

AMERICAN FORK CITY COUNCIL
AUGUST 20, 2015
NOTICE OF WORK SESSION AND AGENDA

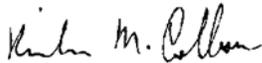
WORK SESSION

The purpose of City Work Sessions is to prepare the City Council for upcoming agenda items on future City Council Meetings. The Work Session is not an action item meeting. No one attending the meeting should rely on any discussion or any perceived consensus as action or authorization. These come only from the City Council Meeting.

Notice is hereby given that the American Fork City Council will meet in a work session on **Thursday, August 20, 2015**, in the **American Fork City Offices, 51 East Main Street**, commencing at **3:30 p.m.** The agenda shall be as follows:

1. Discussion on an extension of the solid waste collection agreement with Republic Services, Inc. to provide collection services for the City of American Fork. – *Craig Whitehead*
2. Discussion on the consideration of entering into a one year service contract with All Pro Security (APS) for the transportation of AFPD arrestees from the Utah County Jail to the 4th District Court (located in American Fork) for legal proceedings, and back to the county jail – *Lance Call*
3. Adjournment.

Dated this 18 day of August, 2015



Richard M. Colborn
City Recorder

CITY COUNCIL STUDY ITEM

**City of American Fork
COUNCIL WORK SESSION
August 20, 2015**

Department Administration

Director Approval



AGENDA ITEM Discussion on an extension of the solid waste collection agreement with Republic Services, Inc. to provide collection services for the City of American Fork.

BACKGROUND The City entered into a contract extension (Addendum #6) with Republic Services in 2011. That agreement ends on June 30, 2016.

Republic Services has proposed an extension of the current agreement. They have provided the City their collection rates for the first year of either a five or seven year extension period, which would begin July 1, 2016.

Staff will present information at the work session on the proposed collection rates, and the City's projected total revenue and expenditures for solid waste collection services.

Revenues from the monthly residential charge for solid waste collection services currently cover direct and overhead expenses related to collection services. This includes the cost of the collection contract charges, tipping fees at the Northpoint Transfer Facility, and personnel costs. If, however, the City incurs increased costs in the future, such as increased tipping fees etc., the City will need to examine the current rates charged to insure revenues cover expenditures.

BUDGET IMPACT The cost of solid waste collection services has been included in the current FY 2016 budget; the proposed extension would be for expenditures in the FY2017 budget.

SUPPORTING DOCUMENTS n/a

CITY COUNCIL STUDY ITEM

City of American Fork COUNCIL WORK SESSION AUGUST 20, 2015

Department Police Department

Department Lance Call

STUDY ITEM Consideration of entering into a one year service contract with All Pro Security (APS) for the transportation of AFPD arrestees from the Utah County Jail to the 4th District Court (located in American Fork) for legal proceedings, and back to the county jail.

BACKGROUND

It currently is the practice, and always has been, for the American Fork Police Department to be responsible for the transportation of AFPD arrestees/inmates from the county jail to the 4th District Court and back when the arrestees were required to appear before the court in their criminal proceedings. Last year (2014) there were 422 arrestees transported by AFPD officers to District Court. This practice has proven to be inefficient and costly.

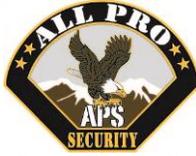
Staffing - The staffing for these jail transports has been accomplished through our officers volunteering to work the details on their free time for overtime wages. When volunteers weren't available, on-duty detectives have been forced to conduct the jail transports. The practice of forcing on-duty detectives to perform the transports has been detrimental to the department and the city because it takes the detectives away from working active criminal cases. Accordingly, investigation cases aren't being cleared in as timely a fashion as they would be otherwise.

Cost - We calculated the department costs of conducting in-house jail transports to be \$21,188.84 for 2014. We estimate the cost to the department to have APS perform the transports for us to be \$17,522.50 a year, representing a savings of \$3,666.34 a year.

In addition to the direct savings of \$3,666.34, there are substantial unseen savings in the amount of time required by department supervisors to manage and supervise the jail transport operation. Court notifications for pending transports sometimes only allow a couple of hours notice. Supervisors then must scramble to find officers to cover the transport assignments. With the approval of this service contract, the responsibility of those transports rests entirely with APS and not with the police department, thus freeing up the detectives and supervisors to continue in their assigned duties.

BUDGET IMPACT The funding for this service contract is already built into the police department budget through payroll expenses.

SUPPORTING DOCUMENTS APS Prisoner Transport Contract August 10 2015



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COURT SECURITY SERVICES AGREEMENT

THIS AGREEMENT, entered into on the 1st day of August 2015, by and between ALL PRO SECURITY (Hereinafter “APS”), a Utah limited-liability company, and American Fork City (hereinafter “Client”).

1. **Scope of APS Services.** During the term of this Agreement, APS shall be Client’s **exclusive** outside transport personnel. APS will provide personnel for prisoner transport services, and the services specified in paragraph 4 below. Unless specifically delineated in section 4 below, APS is not acting as a security consultant for client and the scope of services shall not exceed the services specifically delineated in this Agreement.

2. **Cost for Services.** Client shall pay APS for its services at the following rates:

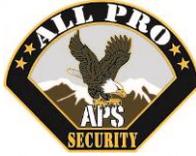
Item	Costs	Comments
Round-Trip Prisoner Transport To and From Utah County Jail	\$185.00 per Trip	Round Trip

Client shall pay 1.5 times the above-listed hourly rate for services and travel time by Deputy Constables on legal holidays. Other than legal holidays, the Client shall not pay overtime rates as part of this Agreement. APS agrees to adjust schedules to accommodate short-term changes in daily service requirements to help manage costs. No additional fee shall be charged on holidays for equipment, automobiles, fuel or scheduling/dispatch. The table in this Section 2 may be amended from time to time, but in no event shall the transport rate for services be increased or decreased unless the parties amend this Agreement in writing. Prices stated in Section 2 shall be firm for the initial one-year term of this Agreement. Client shall pay in full the amount of each invoice in compliance with the Terms and Conditions set forth in this Agreement.

APS transport vehicles have a 10 prisoner capacity. On days that the Client has 10 or less prisoners to be transported, Client shall not be billed more than \$185 (the cost of a single round trip). If Client has more than 10 prisoners to be transported in a single day, Client will be billed \$185 for the first round trip, and then billed an additional \$40 per prisoner for each prisoner in excess of 10. If APS provides court transport services on the same route to third-party agencies that necessitate more than one round trip per day, the Client shall not be billed for the additional trips needed to transport third-party agency prisoners.

3. **Term of Agreement.** APS agrees to provide for the Client the constable and prisoner transport services described below, for the period of August 1, 2015 until July 30, 2016 or the date of execution of this Agreement if later than the aforementioned date. Thereafter, this Agreement will automatically renew for successive one (1) year periods for two (2) years, unless either party gives written notice to the other party of its desire not to renew the Agreement at least ninety (90) days before the end of the initial or then current renewal term. Parties agree that once this contract is signed, APS will acquire the necessary transport vehicles. It is understood that there will be a minimum 4-8 weeks order time for the purchase and outfitting of said vehicles. APS can handle Friday transports immediately.

4. **Specific Services.** APS shall provide Client with transport services. In general, APS shall perform the following services at the following designated locations: Fourth District Court in American Fork, UT. Contractor shall provide Court constable and prisoner transport services to this location at scheduled times. Client shall provide changes in schedules and work locations to APS via email to admin@apsguards.com The current request for security services is on Tuesday (Either 8:30 am or 12:30 PM), Friday 8:30 am and occasionally on Wednesday or Thursdays. The Court typically advises of daily service requirements the same morning that the court transports are to take place. APS shall be responsible for communicating directly with the Court in regards to the scheduling of daily service requirements, and shall not bill Client for any alleged



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losses occurring as a result of scheduling changes. Client shall not be held financially responsible for scheduling changes made by the Court. If APS wishes to change their scheduling or communication arrangement with the Court, APS shall be responsible for such arrangements.

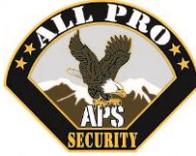
5. **Additional Conditions.** Client shall give APS access to Client's jail cells and holding facility, including the garage entrance to bring in prisoners.

6. **Personnel.** APS personnel provided by APS (hereinafter "Personnel") are either employed by APS or are retained under contract by APS. Personnel are neither employees of Client nor contractors of Client. Client shall not be responsible for any employment tax or other employee withholding charges in connection with the use of Personnel hereunder. Personnel shall be assigned by APS without regard to race, age, color, creed, sex, national origin, disability or any other basis protected by law. If Client has any complaint as to the performance, or training of any Personnel, Client shall inform APS of the same in writing and APS shall make reasonable attempts to address Client's concerns. APS shall retain full control over which Personnel are assigned to provide security services to Client. Any actions of a guard, contrary to or in addition to these duties, are done on the guard's own initiative and are not part of the contractual arrangement. Further, no course of conduct can change the duties of the contract.

7. **Limitation of Liability. CLIENT AGREES THAT APS IS NOT AN INSURER OF CLIENT'S PROPERTY OR ASSETS.** The amounts paid for APS's services hereunder are based on the value of the services provided, not the value of Client's assets or property. Client expressly acknowledges that APS is not responsible for the performance or failure of any and all electronic alarm systems, cameras, or security systems installed on Client's premises. Notwithstanding anything to the contrary herein, if Client (i) requests APS or its Personnel to operate a motor vehicle other than the one assigned by APS, Personnel may refuse; however, if Personnel agree to operate such vehicle, Client agrees to have the vehicle fully insured for at least one million dollars (\$1,000,000.00) for all-risk motorist liability.

8. **Reciprocal Indemnification.** To the fullest extent permitted by law, APS shall indemnify, defend and hold harmless the Client and its elected officials, appointed officers, agents, representatives, and employees from and against all direct, indirect or consequential losses, claims, damages, liabilities, liens, costs, citations, penalties, fines and expenses, including but not limited to court costs and attorney fees, arising out of or resulting from any intentional, willful, wanton, reckless or negligent act or omission of APS or any of its subcontractors, sub-subcontractors, or anyone directly or indirectly employed by any of them or anyone for whose acts they may be liable. To the fullest extent permitted by law, the Client shall indemnify, defend and hold harmless APS and its officers, managers, members, agents, representatives, and employees from and against all direct, indirect or consequential losses, claims, damages, liabilities, liens, costs, citations, penalties, fines and expenses, including but not limited to court costs and attorney fees, arising out of or resulting from any intentional, willful, wanton, reckless or negligent act or omission of the Client or any of its subcontractors, sub-subcontractors, or anyone directly or indirectly employed by any of them or anyone for whose acts they may be liable.

This indemnity obligation shall not be construed as negating, abridging, supplanting or otherwise reducing any other right or obligation of indemnity, which may otherwise exist in favor of either Party to this Agreement, nor shall it be construed as waiving, abridging or supplanting any right either Party has to assert governmental immunity or other immunity or privilege in relation to claims or causes of action asserted by entities or individuals not party to this Agreement. Neither Party shall be indemnified hereunder for any loss, liability, damage, or expense resulting from its sole negligence or willful misconduct. Notwithstanding the indemnity provisions contained herein, except for loss or damage resulting from the other Party's willful misconduct or sole negligence, each Party shall be responsible for damage to its own property and facilities resulting from acts of third parties.



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The indemnitee shall promptly tender claims to the indemnitor; however, failure to tender does not diminish the indemnitor's obligations, except the extent of any actual prejudice. To indemnify means to defend and hold harmless the indemnitee from all judgments, claims, damages, losses and expenses, including reasonable attorney fees and expert witness fees.

9. **Insurance.** Client agrees that it will at all times maintain a comprehensive liability policy of insurance providing casualty and liability coverage on all its property and assets, premises and business, and personal injury for persons on its premises.

APS shall provide the following minimum insurance coverage from companies holding a General Rating of "A" or better as set forth in the most current issue of Best's Key Rating Insurance Guide written for not less than the following, or greater if required by law and all such insurance to be primary to any insurance maintained by the Client, shall name the Client as an additional insured.

- a) APS's Worker's Compensation Insurance shall be written for not less than the statutory limits required by Utah law and APS's Employer's Liability Insurance shall be written for not less than \$1,000,000.
- b) APS's Comprehensive Automobile Liability Insurance shall be written with combined single limits of not less than \$1,000,000.
- e) APS's Comprehensive General Liability Insurance with contractual liability coverage on occurrence form with limits not less than \$2,000,000 each occurrence.

APS shall not commence service under this Agreement until all of the insurance required herein shall have been obtained by the APS. APS shall furnish to the Client Certificates of Insurance verifying that such insurance has been obtained. Such certificates will provide that the Client will receive at least thirty (30) days prior written notice of any material change in, cancellation of, or non-renewal of such insurance.

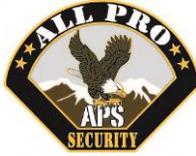
10. **Termination of Agreement.** Both Client and APS shall have the right to terminate this Agreement upon 30 days written notice, for no reason and without cause.

11. **Assignment.** Neither party will assign this Agreement without the express written approval of the other party.

12. **Non-Waiver.** Failure of either party to enforce any term, provision or obligation hereunder shall not constitute a waiver of that party's right to enforce all the terms, conditions and provisions herein, nor shall any failure to selectively enforce a term or provision affect the validity of such terms or provisions, or of the entire Agreement.

13. **Authorization.** Client hereby represents and warrants to APS that Client has the full right, power and authority to enter into and perform this Agreement in accordance with all the terms, provisions, and covenants and conditions hereof, and that the execution and delivery of this Agreement have been duly authorized by proper corporate or other required action. Client further warrants that APS is in no way infringing upon any existing contract between Client and another party and that APS has made no attempt to induce Client to wrongfully terminate an existing contract with any other party.

14. **Notices.** Any notice required or permitted hereunder to be in writing shall be typed or printed and shall be mailed postage prepaid to APS at 1390 W. State St., Pleasant Grove, UT 84062.



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15. **Invoices and Late Fee.** Client hereby agrees that all invoices submitted to Client are payable on receipt to the remittance address on the invoice. Client shall pay a late charge of five percent (5%) for invoiced amounts that remain unpaid for more than thirty (30) days. Client will bear all costs of collection of any past due amounts that are not contested by Client, including without limitation APS's reasonable attorney's fee, costs and expenses of collection, including filing fees, service fees, mediator or arbitrator fees, document preparation fees, postage, copying, travel, long distance tolls, computer legal research, investigations, expert witness fees, and other expenses incurred, whether or not the case goes to judicial litigation.

16. **Entire Agreement.** The terms and conditions set forth herein constitute the entire and complete Agreement between the parties pertaining to the subject matter hereof. No representations, inducements, promises or agreements of APS or any of its representatives not expressly set forth herein will be of any force or effect, and all such are superseded by this Agreement. Client represents and agrees that it has not relied upon any representation, promise or agreement or communication not set forth herein and waives any right to claim anything to the contrary. This Agreement cannot be modified except by the express written agreement of the parties, signed by both parties hereto and no modification will be binding unless so written and signed.

17. **Severability.** Client and APS agree that if any term of this Agreement is held to be unenforceable under applicable law, such term will be severed from the Agreement, the remaining terms and provisions of which shall be enforceable and continuing.

18. **Governing Law and Venue.** This Agreement will be interpreted under and governed by the laws of the State of Utah and any action brought to enforce or challenge the same must be venued in a Fourth District Court of Utah.

19. **Independent Contractor Status.** This Agreement does not constitute a hiring by either party and it is the parties' intent that the parties remain wholly independent. Neither party is an employee for any purpose, including, but not limited to, the application of the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the Utah State Revenue and Taxation Code relating to income tax withholding at the source of income, the Workers' Compensation Insurance Code, 401(k) and other benefit payments. APS shall retain sole and absolute discretion in the manner and means of carrying out its activities and responsibilities under this Agreement. Client shall not act as an agent of APS, ostensibly or otherwise, nor bind APS in any manner, unless specifically authorized to do so in writing.

20. **Time.** As it pertains to this Agreement, time is of the essence.

21. **Representation.** In compliance with the Utah Department of Professional Licensing, Security Personnel Licensing Act Rules R156-63-608, client acknowledges that APS represents that it is a private security company and is not a public law enforcement agency nor is it associated with the same.

BY SIGNING BELOW, CLIENT ACCEPTS THE FOREGOING TERMS AND CONDITIONS.

_____ (CLIENT)

ALL PRO SECURITY L.L.C.

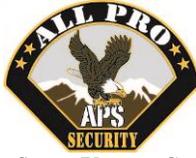
By: _____
Authorized Representative's Signature

By: _____
Authorized Representative

Print Name: _____

Print Title: _____

Business Address: _____



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