AGENDA ITEM:</b> Third Amendment to Professional Services Agreement for Security Services	<b>AGENDA SECTION:</b>	
<b>PREPARED BY:</b> Suzanne Elsner, Court Administrator 	<b>AGENDA NUMBER:</b>	
<b>ATTACHMENTS:</b> Security agreement	<b>APPROVED BY:</b>	
	MAYOR	CAO
<b>BUDGET CODE:</b> 25% 00100030 541000 75% 00100050 541000	<b>AMOUNT:</b> \$3,230.75 per month	

The Municipal Court began using security screening services in August of 2008. The duties of the security screener include monitoring the metal detector, screening with a hand held detector, bag checks, issuing weapon locker keys, reporting suspicious activity and confiscating unwanted items trying to enter the Courthouse. Since using this service several knives, box cutters and drugs have been confiscated and reported.

The security service completes security checks before opening and after closing the building each day. Regular checks are completed in the parking lot as well.

With the passage of Washington State Minimum Wage Increase Initiative (#1433) Puget Sound Security is requesting an increase in fee for security services. This new law will go into effect on January 1, 2017 and contains significant increases in the minimum wage (effective Jan 1, 2017), annual increases to that wage, and mandatory paid sick time (effective January 1, 2018)

<b>RECOMMENDED ACTION:</b> Authorize the Mayor to sign the Third Amendment with Puget Sound Security for Entrance Security Screeners.
<b>COUNCIL ACTION:</b>

**THIRD AMENDMENT TO  
PROFESSIONAL SERVICES AGREEMENT BETWEEN  
CITY OF MARYSVILLE  
AND  
PUGET SOUND SECURITY, INC  
FOR SECURITY SERVICES FOR MARYSVILLE MUNICIPAL COURT**

THIS AMENDMENT TO AGREEMENT, made and entered into in Snohomish County, Washington, by and between the CITY OF MARYSVILLE, hereinafter called the "City," and PUGET SOUND SECURITY, A Washington Corporation, hereinafter called the "Consultant."

WHEREAS, the parties hereto have previously entered into an Agreement for Security Services for Marysville Municipal Court on July 28, 2008; known as "Agreement"; and a First Amendment thereto; and

WHEREAS, the parties desire to amend Article IV.1 to provide for new monthly rate of \$3230.75 per month, to supersede a rate provision in Exhibit A and to update the Notice provision in Article V.1 Notice commencing January 1, 2017.

**NOW THEREFORE**, in consideration of the terms, conditions, covenants and performance contained herein or attached and incorporated, and made a part hereof, the parties hereto agree as follows:

1. Each and every provision of the Original Agreement for Professional Services dated July 28, 2008 shall remain in full force and effect, except as modified in the following sections:
2. Article IV.1 of the Original Agreement, "OBLIGATIONS OF THE CITY" IV.1 "PAYMENTS", is hereby amended to read as follows:

IV.1 **PAYMENTS.** The Consultant shall be paid by the City for completed work for services rendered under this agreement and as detailed in the scope of services as provided hereinafter. There is no set amount or minimum payment owed under this agreement. Consultant shall be paid for actual services rendered. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work. Payment shall be on a time and expense basis, provided, however, in no event shall total payment under this agreement exceed **\$3230.75 per month**. This limit shall supersede any limit set out in **Exhibit A**. In the event the City elects to expand the scope of services from that set forth in **Exhibit A**, the City shall pay Consultant an additional amount based on a time and expense basis, based upon Consultant's current schedule of hourly rates.

- a. Invoices shall be submitted by the Consultant to the City for payment pursuant to the terms of the scope of services. The invoice will state the time expended, the hourly rate, a detailed description of the work performed, and the expenses incurred during the preceding month. Invoices must be submitted by the 20th day of the month to be paid by the 15th day of the next calendar month.

b. The City will pay timely submitted and approved invoices received before the 20th of each month within thirty (30) days of receipt.

3. ARTICLE V. "GENERAL" section V.1 "NOTICES", is hereby amended to read as follows:

V.1 **NOTICES.** Notices to the City shall be sent to the following address:

Marysville Municipal Court  
CITY OF MARYSVILLE  
C/O Suzanne Elsner Court Administrator  
1015 State Avenue  
MARYSVILLE, WA 98270

Notices to the Consultant shall be sent to the following address:

PUGET SOUND SECURITY  
C/O George Schaeffer  
13417 NE 20<sup>th</sup> St 2<sup>nd</sup> Floor  
Bellevue, WA 98005

Receipt of any notice shall be deemed effective three (3) days after deposit of written notice in the U.S. mail with proper postage and address.

4. The undersigned is an Authorized Agent of the parties and has authority to sign on behalf of their respective party and to bind that party to the terms and conditions of the agreement.

5. The Effective Date of this Amendment is January 1, 2017.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2016

CITY OF MARYSVILLE

PUGET SOUND SECURITY,  
CONSULTANT

By \_\_\_\_\_  
JON NEHRING, Mayor,

By \_\_\_\_\_  
GEORGE SCHAEFFER, CEO

Approved as to form:

\_\_\_\_\_  
JON WALKER, City Attorney