

CONTRACTOR: **KAEKA GROUP PROTECTIVE SERVICES**

CONTACT PERSON: **DAVID KAEKA**

ADDRESS: **4338 CLEARWATER LOOP SE**  
**LACEY, WA 98503**

TELEPHONE/FAX NUMBER: **253.279.5292**

FEDERAL ID NO.: **47-3912580**

COUNTY DEPT: **DEPARTMENT OF CONSERVATION & NATURAL  
RESOURCES – EVERGREEN STATE FAIR**

DEPT. CONTACT PERSON: **JEREMY HUSBY, DIVISION MANAGER**

TELEPHONE/EMAIL: **(425) 508-1838 / [Jeremy.Husby@snoco.org](mailto:Jeremy.Husby@snoco.org)**

PROJECT: **PRIVATE SECURITY SERVICES FOR FAIR**

CONTRACT DURATION: **Five (5) Years (2021 – 2025)**

AMOUNT/FUND CODE: **Not to Exceed \$121,000 (2021)**  
**DAC: 002-5095484101**  
**Job Cost Code: FGZ-EV-400-4101**

THIS AGREEMENT (the "Agreement") is made by and between Snohomish County, a political subdivision of the State of Washington (the "County") and Kaeka Group, Inc., a Washington corporation (the "Contractor"). In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. Purpose of Agreement; Scope of Services. The purpose of this Agreement is to provide private security services for the annual Snohomish County Evergreen State Fair in Monroe, Washington. The scope of services is as defined in Schedule A attached hereto and by this reference made a part hereof. This Agreement is the product of County RFP No. RFP-002-20SB.

The services shall be performed in accordance with the requirements of this Agreement and with generally accepted practices prevailing in the western Washington region in the occupation or industry in which the Contractor practices or operates at the time the services are performed. The Contractor shall perform the work in a timely manner and in accordance with the terms of this Agreement. The Contractor represents that it is fully qualified to perform the services to be performed under this Agreement in a competent and professional manner.

The Contractor will prepare and present status reports and other information regarding performance of the Agreement as the County may request.

2. Term of Agreement; Time of Performance. The Contractor agrees to provide for the annual Evergreen State Fair in Monroe, Washington, private security services, beginning with the 2021 Fair (August 26 – September 6) and thereafter for the subsequent 2022-2025 Fairs, through September 30, 2025; PROVIDED, HOWEVER, that the County's obligations after December 31, 2021 are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with the County Charter and applicable law and mutual acceptance of both parties to extend.

3. Compensation.

a. Services. Contractor shall submit to the County for review an invoice for services as provided in Schedule B within ten (10) days of completion of each annual Evergreen State Fair. Once invoice is approved by the County, payment shall be within thirty (30) calendar days after receipt of final approved invoice.

Notwithstanding the foregoing, in the event the County determines that it desires additional services or other changes within the scope of this Agreement, the parties may negotiate such changes including the amount of compensation to be paid for the additional work. Upon mutual agreement of the parties, the additional work, compensation and other changes shall be reduced to writing for the corresponding year.

b. Overhead and Expenses. The Contractor's compensation for services set forth in Section 3a above includes overhead and expenses and no separate claims for reimbursement of overhead or expenses will be allowed under this Agreement.

4. Independent Contractor. The Contractor agrees that Contractor will perform the services under this Agreement as an independent contractor and not as an agent, employee, or servant of the County. This Agreement neither constitutes nor creates an employer-employee relationship. The parties agree that the Contractor is not entitled to any benefits or rights enjoyed by employees of the County. The Contractor specifically has the right to direct and control Contractor's own activities in providing the agreed services in accordance with the specifications set out in this Agreement. The County shall only have the right to ensure performance. Nothing in this Agreement shall be construed to render the parties partners or joint ventures.

The Contractor shall furnish, employ and have exclusive control of all persons to be engaged in performing the Contractor's obligations under this Agreement (the "Contractor personnel"), and shall prescribe and control the means and methods of performing such obligations by providing adequate and proper supervision. Such Contractor personnel shall for all purposes be solely the employees or agents of the Contractor and shall not be deemed to be employees or agents of the County for any purposes whatsoever. With respect to Contractor personnel, the Contractor shall be solely responsible for compliance with all rules, laws and regulations relating to employment of labor, hours of labor, working conditions, payment of wages and payment of taxes, including applicable contributions from Contractor personnel when required by law.

Because it is an independent contractor, the Contractor shall be responsible for all obligations relating to federal income tax, self-employment or FICA taxes and contributions, and all other so-called employer taxes and contributions including, but not limited to, industrial insurance (workers' compensation). The Contractor agrees to indemnify, defend and hold the County harmless from any and all claims, valid or otherwise, made to the County because of these obligations.

The Contractor assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes, fees, licenses, excises or payments required by any city, county, federal or state legislation which are now or may during the term of the Agreement be enacted as to all persons employed by the Contractor and as to all duties, activities and requirements by the Contractor in performance of the work under this Agreement. The Contractor shall assume exclusive liability therefor and shall meet all

requirements thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith.

5. Ownership. Any and all data, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other materials created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the Contractor or the Contractor's subcontractors or consultants for delivery to the County under this Agreement shall be the sole and absolute property of the County. Such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the County at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Contractor uses to perform this Agreement but is not created, prepared, constructed, assembled, made, performed or otherwise produced for or paid for by the County is owned by the Contractor and is not "work made for hire" within the terms of this Agreement.

6. Changes. No changes or additions shall be made in this Agreement except as agreed to by both parties, reduced to writing and executed with the same formalities as are required for the execution of this Agreement.

7. County Contact Person. The assigned contact person (or project manager) for the County for this Agreement shall be:

Name: Jeremy Husby  
Title: Fairgrounds Manager  
Department: Department of Conservation and Natural Resources  
Telephone: (425) 508-1838  
Email: Jeremy.Husby@snoco.org

8. County Review and Approval. When the Contractor has completed any discrete portion of the services, the Contractor shall verify that the work is free from errors and defects and otherwise conforms to the requirements of this Agreement. The Contractor shall then notify the County that said work is complete. The County shall promptly review and inspect the work to determine whether the work is acceptable. If the County determines the work conforms to the requirements of this Agreement, the County shall notify the Contractor that the County accepts the work. If the County determines the work contains errors, omissions, or otherwise fails to conform to the requirements of this Agreement, the County shall reject the work by providing the Contractor with written notice describing the problems with the work and describing the necessary corrections or modifications to same. In such event, the Contractor shall promptly remedy the problem or problems and re-submit the work to the County. The Contractor shall receive no additional compensation for time spent correcting errors. Payment for the work will not be made until the work is accepted by the County. The Contractor shall be responsible for the accuracy of work even after the County accepts the work.

If the Contractor fails or refuses to correct the Contractor's work when so directed by the County, the County may withhold from any payment otherwise due to the Contractor an amount that the County in good faith believes is equal to the cost the County would incur in correcting the errors, in re-procuring the work from an alternate source, and in remedying any damage caused by the Contractor's conduct.

9. Subcontracting and Assignment. The Contractor shall not subcontract, assign, or delegate any of the rights, duties or obligations covered by this Agreement without prior express written consent of the County. Any attempt by the Contractor to subcontract, assign, or delegate any portion of the Contractor's obligations under this Agreement to another party in violation of the preceding sentence shall be null and void and shall constitute a material breach of this Agreement.

10. Records and Access; Audit; Ineligible Expenditures. The Contractor shall maintain adequate records to support billings. Said records shall be maintained for a period of seven (7) years after completion of this Agreement by the Contractor. The County or any of its duly authorized representatives shall have access at reasonable times to any books, documents, papers and records of the Contractor which are directly related to this Agreement for the purposes of making audit examinations, obtaining excerpts, transcripts or copies, and ensuring compliance by the County with applicable laws. Expenditures under this Agreement, which are determined by audit to be ineligible for reimbursement and for which payment has been made to the Contractor, shall be refunded to the County by the Contractor.

11. Indemnification.

To the maximum extent permitted by law and except to the extent caused by the sole negligence of the County the Contractor shall indemnify and hold harmless the County, their officers, officials, agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature arising out of, in connection with, or incidental to the services and/or deliverables provided by or on behalf of the Contractor. In addition, the Contractor shall assume the defense of the County its officers and employees in all legal or claim proceedings arising out of, in connection with, or incidental to such services and/or deliverables and shall pay all defense expenses, including reasonable attorneys' fees, expert fees and costs incurred by the County on account of such litigation or claims.

The above indemnification obligations shall include, but are not limited to, all claims against the County by an employee or former employee of the Contractor or its subcontractors, and the Contractor, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects only the County under any industrial insurance act including Title 51 RCW, other worker's compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim.

In the event that the County or State incurs any judgment, award and/or cost including attorneys' fees arising from the provisions of this section, or to enforce the provisions of this section, any such judgment, award, fees, expenses and costs shall be recoverable from the Contractor.

In addition to injuries to persons and damage to property, the term "claims," for purposes of this provision, shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in an unfair trade practice.

The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Agreement.



Nothing contained within this provision shall affect or alter the application of any other provision contained within this Agreement.

12. Insurance Requirements. The Contractor shall procure by the time of execution of this Agreement, and maintain for the duration of this Agreement, (i) insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the services hereunder by the Contractor, its agents, representatives, or employees, and (ii) a current certificate of insurance and additional insured endorsement when applicable.

a. General. Each insurance policy shall be written on an "occurrence" form.

By requiring the minimum insurance coverage set forth in this Section 12, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Agreement. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

b. No Limitation on Liability. The Contractor's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the County's recourse to any remedy available at law or in equity.

c. Minimum Scope and Limits of Insurance. The Contractor shall maintain coverage at least as broad as, and with limits no less than:

(i) General Liability: \$1,000,000.00 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$2,000,000.00 aggregate limit. CG 00 01 current edition, including Products and Completed Operations;

(ii) Automobile Liability: \$1,000,000.00 combined single limit per accident for bodily injury and property damage. CA 0001 current edition, Symbol 1;

(iii) Workers' Compensation: To meet applicable statutory requirements for workers' compensation coverage of the state or states of residency of the workers providing services under this Agreement;

(iv) Employers' Liability or "Stop Gap" coverage: \$1,000,000.00

d. Other Insurance Provisions and Requirements. The insurance coverage's required in this Agreement for all liability policies except workers' compensation and Professional Liability, if applicable, must contain, or must be endorsed to contain, the following provisions:

(i) The County, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Agreement. Such coverage shall be primary and non-contributory insurance as respects the County, its officers, officials, employees and agents. Additional Insured Endorsement shall be included with the certificate of insurance, "CG 2026 07/04" or its equivalent is required.

(ii) The Contractor's insurance coverage shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

(iii) Any deductibles or self-insured retentions must be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not limit or apply to the Contractor's liability to the County and shall be the sole responsibility of the Contractor.

(iv) Insurance coverage must be placed with insurers with a Best's Underwriting Guide rating of no less than A:VIII, or, if not rated in the Best's Underwriting Guide, with minimum surpluses the equivalent of Best's surplus size VIII.

Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits until after forty-five (45) calendar days' prior written notice has been given to the County.

If at any time any of the foregoing policies fail to meet minimum requirements, the Contractor shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

e. **Subcontractors.** The Contractor shall include all subcontractors as insureds under its policies, or shall furnish separate certificates of insurance and policy endorsements for each subcontractor. **Insurance coverages provided by subcontractors instead of the Contractor as evidence of compliance with the insurance requirements of this Agreement shall be subject to all of the requirements stated herein.**

13. **County Non-discrimination.** It is the policy of the County to reject discrimination which denies equal treatment to any individual because of his or her race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability as provided in Washington's Law against Discrimination, Chapter 49.60 RCW, and the Snohomish County Human Rights Ordinance, Chapter 2.460 SCC. These laws protect against specific forms of discrimination in employment, credit transactions, public accommodation, housing, county facilities and services, and county contracts.

The Contractor shall comply with the substantive requirements of Chapter 2.460 SCC, which are incorporated herein by this reference. Execution of this Agreement constitutes a certification by the Contractor of the Contractor's compliance with the requirements of Chapter 2.460 SCC. If the Contractor is found to have violated this provision, or to have furnished false or misleading information in an investigation or proceeding conducted pursuant to this Agreement or Chapter 2.460 SCC, this Agreement may be subject to a declaration of default and termination at the County's discretion. This provision shall not affect the Contractor's obligations under other federal, state, or local laws against discrimination

14. **Federal Non-discrimination.** Snohomish County assures that no persons shall on the grounds of race, color, national origin, or sex as provided by Title VI of the Civil Rights Act of 1964 (Pub. L. No. 88-352), as amended, and the Civil Rights Restoration Act of 1987 (Pub. L. No. 100-259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any County sponsored program or activity. Snohomish County further assures that every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

15. **Employment of County Employees.** SCC 2.50.075, "Restrictions on future employment of County employees," imposes certain restrictions on the subsequent employment and compensation of County employees. The Contractor represents and warrants to the County that it does not at the time of execution of this Agreement, and that it shall not during the term of this Agreement, employ a former or

current County employee in violation of SCC 2.50.075. For breach or violation of these representations and warranties, the County shall have the right to terminate this Agreement without liability.

16. Compliance with Other Laws. The Contractor shall comply with all other applicable federal, state and local laws, rules, and regulations in performing this Agreement.

17. Compliance with Grant Terms and Conditions. The Contractor shall comply with any and all conditions, terms and requirements of any federal, state or other grant, if any, that wholly or partially funds the Contractor's work hereunder.

18. Prohibition of Contingency Fee Arrangements. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide 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 Agreement. For breach or violation of this warranty, the County shall have the right to terminate this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

19. Force Majeure. If either party is unable to perform any of its obligations under this Agreement as a direct result of an unforeseeable event beyond that party's reasonable control, including but not limited to an act of war, act of nature (including but not limited to earthquake and flood), embargo, riot, sabotage, epidemic, labor shortage or dispute (despite due diligence in obtaining the same), or governmental restriction imposed subsequent to execution of the Agreement (collectively, a "force majeure event"), the time for performance shall be extended by the number of days directly attributable to the force majeure event. Both parties agree to use their best efforts to minimize the effects of such failures or delays.

20. Suspension of Work. The County may, at any time, instruct the Contractor in writing to stop work effective immediately, or as directed, pending either further instructions from the County to resume the work or a notice from the County of breach or termination under Section 21 of this Agreement.

21. Non-Waiver of Breach; Termination.

a. The failure of the County to insist upon strict performance of any of the covenants or agreements contained in this Agreement, or to exercise any option conferred by this Agreement, in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect.

b. If the Contractor breaches any of its obligations hereunder, and fails to cure the same within ten (10) business days of written notice to do so by the County, the County may terminate this Agreement, in which case the County shall pay the Contractor only for the services and corresponding reimbursable expenses, if any, accepted by the County in accordance with Sections 3 and 8 hereof.

c. The County may terminate this Agreement upon thirty (30) business days' written notice to the Contractor for any reason other than stated in subparagraph b above, in which case payment shall be made in accordance with Sections 3 and 8 hereof for the services and corresponding reimbursable

expenses, if any, reasonably and directly incurred by the Contractor in performing this Agreement prior to receipt of the termination notice.

d. Determination by the County hereunder shall not affect the rights of the County as against the Contractor provided under any other section or paragraph herein. The County does not, by exercising its rights under this Section 21, waive, release or forego any legal remedy for any violation, breach or non-performance of any of the provisions of this Agreement. At its sole option, the County may deduct from the final payment due the Contractor (i) any damages, expenses or costs arising out of any such violations, breaches or non-performance and (ii) any other set-offs or credits including, but not limited to, the costs to the County of selecting and compensating another contractor to complete the work of the Agreement.

22. **Notices.** All notices and other communications shall be in writing and shall be sufficient if given, and shall be deemed given, on the date on which the same has been mailed by certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the County: Snohomish County Evergreen State Fair  
14405 179<sup>th</sup> Ave SE  
Monroe, Washington 98272  
Attention: Tom Teigen  
DCNR Director

and to: Snohomish County Purchasing Division  
3000 Rockefeller Avenue, M/S 507  
Everett, Washington 98201  
Attention: Bramby Tollen  
Purchasing Manager

If to the Contractor: Kaeka Group Protective Services  
4338 Clearwater Loop SE  
Lacey, WA 98503  
Attention: David Kaeka  
Owner

The County or the Contractor may, by notice to the other given hereunder, designate any further or different addresses to which subsequent notices or other communications shall be sent.

23. **Confidentiality.** The Contractor shall not disclose, transfer, sell or otherwise release to any third party any confidential information gained by reason of or otherwise in connection with the Contractor's performance under this Agreement. The Contractor may use such information solely for the purposes necessary to perform its obligations under this Agreement. The Contractor shall promptly give written notice to the County of any judicial proceeding seeking disclosure of such information.

24. **Public Records Act.** This Agreement and all public records associated with this Agreement shall be available from the County for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the

Contractor are needed for the County to respond to a request under the Act, as determined by the County, the Contractor agrees to make them promptly available to the County. If the Contractor considers any portion of any record provided to the County under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the Contractor shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by the Contractor and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify the Contractor (a) of the request and (b) of the date that such information will be released to the requester unless the Contractor obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Contractor fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

The County has, and by this section assumes, no obligation on behalf of the Contractor to claim any exemption from disclosure under the Act. The County shall not be liable to the Contractor for releasing records not clearly identified by the Contractor as confidential or proprietary. The County shall not be liable to the Contractor for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

25. Interpretation. This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the parties. The language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the parties hereto. The captions and headings of this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

26. Complete Agreement. The Contractor was selected through the County's RFP in Section 1. The RFP and the Contractor's response are incorporated herein by this reference. To the extent of any inconsistency among this Agreement, the RFP and the Contractor's response, this Agreement shall govern. To the extent of any inconsistency between the RFP and the Contractor's response, the RFP shall govern.

27. Conflicts between Attachments and Text. Should any conflicts exist between any attached exhibit or schedule and the text or main body of this Agreement, the text or main body of this Agreement shall prevail.

28. No Third Party Beneficiaries. The provisions of this Agreement are for the exclusive benefit of the County and the Contractor. This Agreement shall not be deemed to have conferred any rights, express or implied, upon any third parties.

29. Governing Law; Venue. This Agreement shall be governed by the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County.

30. Severability. Should any clause, phrase, sentence or paragraph of this agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.

31. Authority. Each signatory to this Agreement represents that he or she has full and sufficient authority to execute this Agreement on behalf of the County or the Contractor, as the case may be, and



that upon execution of this Agreement it shall constitute a binding obligation of the County or the Contractor, as the case may be.

32. Survival. Those provisions of this Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall so survive.

33. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one and the same Agreement.

SNOHOMISH COUNTY:

CONTRACTOR

*Lacey Harper* Digitally signed by Lacey Harper  
Date: 2021.07.29 15:42:47 -07'00'

*David Kaeka*

County Executive  
Date: \_\_\_\_\_

KAEKA GROUP / CEO  
Date: 5/5/2021

Approved as to insurance  
And indemnification provisions:

Approved as to form only:

*Sheila Barker* Digitally signed by Sheila Barker  
Date: 2021.07.21 07:20:23 -07'00'

Risk Management  
Date: \_\_\_\_\_

Legal Counsel to the Contractor  
Date \_\_\_\_\_

Approved as to form only:

*Rebecca J. Guadamud*

Deputy Prosecuting Attorney  
Date: 05-06-2021

<b>COUNCIL USE ONLY</b>	
Approved	<u>7/28/2021</u>
ECAF #	<u>2021-0473</u>
MOT/ORD	<u>Motion 21-255</u>

## Schedule A

### Scope of Services

Contractor shall be responsible in providing uniformed/unarmed security functions, PROVIDED, HOWEVER, Snohomish County Sheriff's Office (SCSO) has authority and is responsible for law enforcement services at the annual Evergreen State Fair (the "Fair").

Services shall be provided beginning at 9pm, the Tuesday before the start of Fair and run through 8am, the Tuesday after the Fair ends. Anticipated schedules and compensation for each year are listed on Schedules B – D and are listed under each duty. The County reserves the right to adjust the schedule and hours as necessary to ensure provision of security services to the Fair and general public.

Anticipated duties include the following:

- 1) **Supervisory Personnel.** Supervisor with the authority to represent Contractor in operational and staffing decisions shall be physically present and available on-site whenever Contractor's personnel are performing the duties. Supervisor shall attend the pre-Fair safety meeting, daily Fair safety meetings and be involved in table talk exercises and informed of the County's emergency action plan.
- 2) **Daily Admissions Gate Security.** Contractor's Gate Security provides security at the four (4) main admission gates (west, east, north and southeast; aka Red, Blue, White, Green) to the County's admission personnel. Gate Security shall not leave assigned gate unless directed otherwise by Supervisor, Fair Manager, or Sheriff. On Labor Day, Gate Security is responsible for staffing assigned gates until given the all-clear signal to allow vehicles to enter the grounds for vendor move-out. Gate Security shall be observant and monitor crowds at these entry points for potential problems, mask enforcement and social distancing, and (through Supervisor) communicate with Sheriff's Office on-site dispatch regarding those issues related to security or law enforcement as designated by the County. In addition, Gate Security shall work closely with Sheriff and Lost Person's Station during "lost children" reports.
- 3) **Bag Searches.** Bag Search Security shall be responsible for handling bag searches at the Fair's three (3) main public entrance gates (west, east and north; aka Red, Blue and White). Hours and number of Bag Search Security positions may be adjusted on a daily based on public attendance fluxuations and as approved by the County. Bag searches shall be performed to control for items that are hand carried into the venue, as outlined in the Fair's bag search procedures (detailed below). Bag Search Security shall have been trained by Contractor in proper bag search procedures. In addition to bag searches, Bag Search Security will monitor that all guests arriving are wearing masks and that guests waiting for bag searches are using social distancing.

#### **Bag Search Procedures:**

- a) **ITEMS TO BE SEARCHED.** Searches may be conducted of large bags and purses, back packs, diaper bags, coolers, strollers, buggies, and any other large containers.
- b) **ITEM DESCRIPTIONS.** Items not permitted in the Fairgrounds shall include:
  1. Illegal items that are illegal at the city, county, State, and Federal level and are, therefore, prohibited in the Fairgrounds (e.g., explosives, narcotics, or drug paraphernalia);
  2. Prohibited items, example, alcoholic beverages, knives greater than 3.5" long, numb-chucks, concealed weapons, pepper spray containers, air horns, glass bottles, etc.; and

3. Suspicious items or uniqueness of item (e.g., large roll of wire, large quantity of batteries, a screwdriver, alarm clock, odd smelling items, large amount of merchandise from a sporting goods store, disassembled gun parts, etc.).

4) **Grandstand Concert Series.** Grandstand Concert Series Security provides backstage (including performer's trailers), front of the house (to monitor sound equipment area), concert vehicle gate (allowing only approved vehicles into the Grandstand), and perimeter security during the Concert Series scheduled in the Fair's Grandstand. Grandstand Concert Series Security may assist with crowd control as designated by the County or Sheriff's Office.

Hours and number of Grandstand Concert Series Security personnel will vary and are dependent on each entertainer. Grandstand Concert Series Security assigned to late shift will remain on duty and in place until released by the County's Concert Programming Supervisor.

5) **Rodeo Series.** Rodeo Series Security is responsible for providing security inside and outside of the Equestrian Arena during the Rodeo's public performance times, including patrols. Rodeo are scheduled for the last Friday, Saturday, and Sunday of the Fair.

6) **Additional Security.** Additional Security may be required for unanticipated security duties. Prior to each annual Fair, the parties shall agree on a notification time period needed to staff these additional services.

7) **Night Security.** Night Security duties include: clear and secure buildings at closing times; open and staff buildings for morning restocking purposes; monitor public gates until closed for the evening; secure and monitor service gates all night; patrol buildings and grounds including the RV park; and provide gate security at public entrances until relieved by 8am Gate Security shift. Gate security includes all five gates (Red, White, Blue, Blue Lot and Green).

#### **County Responsibilities**

The County will provide the following:

- a) A base of operation (office space).
- b) Radio Communication with Fair Administration and Sheriff's Office Command Center.
- c) Compensation to Contractor as provided for in this Agreement.
- d) Appropriate admission and parking passes.

**Schedule B**

**2021 Fair (August 26-31 and September 2-6, 2021) Compensation & Work Schedule**

- a) **Agreement Maximum.** Total charges under this Agreement shall not exceed \$ 121,000.00 for 2021, which includes overhead and expenses. Rates established in the RFP represent the hourly rate to provide uninterrupted security service. No other claims for reimbursement will be allowed under this Agreement, unless authorized by the County.
- b) Contractor is solely responsible to provide relief personnel whenever the assigned security personnel is not physically present at a gate (example: rest and lunch breaks). County shall not be responsible for, nor provide compensation for, any costs incurred by the Contractor in providing the aforementioned relief personnel.

**Example of work schedules (tentative schedules – subject to change)**

**Fair will provide work schedule 60 days prior to Opening Day**

<b>(1) GATE SECURITY.</b>					
a) Hours reflected in this section are the hours gates are to be staffed each day.					
b) Gate Security shall be scheduled at one (1) position per gate per shift.					
c) Rovers assist Supervisor in giving breaks or augmenting other areas when needed.					
Position/Duties	# Security	Daily Fair Dates Aug 26 – Sep 5, 2021	Labor Day Sep 6, 2021	Est. Daily Hours	Hourly Rate
Supervisor	1	8:00 a.m. – 10:00 p.m.	8:00 a.m. – 8:30 p.m.	14 / 12.5	\$28.62
<b>Gate Security:</b>					
1) West (Red) Gate	1	8:00 a.m. – 10:00 p.m.	8:00 a.m. – 8:30 p.m.	14 / 12.5	\$26.83
2) East (Blue) Gate	1	8:00 a.m. – 10:00 p.m.	8:00 a.m. – 8:30 p.m.	14 / 12.5	\$26.83
3) EQ NW (White) Gate	1	8:00 a.m. – 10:00 p.m.	8:00 a.m. – 8:30 p.m.	14 / 12.5	\$26.83
4) Green Gate Entry	1	8:00 a.m. – 10:00 p.m.	8:00 a.m. – 8:30 p.m.	14 / 12.5	\$26.83
5) Rover 1	1	11:00 a.m. – 7:00 p.m.	11:00 a.m. – 4:00 p.m.	8 / 5	\$26.83
6) Rover 2	1	12:Noon – 8:00 p.m.	12:Noon – 5:00 p.m.	8 / 5	\$26.83
<b>(2) BAG SEARCHES.</b>					
a) Hours reflected in this section are the hours gates to be staffed each day.					
b) Bag Search Security shall be scheduled at two (2) positions per gate per shift.					
c) Supervisor assists in giving breaks or augmenting other areas when needed.					
Position/Duties	# Security	Daily Fair Dates Aug 26 – 31, 2021 Closed Sep 1, 2021 Sep 2 – 5, 2021	Labor Day Sep 6, 2021	Est. Daily Hours	Hourly Rate
Supervisor	1	8:00 a.m. – 10:00 p.m.	8:00 a.m. – 7:00 p.m.	14 / 11	\$28.62
1) West (Red) Gate	2	8:00 a.m. – 10:00 p.m.	8:00 a.m. – 7:00 p.m.	14 / 11	\$26.83
2) East (Blue) Gate	2	8:00 a.m. – 10:00 p.m.	8:00 a.m. – 7:00 p.m.	14 / 11	\$26.83
3) EQ NW (White) Gate	2	8:00 a.m. – 10:00 p.m.	8:00 a.m. – 7:00 p.m.	14 / 11	\$26.83
<b>(3) GRANDSTAND CONCERT SERIES.</b>					

**SCHEDULE EXAMPLES ONLY:**

Below times and number of personnel are estimates only and will be adjusted once the entertainer is contracted and concert production paperwork is received from the concert promoter and Fair Manager:

Dates	Positions	Number Security per shift		Est. Daily Hours	Hourly Rate
August 30 <sup>th</sup>	Concert Vehicle Gate	1	10:00 am – 11:00 pm	13	\$26.83
August 31 <sup>st</sup>	Back of House	1	11:00 am – 10:00 pm	11	\$26.83
September 2 <sup>nd</sup>	Front of House	1	12:00 pm – 10:00 pm	10	\$26.83

September 3 <sup>rd</sup> Closed Wednesday September 1, 2021	Additional Front of House	2	5:00 pm – 10:00 pm	5	\$26.83
	Additional Front of House	2	5:30 pm – 10:00 pm	4.5	\$26.83
<b>(4) RODEO SERIES.</b>					
<b>Dates</b>		<b>Positions</b>	<b>Schedule</b>	<b>Est. Daily Hours</b>	<b>Hourly Rate</b>
Friday – Saturday – Sunday September 3 <sup>rd</sup> thru September 5 <sup>th</sup>		4 Positions	4:00 p.m. – 10:00 p.m.	6	\$26.83
<b>(5) NIGHT SECURITY.</b>					
<b>Dates</b>	<b>Positions</b>	<b># Positions/Hours per shift</b>	<b>Est. Daily Hours</b>	<b>Hourly Rate</b>	
Night Security services begin Tuesday evening August 24 <sup>th</sup> before the start of Fair and ends at 8am on the Tuesday after Fair ends, September 7 <sup>th</sup> .	Supervisor	1 10:00 pm – 10:00 am 7:00pm, Sep 6-8:00am, Sep 7	12 13	\$28.62	
	Service Gates (Red, White, Blue, Green, Blue Lot)	5 10:00 pm – 7:00 am 7:00pm, Sep 6-8:00am, Sep 7	9 13	\$26.83	
	Roving Patrols	2 10:00 pm – 10:00 am 7:00pm, Sep 6-8:00am, Sep 7	12 13	\$26.83	
	Roving Patrols/Building Security	6 10:00 pm – 8:00 am 7:00pm, Sep 6-8:00am, Sep 7	10 13	\$26.83	



**Schedule C**

**2022 (August 25-September 5) & 2023 (August 24-September 4) Fairs Compensation & Work Schedule**

- a) **Agreement Maximum.** Total charges under this Agreement shall not exceed \$ 250,000.00 for 2022 and 2023 combined, which includes overhead and expenses. Rates established in the RFP represent the hourly rate to provide uninterrupted security service. No other claims for reimbursement will be allowed under this Agreement, unless authorized by the County.
- b) Contractor is solely responsible to provide relief personnel whenever the assigned security personnel is not physically present at a gate (example: rest and lunch breaks). County shall not be responsible for, nor provide compensation for, any costs incurred by the Contractor in providing the aforementioned relief personnel.

**Example of work schedules (tentative schedules – subject to change)  
Fair will provide work schedule 60 days prior to Opening Day**

<b>(1) GATE SECURITY.</b>					
a) Hours reflected in this section are the hours gates are to be staffed each day.					
b) Gate Security shall be scheduled at one (1) position per gate per shift.					
c) Rovers assist Supervisor in giving breaks or augmenting other areas when needed.					
Position/Duties	# Security	Daily Fair Dates	Labor Day	Est. Daily Hours	Hourly Rate
Supervisor	1	8:00 a.m. – 10:00 p.m.	8:00 a.m. – 8:30 p.m.	14 / 12.5	\$28.62
<b>Gate Security:</b>					
1) West (Red) Gate	1	8:00 a.m. – 10:00 p.m.	8:00 a.m. – 8:30 p.m.	14 / 12.5	\$26.83
2) East (Blue) Gate	1	8:00 a.m. – 10:00 p.m.	8:00 a.m. – 8:30 p.m.	14 / 12.5	\$26.83
3) EQ NW (White) Gate	1	8:00 a.m. – 10:00 p.m.	8:00 a.m. – 8:30 p.m.	14 / 12.5	\$26.83
4) Green Gate Entry	1	8:00 a.m. – 10:00 p.m.	8:00 a.m. – 8:30 p.m.	14 / 12.5	\$26.83
5) Rover 1	1	11:00 a.m. – 7:00 p.m.	11:00 a.m. – 4:00 p.m.	8 / 5	\$26.83
6) Rover 2	1	12:Noon – 8:00 p.m.	12:Noon – 5:00 p.m.	6 / 5	\$26.83
<b>(2) BAG SEARCHES.</b>					
a) Hours reflected in this section are the hours gates to be staffed each day.					
b) Bag Search Security shall be scheduled at two (2) positions per gate per shift.					
c) Supervisor assists in giving breaks or augmenting other areas when needed.					
Position/Duties	# Security	Daily Fair Dates	Labor Day	Est. Daily Hours	Hourly Rate
Supervisor	1	8:00 a.m. – 10:00 p.m.	8:00 a.m. – 7:00 p.m.	14 / 11	\$28.62
1) West (Red) Gate	2	8:00 a.m. – 10:00 p.m.	8:00 a.m. – 7:00 p.m.	14 / 11	\$26.83
2) East (Blue) Gate	2	8:00 a.m. – 10:00 p.m.	8:00 a.m. – 7:00 p.m.	14 / 11	\$26.83
3) EQ NW (White) Gate	2	8:00 a.m. – 10:00 p.m.	8:00 a.m. – 7:00 p.m.	14 / 11	\$26.83
<b>(3) GRANDSTAND CONCERT SERIES.</b>					

<b>SCHEDULE EXAMPLES ONLY:</b>					
Below times and number of personnel are estimates only and will be adjusted once the entertainer is contracted and concert production paperwork is received from the concert promoter and Fair Manager:					
Dates	Positions	Number Security per shift	Est. Daily Hours	Hourly Rate	
Monday	Concert Vehicle Gate	1	10:00 am – 11:00 pm	13	\$26.83
Tuesday	Back of House	1	11:00 am – 10:00 pm	11	\$26.83
Wednesday	Front of House	1	12:00 pm – 10:00 pm	10	\$26.83
2 <sup>nd</sup> Thursday	Additional Front of House	2	5:00 pm – 10:00 pm	5	\$26.83
2 <sup>nd</sup> Friday	Additional Front of House	2	5:30 pm – 10:00 pm	4.5	\$26.83

**(4) RODEO SERIES.**

Dates	Positions	Schedule	Est. Daily Hours	Hourly Rate
Last Friday through Sunday of Fair	4 Positions	4:00 p.m. – 10:00 p.m.	6	\$26.83

**(5) NIGHT SECURITY.**

Dates	Positions	# Positions/Hours per shift	Est. Daily Hours	Hourly Rate
Night Security services begin Tuesday evening before the start of Fair and ends at 8am on the Tuesday after Fair ends.	Supervisor	1 10:00 pm – 10:00 am	12	\$28.62
		7:00pm, Sep 6-8:00am, Sep 7	13	
	Service Gates (Red, White, Blue, Green, Blue Lot)	5 10:00 pm – 6:00 am	9	\$26.83
		7:00pm, Sep 6-8:00am, Sep 7	13	
Roving Patrols	1 10:00 pm – 10:00 am	12	\$26.83	
	7:00pm, Sep 6-8:00am, Sep 7	13		
Roving Patrols/Building Security	7 10:00 pm – 8:00 am	10	\$26.83	
	7:00pm, Sep 6-8:00am, Sep 7	13		

**Schedule D**

**2024 (August 22-September 2) & 2025 (August 21-September 1) Fairs Compensation & Work Schedule**

- c) **Agreement Maximum.** Total charges under this Agreement shall not exceed \$ 260,000.00 for 2024 and 2025 combined, which includes overhead and expenses. Rates established in the RFP represent the hourly rate to provide uninterrupted security service. No other claims for reimbursement will be allowed under this Agreement, unless authorized by the County.
- d) Contractor is solely responsible to provide relief personnel whenever the assigned security personnel is not physically present at a gate (example: rest and lunch breaks). County shall not be responsible for, nor provide compensation for, any costs incurred by the Contractor in providing the aforementioned relief personnel.
- e) Note regarding estimated hours: Work schedules in Scope of Services and below estimated hours are subject to annual changes dependent on Fair activities, entertainment and events scheduled in any given year.

**Example of work schedules (tentative schedules – subject to change)  
Fair will provide work schedule 60 days prior to Opening Day**

<b>(1) GATE SECURITY.</b>					
a) Hours reflected in this section are the hours gates are to be staffed each day.					
b) Gate Security shall be scheduled at one (1) position per gate per shift.					
c) Rovers assist Supervisor in giving breaks or augmenting other areas when needed.					
Position/Duties	# Security	Daily Fair Dates	Labor Day	Est. Daily Hours	Hourly Rate
Supervisor	1	8:00 a.m. – 10:00 p.m.	8:00 a.m. – 8:30 p.m.	14 / 12.5	\$29.48
Gate Security:					
1) West (Red) Gate	1	8:00 a.m. – 10:00 p.m.	8:00 a.m. – 8:30 p.m.	14 / 12.5	\$27.63
2) East (Blue) Gate	1	8:00 a.m. – 10:00 p.m.	8:00 a.m. – 8:30 p.m.	14 / 12.5	\$27.63
3) EQ NW (White) Gate	1	8:00 a.m. – 10:00 p.m.	8:00 a.m. – 8:30 p.m.	14 / 12.5	\$27.63
4) Green Gate Entry	1	8:00 a.m. – 10:00 p.m.	8:00 a.m. – 8:30 p.m.	14 / 12.5	\$27.63
5) Rover 1	1	11:00 a.m. – 7:00 p.m.	11:00 a.m. – 4:00 p.m.	8 / 5	\$27.63
6) Rover 2	1	12:Noon – 8:00 p.m.	12:Noon – 5:00 p.m.	8 / 5	\$27.63
<b>(2) BAG SEARCHES.</b>					
a) Hours reflected in this section are the hours gates to be staffed each day.					
b) Bag Search Security shall be scheduled at two (2) positions per gate per shift.					
c) Supervisor assists in giving breaks or augmenting other areas when needed.					
Position/Duties	# Security	Daily Fair Dates	Labor Day	Est. Daily Hours	Hourly Rate
Supervisor	1	8:00 a.m. – 10:00 p.m.	8:00 a.m. – 7:00 p.m.	14 / 11	\$29.78
1) West (Red) Gate	2	8:00 a.m. – 10:00 p.m.	8:00 a.m. – 7:00 p.m.	14 / 11	\$27.63
2) East (Blue) Gate	2	8:00 a.m. – 10:00 p.m.	8:00 a.m. – 7:00 p.m.	14 / 11	\$27.63
3) EQ NW (White) Gate	2	8:00 a.m. – 10:00 p.m.	8:00 a.m. – 7:00 p.m.	14 / 11	\$27.63
<b>(3) GRANDSTAND CONCERT SERIES.</b>					
<b>SCHEDULE EXAMPLES ONLY:</b>					
Below times and number of personnel are estimates only and will be adjusted once the entertainer is contracted and concert production paperwork is received from the concert promoter and Fair Manager:					
Dates	Positions	Number Security per shift		Est. Daily Hours	Hourly Rate
Monday	Concert Vehicle Gate	1	10:00 am – 11:00 pm	13	\$27.63
Tuesday	Back of House	1	11:00 am – 10:00 pm	11	\$27.63
Wednesday	Front of House	1	12:00 pm – 10:00 pm	10	\$27.63

2 <sup>nd</sup> Thursday	Additional Front of House	2	5:00 pm – 10:00 pm	5	\$27.63
2 <sup>nd</sup> Friday	Additional Front of House	2	5:30 pm – 10:00 pm	4.5	\$27.63

**(4) RODEO SERIES.**

Dates	Positions	Schedule	Est. Daily Hours	Hourly Rate
Last Friday through Sunday of Fair	4 Positions	4:00 p.m. – 10:00 p.m.	6	\$27.63

**(5) NIGHT SECURITY.**

Dates	Positions	# Positions/Hours per shift	Est. Daily Hours	Hourly Rate
Night Security services begin Tuesday evening before the start of Fair and ends at 8am on the Tuesday after Fair ends.	Supervisor	1 10:00 pm – 10:00 am 7:00pm, Sep 6-8:00am, Sep 7	12 13	\$28.62
	Service Gates (Red, White, Blue, Green, Blue Lot)	5 10:00 pm – 6:00 am 7:00pm, Sep 6-8:00am, Sep 7	9 13	\$26.83
	Roving Patrols	1 10:00 pm – 10:00 am 7:00pm, Sep 6-8:00am, Sep 7	12 13	\$26.83
	Roving Patrols/Building Security	7 10:00 pm – 10:00 am 7:00pm, Sep 6-8:00am, Sep 7	10 13	\$26.83