

**RESOLUTION NO. 3200**

**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 SECURITY AT ALLAN YORKE PARK.**

**WHEREAS**, the City of Bonney Lake provides additional security at Allan Yorke Park annually from Memorial day weekend through Labor Day weekend; and

**WHEREAS**, the 2024 Allan Yorke Operational Plan involves both the Bonney Lake Police Department and Pierce County Security, Inc ; and


**WHEREAS**, Pierce County Security, Inc provided security officers at Allan Yorke Park in 2023; and

**WHEREAS**, the Bonney Lake Police Department is seeking to contract with Pierce County Security, Inc. for unarmed private security officers; and

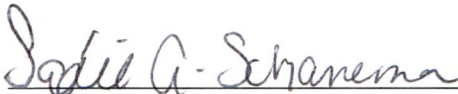
**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, WASHINGTON DOES HEREBY RESOLVE AS FOLLOWS:**

**Section 1.** The Mayor is hereby authorized to sign the contract with the Pierce County Security, Inc.

**PASSED** by the City Council this 16th day of April 2024.

  
\_\_\_\_\_  
Terry Carter, Mayor

AUTHENTICATED:

  
\_\_\_\_\_  
Sadie A. Schaneman, CMC, City Clerk

City of Bonney Lake, Washington  
**City Council Agenda Bill (AB)**

|   |   |                                       |
|---|---|---------------------------------------|
| <b>Department/Staff Contact:</b><br>PD/Mark Berry | <b>Meeting/Workshop Date:</b><br>April 16, 2024       | <b>Agenda Bill Number:</b><br>AB24-28 |
| <b>Agenda Item Type:</b><br>Resolution            | <b>Ordinance/Resolution/ Motion Number:</b><br>R24-28 | <b>Sponsor:</b>                       |

**Agenda Subject:** Allan Yorke Park 2024 Pierce County Security Contract.

**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 Security Officers At Allan Yorke Park In 2024.

**Administrative Recommendation:** Approve.

**Background Summary:** The Bonney Lake Police Department is tasked annually with developing and operating a security plan at Allan Yorke Park during the summer season. BLPD historically contracts with Pierce County Security, Inc To Provide Private Security Officers As Part Of The Security Plan.  
**Attachments:** Resolution R24-28

| <b>BUDGET INFORMATION</b>   |                        |   |                       |  |
|---|------------------------|---|-----------------------|--|
| <b>Budget Amount</b>  | <b>Current Balance</b> | <b>Required Expenditure</b><br>Appx. \$44,000 | <b>Budget Balance</b> | <b>Fund Source</b>   |
|   |                        |   |                       | <input type="checkbox"/> General<br><input type="checkbox"/> Utilities<br><input type="checkbox"/> Other |
| <b>Budget Explanation:</b> There are existing funds allocated for Allan Yorke Park security in the 2024 police department budget. |                        |   |                       |  |

| <b>COMMITTEE, BOARD &amp; COMMISSION REVIEW</b> |                    |                                    |                              |                             |
|---|--------------------|------------------------------------|------------------------------|-----------------------------|
| <b>Council Committee Review:</b>                | Date: 9 April 2024 | <i>Approvals:</i>                  | <b>Yes</b>                   | <b>No</b>                   |
|   |                    | Chair/Councilmember Angela Baldwin | <input type="checkbox"/>     | <input type="checkbox"/>    |
|   |                    | Councilmember Dan Roach            | <input type="checkbox"/>     | <input type="checkbox"/>    |
|   |                    | Councilmember Kerri Hubler         | <input type="checkbox"/>     | <input type="checkbox"/>    |
|   | Forward to:        | <b>Consent Agenda:</b>             | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| <b>Commission/Board Review:</b>                 |                    |                                    |                              |                             |
| <b>Hearing Examiner Review:</b>                 |                    |                                    |                              |                             |

| <b>COUNCIL ACTION</b>       |                         |
|-----------------------------|-------------------------|
| Workshop Date(s): 4/16/2024 | Public Hearing Date(s): |
| Meeting Date(s):            | Tabled to Date:         |

| <b>APPROVALS</b>               |                               |   |
|--------------------------------|-------------------------------|---|
| <b>Director:</b><br>Mark Berry | <b>Mayor:</b><br>Terry Carter | <b>Date Reviewed by City Attorney:</b><br>(if applicable) |



**Pierce County Security, Inc.**  
**Pacific Coast Security**

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

Name: Robert S. McPherson, CPP Date: April 15, 2024 Time: 5:01 PM

|                      |             |
|----------------------|-------------|
| <b>Ops:</b>          | <b>Sch:</b> |
| <b>CLIENT NUMBER</b> |             |
| <b>11921</b>         |             |

|       |                     |   |                 |                                     |
|-------|---------------------|---|-----------------|-------------------------------------|
| Site  | ACCOUNT:            | <b>Bonney Lake , City of - at Alan Yorke Park - Bonney Lake Police Department</b> |                 |                                     |
|       | LOCATION:           | <b>7203 W Tapps Highway East, Bonney Lake, WA 98391</b>                           |                 |                                     |
|       | NAME:               | <b>Chief James Keller</b>   | OFFICE PHONE:   | <b>253 447 3226</b> FAX             |
|       | WEB SITE:           |   | E-MAIL:         | <b>kellerj@ci.bonney-lake.wa.us</b> |
| Corp  | CORP. ENTITY:       |   | CORP PHONE:     |                                     |
|       | ADDRESS:            |   | CORP FAX:       |                                     |
| Bill  | STATEMENT TO:       | <b>Bonney Lake Police Department</b>  |                 | BILLING PH:                         |
|       | ADDRESS:            | <b>18421 Veterans Memorial Drive East, Bonney Lake, WA 98391</b>                  |                 |                                     |
| Misc. | COMMENT:            | <b>Scheduled from Memorial Day to Labor Day 2024</b>                              |                 | TAX ZONE: <b>Bonney Lake</b>        |
|       | EMERGENCY CONTACT:  |   |                 |                                     |
|       | STRAIGHT TIME RATE: | <b>\$44.00</b>  | OVER TIME RATE: | <b>\$66.00</b>                      |

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

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 and all rights of subrogation. Please return signed fax to 253-535-0747.

Client Signature  Title Mayor Date 4/18/2024 | 8:22 AM PDT  
339AD7C13E9E492...

Printed Name of Signing Client Terry Carter

PCS Authorized Agent  Title Contracts Administrator Date Monday, April 15, 2024  
**Robert S. McPherson, CPP**

- Faxed on       E-Mailed on March 19, 2024       Mailed on       Hand Delivered on

Where did you find out about PCS Security Services:



MONTH: May 27<sup>th</sup> (Just before Memorial Day) to September 2nd (day after Labor Day), 2024.

From 10:00 hrs to 20:00 hrs (10 hour shifts). Two (2) officers, Friday - Sunday

| Day/Date | Shift | Name | S/T | O/T | Shift | Name | S/T | O/T | Shift | Name | S/T | O/T |
|----------|-------|------|-----|-----|-------|------|-----|-----|-------|------|-----|-----|
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DUTIES & RESPONSIBILITIES: