

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: January 28, 2019

AGENDA ITEM: Fourth Amendment to Professional Services Agreement for Security Services	AGENDA SECTION:	
PREPARED BY: Suzanne Elsner, Court Administrator	AGENDA NUMBER:	
ATTACHMENTS: Security agreement	APPROVED BY:	
	MAYOR	CAO
BUDGET CODE: 25% 00100030 541000 75% 00100050 541000	AMOUNT: \$4,053.00 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.

In order to keep qualified persons in the capacity of security, Puget Sound Security is requesting an increase in fee for security services.

RECOMMENDED ACTION: Authorize the Mayor to sign the Fourth Amendment with Puget Sound Security for Entrance Security Screeners.
COUNCIL ACTION:

**FOURTH 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 amended the Agreement three times; and

WHEREAS, the parties desire to amend Article IV.1 to provide for new monthly rate of **\$4,053.00** per month, to supersede a rate provision in Exhibit A commencing January 1, 2019.

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 **\$4,053.00 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. 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.

4. The Effective Date of this Amendment is January 1, 2019.

DATED this _____ day of _____, 20____

CITY OF MARYSVILLE

PUGET SOUND SECURITY,
CONSULTANT

By _____
JON NEHRING, Mayor,

By _____
Steve Squire, VP Operations

Approved as to form:

JON WALKER, City Attorney

EXHIBIT A
SCOPE OF WORK

1. ENTRANCE SCREENING OFFICER (ESO)

Consultant shall provide to the City one (1) qualified Entrance Screening Officer (ESO) to Marysville Municipal Court commencing September 2, 2008 Daily, Monday through Friday 8:00 AM to 4:30 PM, except Court Holidays when the Court is closed.

A. ESO QUALIFICATIONS include but are not limited to:

- * The qualified candidate must be legally able to work in the United States and provide proof of employment eligibility and identify as required under Immigration Reform Act of 1986.
- * Be 21 years of age or older
- * Possess a high school diploma, a General Equivalency Diploma, or a combination of education and experience that the Contractor has determined to have equipped the person to perform the duties of the position.
- * Be able to speak fluently, read and write the English language and any other language as may be determined necessary by the City.
- * Have the ability to meet and deal tactfully with Judges, attorneys, court personnel and the general public.
- * Have the ability to understand, explain, interpret and apply rules, regulations, directives, and procedures.
- * Have poise, self-confidence, and the ability to make sound decisions and react quickly under stressful conditions.
- * Ability to prepare clear and concise reports.
- * Ability to learn and adapt to changing conditions.
- * Ability to accept and respond to instruction and direction.
- * Must be reliable and of reputable background and sound character.
- * Must successfully pass the background investigation performed by the Contractor.
- * Must be physically fit to endure long periods of standing, stooping, bending, and sitting.
- * May be required to assist in subduing violent or hostile citizens.

B. PRELIMINARY BACKGROUND INVESTIGATION:

1. The Contractor shall conduct a background investigation on all employees to be utilized in the performance of the contract. All replacement personnel shall be subject to the same criteria.

2. The Contractor shall insure that prospective personnel meet or exceed the minimum background investigation requirements. Minimum background investigation to include:

- a. Felony Convictions
- b. Misdemeanor Convictions involving violence, honesty and drugs
- c. Illegal conduct involving moral turpitude; acts that reflect conduct that would cause a reasonable person to have substantial doubt about the individual's honesty, fairness, respect for the rights of others or for the laws of this State and of the Nation.

- d. Mental Disorders that would cause the person to be a danger to self or others
 - e. Prior work history
- B. The Contractor shall provide all management, supervision, manpower, materials, supplies and equipment specified and shall plan, schedule, coordinate and assure effective performance of security services at the place of performance in accordance with the terms, conditions contained herein.
- C. The City may increase or decrease the level of screening by increasing or decreasing the number of Entrance Screening Officers (ESOs).
- D. The Contractor shall take all necessary steps to assure that ESOs assigned to this Contract are professionally and personally reliable, of reputable background and sound character, and meet the training and experience requirements stipulated herein. The Contractor shall have the responsibility to assure that all ESOs continue to meet all standards of suitability, conduct and work performance.
- E. The provision of ineligible ESOs or ESOs who do not meet the criteria, who violate the performance standards of the Contract or whose work performance is inadequate in any respect, constitutes Contractor nonperformance. The City shall notify the Contractor, in writing, regarding Contractor nonperformance due to non-suitability or any other deficiency of an ESO. If the City requests a new or different ESO the Contractor will immediately cover the position with a qualified replacement ESO

2. FEES/COSTS:

The City shall pay the Consultant the flat rate of \$2,870.00 per month per. This rate of \$2870.00 is applicable for the period of one (1) year September 1, 2008 though August 31, 2009 and shall continue after one year pursuant to this agreement. Any modification in Fees/Costs must be in writing and agreed upon by the parties.

3. DUTIES AND RESPONSIBILITIES.

A. **General Screening Procedures:**

The City will furnish a magnetometer, hand-held metal detectors and a Nextel. Under no circumstances shall the ESO take any items/equipment from their duty station or from the Courthouse premise unless specifically authorized to do so. ESOs must use City equipment and may not substitute in place of that equipment, personal property or Contractor property without authorization by the City. Any ESO who violates this provision shall be reported to the Contractor and may be subject to immediate removal from duty. This action is in addition to any other remedies available to the City including but not limited to the penalties for theft of property.

The Contractor is responsible for promptly notifying the City when such equipment is malfunctioning. Any equipment that is misused or abused by ESOs shall be repaired and the cost shall be billed to the Contractor for payment.

All persons desiring to pass beyond the screening points must undergo screening. Screening of persons is normally accomplished through the use of metal detectors. Individuals are not permitted to retain any hand-carried items in their possession during screening other than articles of clothing and very small or thin objects. All indications of unaccounted for metal on an individual's person must be satisfactorily resolved. Only upon satisfactory completion of screening and of the inspection of all hand-carried items may the individual be permitted to pass beyond the screening points.

If a person alarms the metal detection device, a determination must be made that the cause of the alarm is not weapon or dangerous object. This can be accomplished by hand-held metal detector or by asking the individual to remove extraneous metal from their person and passing through the walk-through detector. Every person has the option to refuse screening. Persons who refuse to be screened will be denied passage beyond the screening points.

B. Hand Carried Items:

All carry items passing through the screening point shall be screened. The inspection should be thorough but not unreasonable. Should a person refuse to permit inspection of any hand-carried items, such items shall not be allowed to pass the screening point or be allowed to be carried into the Courthouse. When the physical inspection method is used, carry items shall be adequately inspected to reasonably ascertain that such items are not being used to conceal an explosive, incendiary, or deadly or dangerous weapon.

C. Entrance Control:

Duties shall include the operation of screening equipment and the checking of handbags, packages, baby carriages, wheelchairs, etc. to detect weapons. Items confiscated will be turned over to the City and a report filed. Prosecution may result. In performance of these duties, ESOs shall be responsible for alerting a Bailiff and detaining any person attempting to gain unauthorized access. After detaining a person, that person will be turned over to the Bailiff or Law Enforcement Officer.

ESO may be required to unsecure and secure the building at the beginning and the end of each day.