MEMO TO: BOARD OF DIRECTORS

FROM: KAREN GARCIA, SECURITY AND EMERGENCY MANAGEMENT MANAGER

THRU: ALLAN POLLOCK, GENERAL MANAGER

SUBJECT: APPROVAL OF CONTRACT EXTENSION FOR SECURITY SERVICES

<u>Issue</u>

Shall the Board authorize the extension of the Contract with G4S Secure Solutions Inc. to provide security services at Keizer Transit Center and the Downtown Transit Center at Courthouse Square?

Background and Findings

The goal of security is to provide our customers, community and employees an environment where they feel safe and secure while interacting with our transit system.

To help ensure the safety, security, comfort and convenience for those who use our services, SAMTD regulates conduct on its vehicles and property. Customers need to show respect for fellow customers, transit employees and for transit vehicles and facilities. There is a strong and collaborative relationship between Cherriots personnel, G4S Security Officers and the Salem Police Department. The continuity of security services is vital to meeting the District's safety and security needs.

In September 2012, the District entered into a contract with G4S Secure Solutions Inc. to provide security services at the Downtown Transit Center in Salem for the purpose of enhancing the customer experience by enforcing District Ordinances as well as providing customer service. The contract commenced on September, 4, 2012 and continued through September 3, 2014. The contact has provisions for three (3) additional one-year periods, for a maximum of five (5) years.

In September 2014, contract option years one (1) and two (2) were exercised, commencing on September, 4, 2014 and continuing through September 3, 2016. In August 2016, a part-time security officer was added to the Downtown Transit Center to provide an increased security presence and enhanced customer service during evening hours of operation.

An increase of 2% is proposed for cost of services beginning September 4, 2016 through September 3, 2017.

| Position | Total Hours Per Week | Billing Rate | Holiday/Overtime g Rate Billing Rate | | |
|--------------------|-------------------------|--------------|---|--|--|
| Transit Supervisor | 40 | \$24.20 | \$33.89 | | |
| Transit Officer | 187.5 | \$22.38 | \$31.33 | | |

G4S Secure Solutions Inc. has assured the District that an equivalent 2% increase in rate of pay will be extended to security staff assigned to the Cherriots contract.

Total contract cost for 2016-2017 is listed in the table below:

| Position | | Annual Cost | |
|--|-------|-------------|------------|
| Transit Security Supervisor (1) | | \$ | 50,336.00 |
| Transit Security Officer (4 full-time) | | \$ | 186,201.60 |
| Transit Security Officer (1 part-time) | | \$ | 32,003.40 |
| | Total | \$ | 268,541.00 |

Recommendation

Staff has determined that it is in the District's best interest to extend the term of the Contract at the hourly rates listed above, and recommends the Board authorized the extension of the Contract with G4S Secure Solutions Inc. for one year, beginning September 4, 2016, through September 3, 2017 for security services at the hourly rated listed above.

Proposed Motion

I move the that Board adopt the Staff determination that the amendment of the Contract is in the District's best interest and that the Board authorize an extension of the Contract with G4S Secure Solutions Inc. for one year, beginning September 4, 2016, through September 3, 2017 for security services at the hourly rates listed above.

AGREEMENT AMENDMENT #6

Date: August XX, 2016

 Parties:
 SALEM AREA MASS TRANSIT DISTRICT
 (""

 555 Court Street NE, Suite 5230
 Salem, OR 97301

G4S Secure Solutions (USA) Inc. 5100 SW Macadam Avenue, Suite 550 Portland, OR 97239 ("SAMTD" or "District")

("Contractor")

Recitals:

- A. SAMTD and Contractor (collectively the "Parties") have entered into an Agreement dated August 13, 2012, as amended, with respect to transit security officers and supervision, and;
- B. The Parties have mutually agreed to modify the Agreement effective as of September 4, 2016 (the "Effective Date") through September 3, 2017 ("term") and desire to evidence their mutual agreement herein.

Agreements:

The Parties make the following agreements which incorporate the above Recitals.

1. As of the Effective Date, Compensation and Payment, Paragraph 3 is hereby deleted and the following substituted in lieu thereof:

"3. Provided that Contractor fully and faithfully performs its obligations under this Agreement, SAMTD agrees to compensate Contractor in accordance with the terms of this Agreement. The maximum amount payable to Contractor during the 2016-2017 term is **\$268,541.00** (Two Hundred Sixty-Eight Thousand, Five Hundred Forty-One and 00/100 Dollars), unless amended, as described in Exhibit A."

2. As of Effective Date, Exhibit A, Cost Table is hereby deleted and the following substituted in lieu thereof:

COST:

| Position ¹ | Hours Per Week (HPW) | Billing Rate 2016-2017 | Holiday/Overtime Billing Rate 2016-2017 |
|-----------------------|----------------------------|---------------------------|---|
| A) Transit Supervisor | 40 | \$24.20 | \$33.89 |
| B) Transit Officer | 187.5 | \$22.38 | \$31.33 |

- 3. Except as modified by this Agreement, the Contract shall remain in full force and effect.
- 4. Contractor hereby certifies, under penalty of perjury, that Contractor is, to the best of its knowledge, not in violation of any tax laws described in ORS 305.380(4).

SALEM AREA MASS TRANSIT DISTRICT

By:

Allan Pollock, General Manager

Date:

G4S SECURE SOLUTIONS (USA) INC.

By:

Philip Scott, District Manager Northwest District

Date:

APPROVED AS TO LEGAL FORM:

District Legal Counsel