

**Amendment Number 1 to MetroWatch Court Security Services for Camas-Washougal
Municipal Court**

WHEREAS, the City of Camas, a municipal corporation ("City"), and Alberson Enterprises, LLC, a Washington Limited Liability Company ("Contractor"), entered into a Professional Services Agreement ("Agreement") effective September 9, 2021; and

WHEREAS, Exhibit B "Fees" is revised for 2023;

The City and Contractor hereby agree as follows:

Client will be billed \$43.53 per hour/per officer, with a four (4) hour minimum, except

- a) Any additional hours or alterations of the agreed-upon hours with less than ninety-six (96) hours prior notice will be billed at time and a half of \$65.30 per hour/per office.

All other terms and conditions remain in full force and effect.

IT IS SO AGREED

By _____
Jennifer Gorsuch
Administrative Services Director
City of Camas

By  _____
Alberson Enterprises, LLC
Metro Watch

Date _____

Date 12/28/2022



CITY OF CAMAS
PROFESSIONAL SERVICES AGREEMENT

616 NE 4th Avenue
Camas, WA 98607

MetroWatch Court Security Services
Camas-Washougal Municipal Court

THIS AGREEMENT is entered into between the **City of Camas**, a municipal corporation, hereinafter referred to as "the City", and **MetroWatch** hereinafter referred to as the "Contractor", in consideration of the mutual benefits, terms, and conditions hereinafter specified.

1. Project Designation. The Contractor is retained by the City to perform professional services in connection with the project designated as the **MetroWatch Court Security Services/Camas-Washougal Municipal Court**.
2. Scope of Services. Contractor agrees to perform the services, identified on **Exhibit "A"** attached hereto, including the provision of all labor, materials, equipment, supplies and expenses.
3. Time for Performance. Contractor shall perform all services and provide all work product required pursuant to this agreement effective upon signing date. The Agreement is terminated by the City in accordance with Section 18 of this Agreement.
4. Payment. The Contractor shall be paid by the City for completed work and for services rendered under this agreement as follows:
 - a. Payment for the work provided by Contractor shall be made as provided on **Exhibit "B"** attached hereto.
 - b. Client will be billed weekly, with fees due and payable thirty (30) days after invoice date. At Contractor's discretion, a late fee of two hundred dollars (\$200.00) may be assessed for any payment not received in full and on time. Any questions, discrepancies or concerns regarding any invoice or services covered during that billing period shall be brought to the attention of the Contractor via email within ten (10) calendar days of invoice date, otherwise they shall be deemed waived.
 - c. Payment as provided in this section shall be full compensation for work performed, services rendered and for all materials, supplies, equipment and incidentals necessary to complete the work.
 - d. The Contractor's records and accounts pertaining to this agreement are to be kept available for inspection by representatives of the City and the State of Washington for a

period of three (3) years after final payments. Copies shall be made available upon request.

5. Ownership and Use of Documents. All documents, drawings, specifications, electronic copies and other materials produced by the Contractor in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not. The Contractor shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with Contractor's endeavors.
6. Compliance with Laws. Contractor shall, in performing the services contemplated by this agreement, faithfully observe and comply with all federal state, and local laws, ordinances and regulations, applicable to the services to be rendered under this agreement.
7. Indemnification. Contractor shall defend, indemnify and hold the City of Camas, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Contractor in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

8. Contractor's Liability Insurance.
 - a. Insurance Term. The Contractor shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.
 - b. No Limitation. Contractor's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
 - c. Minimum Scope of Insurance. Contractor shall obtain insurance of types and coverage described below:
 1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000.00 per accident. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.

2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000.00 each occurrence, \$2,000,000.00 general aggregate. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury, and liability assumed under an insured contract.
 3. Professional Liability insurance appropriate to the Contractor's profession. Professional Liability insurance shall be written with limits no less than \$1,000,000.00 per claim and \$1,000,000.00 policy aggregate limit.
 4. Workers' Compensation coverage as required by Industrial Insurance laws of the State of Washington.
 5. Verification. Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, showing the City of Camas as a named additional insured, evidencing the Automobile Liability and Commercial General Liability of the Contractor before commencement of the work.
- d. Other Insurance Provision. The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect to the City. Any Insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.
 - e. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.
 - f. Verification of Coverage. Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Agreement before commencement of the work.
 - g. Notice of Cancellation. The Contractor shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.
 - h. Failure to Maintain Insurance. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days notice to the Contractor to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.
9. Independent Contractor. The Contractor and the City agree that the Contractor is an independent Contractor with respect to the services provided pursuant to this agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto.

Neither Contractor nor any employee of Contractor shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to Contractor, or any employee of Contractor.

10. Covenant Against Contingent Fees. The Contractor warrants that he/she has not employed or retained any company or person, other than a bonafide employee working solely for the Contractor, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a bonafide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the City shall have the right to annul this contract without liability or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
11. Discrimination Prohibited. During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest agrees to comply with the following laws and regulations:
 - Title VI of the Civil Rights Act of 1964
(42 USC Chapter 21 Subchapter V Section 2000d through 2000d-4a)
 - Federal-aid Highway Act of 1973
(23 USC Chapter 3 Section 324)
 - Rehabilitation Act of 1973
(29 USC Chapter 16 Subchapter V Section 794)
 - Age Discrimination Act of 1975
(42 USC Chapter 76 Section 6101 et seq.)
 - Civil Rights Restoration Act of 1987
(Public Law 100-259)
 - Americans with Disabilities Act of 1990
(42 USC Chapter 126 Section 12101 et. seq.)
 - 49 CFR Part 21
 - 23 CFR Part 200
 - RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the Contractor is bound by the provisions of **Exhibit "C"** attached hereto and by this reference made part of this Agreement, and shall include the attached **Exhibit "C"** in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

12. Confidentiality. The Contractor agrees that all materials containing confidential information received pursuant to this Agreement shall not be disclosed without the City's express written consent. Contractor agrees to provide the City with immediate written notification of any person seeking disclosure of any confidential information obtained for the City.
13. Work Product. All work product, including records, files, documents, plans, computer disks, magnetic media or material which may be produced or modified by the Contractor while performing the Services shall belong to the City. Upon written notice by the City during the

Term of this Agreement or upon the termination or cancellation of this Agreement, the Contractor shall deliver all copies of any such work product remaining in the possession of the Contractor to the City.

14. Assignment. The Contractor shall not sublet or assign any of the services covered by this agreement without the express written consent of the City.
15. Non-Waiver. Waiver by the City of any provision of this agreement or any time limitation provided for in this agreement shall not constitute a waiver of any other provision.
16. City's Right to Terminate Contract. The City shall have the right at its discretion and determination to terminate the contract following thirty (30) calendar days written notice. The Contractor shall be entitled to payment for work thus far performed and any associated expenses, but only after the city has received to its satisfaction the work completed in connection with the services to be rendered under this agreement.
17. Notices. Notices to the City of Camas shall be sent to the following address:
Lead Court Clerk
City of Camas
616 NE 4th Avenue
Camas, WA 98607
PH: 564-397-2125
lloveland@cityofcamas.us

Notices to Contractor shall be sent to the following address:

Mike Alberson
Metro Watch Protective Services
4501 NE Minnehaha Street, Suite 100
Vancouver, WA 98661
PH: 360-883-8333
FX: 360-694-9701
EMAIL: malberson@metro-watch.com

18. Integrated Agreement. This Agreement together with attachments or addenda, represents the entire and integrated agreement between the City and the Contractor and supersedes all prior negotiations, representations, or agreements written or oral. This agreement may be amended only by written instrument signed by both City and Contractor. Should any language in any Exhibits to this Agreement conflict with any language in this Agreement, the terms of this Agreement shall prevail. Any provision of this Agreement that is declared invalid, inoperative, null and void, or illegal shall in no way affect or invalidate any other provision herof and such other provisions shall remain in full force and effect.
19. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Washington.
20. Venue. The venue for any dispute related to this Agreement or for any action to enforce any term of this Agreement shall be Clark County, Washington.

- 21. Remedies Cumulative. Any remedies provided for under the terms of this Agreement are not intended to be exclusive, but shall be cumulative with all other remedies available to the City at law or in equity.
- 22. Counterparts. Each individual executing this Agreement on behalf of the City and Contractor represents and warrants that such individual is duly authorized to execute and deliver this Agreement. This Agreement may be executed in any number of counter-parts, which counterparts shall collectively constitute the entire Agreement.

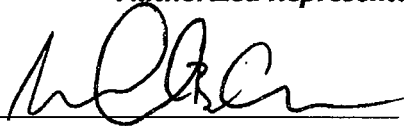
DATED this _____ day of _____, 2021.

CITY OF CAMAS:

CONTRACTOR: Metro Watch
Authorized Representative

By Jennifer Gorsuch

Digitally signed by Jennifer Gorsuch
DN: cn=Jennifer Gorsuch, o=City of Camas,
ou, email=jgorsuch@cityofcamas.us, c=US
Date: 2021.09.09 14:02:27 -0700

By 

Print Name _____

Print Name MICHAEL B. ALBERSOHN

Title _____

Title GM

EXHIBIT "A"
SCOPE of SERVICES

Contractor shall provide: one (1) armed uniformed security officer each week on Thursdays between 8:00am and 4:00pm.

Officers shall have the authority to civilly trespass and / or detain any person present or remaining on the property unlawfully.

It is understood and agreed to by Client that said services are to be those of observation and deterrence only and shall not be considered one of law enforcement. MetroWatch Officers are not authorized or obligated to act in the place of sworn law enforcement personnel but may exercise all civil authority granted them under this agreement by the lawful property owner, to wit, the Client. Said authority is limited by the client in the following particulars: None.

Contractor is not responsible or liable for any fire, theft, property damage, injury or other loss or casualty which may arise directly or indirectly to the premises or persons thereon.

Contractor will provide client with a report of specific incidents of interest / contact as needed.

Duties:

- Perform duties in the enforcement of security and safety of the municipal court including taking persons into custody, escorting them to and from court proceedings.
- Visually screen individuals for drugs or weapons for entry into the courtroom.
- Screen individuals and possessions when taken into custody.
- Provide security to judges, visitors and other court staff as required.
- Monitor interior and exterior building security.
- Maintain order in the courtroom and court offices, including escorting witnesses, visitors, employees, and jury members to and from the courtroom.
- Intervenes in violent situations to protect innocent parties, including the use of necessary and reasonable physical force.
- Respond quickly to emergencies.
- Maintain appropriate security and safety guidelines within a court setting.
- Interpret, explain and enforce municipal court policies and procedures.
- Learn standard law enforcement codes.
- Keep and maintain confidential information.
- Discharge a firearm and maintain required Federal, State and local qualification requirements.

- Use a variety of equipment in the enforcement of security and safety guidelines and regulations.
- Work independently and use good judgement in the absence of supervision.
- Prepare clear and concise reports.
- Understand and follow oral and written instructions.
- Effectively interact and communicate with the public.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with co-workers, peers and judges.
- Performs other duties as assigned by the Court Clerks or Judge.
- Coordinate with Camas and Washougal Police Departments if a situation warrants law enforcement.

EXHIBIT "B"
FEES

Client will be billed \$38.75 per hour / per officer, with a four (4) hour minimum, except:

a.) any additional hours or alterations of the agreed-upon hours with less than ninety-six (96) hours prior notice will be billed at time and a half of \$58.13 per hour / per officer.

b.) the following recognized holidays will be billed at time and a half:

New Year's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

EXHIBIT "C"
TITLE VI ASSURANCES

During the performance of this AGREEMENT, the CONTRACTOR, for itself, its assignees, and successors in interest agree as follows:

1. Compliance with Regulations: The CONTRACTOR shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "REGULATIONS"), which are herein incorporated by reference and made a part of this AGREEMENT.
2. Equal Opportunity Employer: The CONTRACTOR, In all services, programs, activities, hiring, and employment made possible by or resulting from this Agreement or any subcontract, there shall be no discrimination by Contractor or its selection and retention of sub-Contractors, including procurement of materials and leases of equipment, of any level, or any of those entities employees, agents, sub-Contractors, or representatives against any person because of sex, age (except minimum age and retirement provisions), race, color, religion, creed, national origin, marital status, or the presence of any disability, including sensory, mental or physical handicaps, unless based upon a bona fide occupational qualification in relationship to hiring and employment. This requirement shall apply, but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor shall comply with and shall not violate any of the terms of Chapter 49.60 RCW, Title VI of the Civil Rights Act of 1964, the Americans With Disabilities Act, Section 504 of the Rehabilitation Act of 1973, 49 CFR Part 21, 21.5 and 26, or any other applicable federal, state, or local law or regulation regarding non-discrimination.
3. Solicitations for Sub-Contractors, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by the CONTRACTOR for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-Contractor or supplier shall be notified by the CONTRACTOR of the CONTRACTOR's obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination of the grounds of race, color, sex, or national origin.
4. Information and Report: The CONTRACTOR shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by AGENCY, STATE or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, the CONTRACTOR shall so certify to the AGENCY, STATE or FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Non-compliance: In the event of the CONTRACTOR's non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such

AGREEMENT sanctions as it, the STATE or the FHWA may determine to be appropriate, including, but not limited to:

- Withholding of payments to the CONTRACTOR under the AGREEMENT until the CONTRACTOR complies, and/or;
 - Cancellation, termination, or suspension of the AGREEMENT, in whole or in part.
6. Incorporation of Provisions: The CONTRACTOR shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONTRACTOR shall take such action with respect to any sub-Contractor or procurement as the AGENCY, STATE, or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-Contractor or supplier as a result of such direction, the CONTRACTOR may request the AGENCY and the STATE enter into such litigation to protect the interests of the AGENCY and the STATE and, in addition, the CONTRACTOR may request the United States enter into such litigation to protect the interests of the United States.