

SNOHOMISH COUNTY COUNCIL  
Snohomish County, Washington

MOTION NO. 21-416

APPROVAL OF AGREEMENT FOR PROFESSIONAL SERVICES BY AND BETWEEN  
SNOHOMISH COUNTY AND LEVEL UP BARBERSHOP, LLC.

WHEREAS, Snohomish County Code Chapter 5.14.010(2) - Basic Hair Care provides the bureau shall make reasonable arrangements to provide basic hair care; and

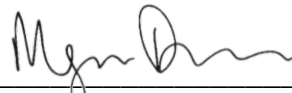
WHEREAS, the Snohomish County Sheriff's Office issued and advertised a Request for Proposal for Barber services, RFP-16-21-BC; and

WHEREAS, Level Up Barbershop, LLC was the successful responder to RFP-16-21BC Barber Services;

NOW, THEREFORE ON MOTION, the Snohomish County Council approves and authorizes the County Executive to sign Agreement with Level Up Barbershop, LLC for inmate barber services of which are attached hereto and incorporated herein by reference.

PASSED this 15<sup>th</sup> day of December, 2021.

SNOHOMISH COUNTY COUNCIL  
Snohomish County, Washington



\_\_\_\_\_  
Council Vice-Chair

ATTEST:

  
\_\_\_\_\_  
Asst. Clerk of the Council

CONSULTANT: Level Up Barbershop, LLC.  
CONTACT PERSON: Jamarcus Mangle  
ADDRESS: 2110 Broadway Ste. C  
Everett, WA 98201  
FEDERAL TAX ID NUMBER/U.B.I. NUMBER: 86-3432665/604-642-492  
TELEPHONE/FAX NUMBER: 360-540-4475  
COUNTY DEPT: Snohomish County Sheriff's Office  
DEPT. CONTACT PERSON: Norm Link  
TELEPHONE/FAX NUMBER: 425-388-3491  
PROJECT: Barber Services, RFP-016-21BC  
AMOUNT: \$87,500  
FUND SOURCE: 108 5 38 370 4195  
CONTRACT DURATION: September 1, 2021 through August 31,  
2023, with an option to renew for two (2)  
additional two-year terms.

### AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT (the "Agreement") is made by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the "County") and Level Up Barbershop, LLC, a (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 for provide barber services for inmates detained at the Snohomish County Jail facilities located at 3025 Oaks Avenue Everett, WA and 1918 Wall Street Everett, WA. The scope of services is as defined Schedule A, attached hereto and by this reference made a part hereof. The parties understand that this Agreement is not exclusive, and the County may contract for the same or similar services with other parties. This Agreement is the product of County RFP No. 026-19BC, Barber Services, Inmates.

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. Any materials or equipment used by the Contractor in connection with performing the services shall be of good quality. 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. This Agreement shall govern services performed beginning September 1, 2021 (the "Effective Date") and shall terminate August 31,

2023, PROVIDED, HOWEVER, that the term of this Agreement may be extended or renewed for up to two (2) additional two-year terms, at the sole discretion of the County, by written notice from the County to the Contractor, 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.

3. Compensation.

a. Services. The County will pay the Contractor for services as and when set forth in this section and in Schedule A, which is attached hereto and by this reference made a part of this Agreement.

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.

c. Invoices. The Contractor shall submit to the County a properly executed monthly invoice detailing all of the work performed in the preceding month. Subject to Section 8 of this Agreement, the County will pay the invoice within thirty (30) calendar days of receipt.

d. Payment. The County's preferred method of payment under this contract is electronic using the County's "e-Payable" system with Bank of America. The Contractor is highly encouraged to take advantage of the electronic payment method.

In order to utilize the electronic payment method, the Contractor shall email [SnocoEpayables@snoco.org](mailto:SnocoEpayables@snoco.org) and indicate it was awarded a contract with Snohomish County and will be receiving payment through the County's e-Payable process. The Contractor needs to provide contact information (name, phone number and email address). The Contractor will be contacted by a person in the Finance Accounts Payable group and assisted with the enrollment process. This should be done as soon as feasible after County award of a contract or purchase order, but not exceeding ten (10) business days.

Department approved invoices received in Finance will be processed for payment within seven calendar days for e-Payable contractors. Invoices are processed for payment by Finance two times a week for contractors who have selected the e-Payable payment option.

In the alternative, if the Contractor does not enroll in the electronic ("e-Payable") payment method described above, contract payments will be processed by Finance with the issuance of paper checks or, if available, an alternative electronic method. Alternative payment methods, other than e-Payables, will be processed not more than 30 days from receipt of department approved invoices to Finance.

Upon acceptance of payment, the Contractor waives any claims for the goods or services covered by the Invoice. No advance payment shall be made for the goods or services furnished by Contractor pursuant to this Contract.

e. Payment Method. In addition to Payment section above, the County may make payments for purchases under this contract using the County's VISA purchasing card (PCARD).

Are you willing to accept PCARD payments without any fees or surcharges?

Yes  No

f. Contract Maximum. Total charges under this Agreement, all fees and expenses included, shall not exceed \$87,500 for the initial term of this Agreement (excluding extensions or renewals, if any).

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 venturers.

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: Malia Kullberg  
Title: Program Assistant  
Department: Snohomish County Corrections Bureau  
Telephone: (425) 388-3295  
Email: Malia.Kullberg@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.

a. Professional Liability.

The Contractor agrees to indemnify the County and, if any funds for this Agreement are provided by the State, the State and their officers, officials, agents and employees from damages and liability for damages, including reasonable attorneys' fees, court costs, expert witness fees, and other claims-related expenses, arising out of the performance of the Contractor's professional services under this Agreement, to the extent that such liability is caused by the negligent acts, errors or omissions of the Contractor, its principals, employees or subcontractors. The Contractor has no obligation to pay for any of the indemnitees' defense-related cost prior to a final determination of liability or to pay any amount that exceeds Contractor's finally determined percentage of liability based upon the comparative fault of the Contractor, its principals, employees and subcontractors. For the purpose of this section, the County and the Contractor agree that the County's and, if applicable, the State's costs of defense shall be included in the definition of damages above.

b. All Other Liabilities Except Professional Liability.

To the maximum extent permitted by law and except to the extent caused by the sole negligence of the County and, if any funds for this Agreement are provided by the State, the State, the Contractor shall indemnify and hold harmless the County and the State, 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 and, if applicable, the State and their 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 and, if applicable, the State, on account of such litigation or claims.

The above indemnification obligations shall include, but are not limited to, all claims against the County and, if applicable, the State 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 and, if applicable, the State, 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, if applicable, the 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, except that Professional Liability, Errors and Omissions coverage, if applicable, may be written on a claims made basis. If coverage is approved and purchased on a "claims made" basis, the Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of completion of the work which is the subject of this Agreement.

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 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$1,000,000 aggregate limit. CG 00 01 current edition, including Products and Completed Operations;
- (ii) 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;
- (iii) Employers' Liability or "Stop Gap" coverage: \$1,000,000.
- (iv) Professional Liability: \$1,000,000 per claim.

d. Other Insurance Provisions and Requirements. The insurance coverages 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. Professional Liability, Errors and Omissions insurance coverage, if applicable, may be placed with insurers with a Best's rating of B+:VII. Any exception must be approved by the County.

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, including the national, state and local standards and requirements of Federal Public Law 108-79 dated September 4, 2003, also known as the Prison Rape Elimination Act of 2003 (PREA), and 28 CFR Part 115, as they are applicable on the date of enactment or as they may be subsequently amended. If the Contractor fails to conform with PREA and/or County's sexual misconduct standards and policies, the County's remedies shall include, but are not limited to: (i) Removing Contractor Personnel from proximity to inmates; (ii) Removing the Contractor Personnel from contract work at the County; (iii) Reporting conduct to law enforcement and relevant licensing bodies, where applicable, or (iv) immediate termination of 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, 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 two (2) 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. Termination 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 Corrections Bureau  
3000 Rockefeller Ave M/S 509  
Everett, Washington 98201  
Attention:     Nadia Nikolina

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

If to the Contractor:                      Level Up Barbershop, LLC.  
2110 Broadway Ste. C  
Everett, WA 98201  
Attention:     Jamarcus Mangle

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 identified 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.

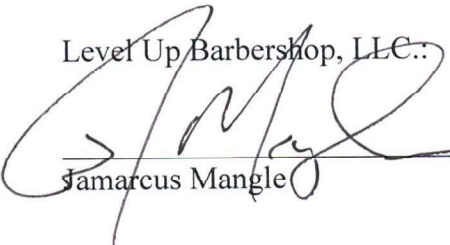
31. Authority. Each signatory to this Agreement represents that he or she has full and sufficient authority to execute this Agreement on behalf of the County or the Contractor, as the case may be, and that upon execution of this Agreement it shall constitute a binding obligation of the County or the 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:

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

Level Up Barbershop, LLC.  
  
Jamarcus Mangle 11/9/21  
\_\_\_\_\_  
Date

Approved as to insurance  
and indemnification provisions:

Approved as to form only:

**Barker, Sheila** Digitally signed by Barker, Sheila  
Date: 2021.11.17 09:33:19 -08'00'

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

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

Approved as to form only:

\_\_\_\_\_  
Deputy Prosecuting Attorney Date

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:

Level Up Barbershop, LLC.:

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

\_\_\_\_\_  
Jamareus Mangle Date  
9/15/21

Approved as to insurance  
and indemnification provisions:

Approved as to form only:

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

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

Approved as to form only:

\_\_\_\_\_  
Deputy Prosecuting Attorney Date  
10/13/2021

Schedule A

The Contractor shall provide barber services to inmates detained at the Snohomish County Jail Facility. Barber services shall include the following services and rates:

<b>Description</b>	<b>Cost</b>
Men's Haircut	\$35
Women's Haircut	\$30
Beard Trim	\$20
Bang Trim	\$35
Haircut/Beard Trim Combo	\$45

The Contractor shall not increase the prices listed in the table above during the first 12 months of this Agreement. After 12 months, the Contractor may increase the rates only after providing the County with a notice of rate increase no later than sixty (60) days prior to the effective date of the rate increase. Any rate increase shall not be more than 3% per year of current prices.

Frequency of Services: Contractor shall make services available no less than 2 times per week. The Contractor will work with the Jail to determine mutually agreeable days and times occurring Monday-Friday between the hours of 10:00am to 1:00pm. The County may contact the Contractor to arrange for mutually aggregable additional days or times, subject to the availability of the Contractor.

Employee Background Requirement: Contractor's employees shall pass County's required criminal history background check prior to, and as a condition of, accessing the Jail facilities. Each Contractor employee must complete the County's *Professional Visitation Contractor Application*, attached as Schedule B. Every employee must remain compliant with the County's professional visitation requirements for the duration of the contract.

**Schedule B**

Security Use Only: Date \_\_\_\_\_  
 Approved for PV or Green Badge \_\_\_\_\_  
 Denied reason \_\_\_\_\_



**SNOHOMISH COUNTY SHERIFF'S OFFICE – CORRECTIONS BUREAU  
 PROFESSIONAL VISITATION/CONTRACTOR/VOLUNTEER RENEWAL  
 APPLICATION**

Applicant name: (Last, First, Middle) Mangle Jamarcus

Other names (i.e. maiden, other married names): \_\_\_\_\_

Home/Agency Address: \_\_\_\_\_  
280 Avon Ave Burlington WA 98233  
 Street City State Zip

Phone Number: 360-540-4475 Email: jamarcus30@icloud.com

DOB: 11-5/79 SSN: 247-43-9662

Ethnicity: Other Male  Female

Agency you work for/on behalf of: \_\_\_\_\_ Type of Work: \_\_\_\_\_

Professional License/Contract Number (if applicable): \_\_\_\_\_

**Criminal / Arrest History** – Please list all offenses for which you have been arrested, even if the arrest did not result in conviction. Go back as far as you can remember. If you are not sure of a date or location, or any other information, then list approximate information.

Year	Charge	State / City / County	Disposition

**Inmate Relationships** - Please list all personal for family relationships with an inmate in this jail or in any other Correctional Institution. (If no such relationships, then skip this section).

INMATE NAME	INMATE RELATIONSHIP TO YOU	INSTITUTION



**Sexual Harassment and Sexual Abuse** – Pursuant to the prison Rape Elimination Act – 28CFR Part 115.17, the Snohomish County Sheriff's Office – Corrections Bureau is required to ask the following questions of all Employees, Contractors, Volunteers, and others who it allows access to its facilities. For your jail clearance application to be considered, you must answer each of the following questions. Please write an explanation for any yes answers.

1. Have you ever been convicted of any sex offense or any offense involving sexual motivation?  
No   P   Yes \_\_\_\_\_ Explain \_\_\_\_\_  
\_\_\_\_\_
2. If you have previously been employed, volunteered, or been a contract worker in a correctional facility, did you at any time during that period, engage in sexual abuse or sexual harassment of inmates? No   P   Yes \_\_\_\_\_ Explain \_\_\_\_\_  
\_\_\_\_\_
3. Have you ever been fired or resigned in lieu of termination from a job, contract, or volunteer position for incidents of sexual harassment or sexually inappropriate behavior?  
No   P   Yes \_\_\_\_\_ Explain \_\_\_\_\_  
\_\_\_\_\_
4. Have you ever been civilly or administratively adjudicated for any incidents of sexual abuse or sexual harassment? Yes \_\_\_\_\_ No   P   Explain \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### **The Prison Rape Elimination Act – Preventing Sexual Violence**

The Prison Rape Elimination Act (PREA) was passed by Congress in 2003. The act was designed to prevent and eliminate incidents of sexual assault among inmate populations. PREA standards have been issued and now all jails must be in compliance. This document outlines what you need to know about PREA to ensure that inmates are kept safe from sexual assault.

#### **Your Obligations**

1. The Snohomish County Sheriff's Office has a zero tolerance policy regarding all forms of sexual abuse and sexual harassment. These prohibited behaviors include:
  - a. Sexual acts committed **by an inmate(s) towards another inmate, by staff, contractors, or volunteers towards an inmate** - even if consensual;
  - b. Any act of voyeurism by **a staff member, contractor, or volunteer**;

- c. Any act of indecent exposure (of genitals, buttocks, or bare breasts) **by a staff member, contractor, or volunteer**;
  - d. Any act of sexual harassment **by an inmate(s) towards another inmate**; These behaviors include repeated and unwelcome sexual advances, requests for sexual favors, verbal comments or gestures, or actions of a derogatory or offensive sexual nature;
  - e. Any act of sexual harassment **by a staff member, contractor, or volunteer towards an inmate**; These behaviors include demeaning references to gender, sexually suggestive language, derogatory comments about body or clothing, or obscene language or gestures;
2. Volunteers, professionals, and contractors are required to report all known, disclosed, observed and/or suspected incidents of sexual abuse and sexual harassment to a supervisor immediately. You can do so by requesting to speak with a Sergeant, a Lieutenant, or by contacting the Programs Coordinator, or Classification Supervisor. If none of those individuals are available, tell the nearest deputy. The Corrections Bureau investigates all complaints and in some cases will refer for criminal investigation.
  3. Inmates, staff, contractors, and volunteers who engage in these prohibited behaviors or fail to report them are subject to discipline. Contractors, professionals, and volunteers will be subject to revocation of their jail clearance and possible criminal charges.

### **What Inmates are at risk**

1. Young and/or inexperienced inmates
2. Weak, small in stature, or those who do not appear tough
3. Previous victims of sexual assault
4. Persons with mental and /or physical disabilities
5. Homosexuals, transsexuals, and men who appear effeminate
6. Persons with sex offense history

### **The Effects of Rape (Why PREA is Important)**

Sexual assault survivors can suffer from a number of very serious physical and mental issues. Remember, we have a duty to protect and to provide a safe and secure environment for those under our care. Some of the possible effects on individuals are:

1. Suicide
2. Increase in disease
3. Physical trauma
4. Mental illness

Further, incidents of sexual assault can have dire consequences for the atmosphere of the facility and create additional problems such as:

1. Retaliatory violence
2. Increase in racial tension
3. Decrease in officer authority/control
4. Destabilization of facility
5. Court challenges and legal liability

PREA is about creating a culture where sexual assault is not tolerated and therefore does not exist. Remember to do your part by promoting a positive image, being professional, and reporting all incidents of sexual activity and sexual harassment.

**READ CAREFULLY BEFORE SIGNING BELOW:**

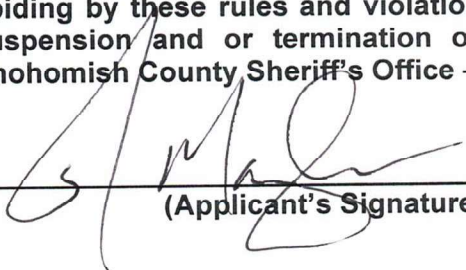
The Snohomish County Sheriff's Office has a Zero Tolerance toward all forms of sexual harassment, sexual abuse, and custodial sexual misconduct towards all persons working or in the custody of this office.

All employees, staff, volunteer(s), and/or contract services personnel are required to report any and all allegations and/or incidents of sexual abuse, harassment, misconduct, discrimination, neglect, and/or retaliation to their direct Supervisor and/or chain-of-command reporting structure as soon as they become knowledgeable of this information.

I will engage in no behavior, verbal or otherwise, which may be perceived as racial, sexual or any other form of harassment. Allegations will lead to immediate suspension of clearance until an investigation is completed.

I will not possess/introduce contraband into the Corrections facility. This includes bringing in any of the following: drugs, medications, weapons, items altered to be weapons, metal items, pocket knives, scissors, pop cans, string, cord, gum, lighters, cell phones, tablets, iPads, cameras, tape recorders and any other items that may cause a threat to safety and security.

I have read and understand the rules and regulations stated above regarding my Snohomish County Sheriff's Office – Corrections Bureau security clearance. I understand that the granting of this security clearance is at the discretion of the Sheriff or his designee. I also understand that false statements or consequential omissions of any kind are sufficient grounds for refusal. I further understand that I am responsible for abiding by these rules and violations of any one or more of these rules could result in suspension and or termination of my security clearance and denial of access to Snohomish County Sheriff's Office – Corrections Bureau facilities.

  
\_\_\_\_\_  
(Applicant's Signature)

Date 11/9/21



**WAIVER OF CLAIM FOR DAMAGES**

In consideration of the County of Snohomish and Snohomish County Sheriff's Office - Corrections Bureau granting permission to enter their properties, both real and personal, and to observe and participate in custody functions both in the courthouse and Jail, I hereby waive for myself, my heirs, next of kin, executors, and administrators all claims for damage or loss to my person and property which may be caused by any act, or failure to act, of Snohomish County, the Sheriff and his officers, agents, or employees, and any person or persons being apprehended or arrested by a law enforcement agency, or under the custody of Snohomish County Sheriff's Office - Corrections Bureau.

I am aware of the risks attendant to my presence in the Jail, that on occasion I will be alone with a prisoner or prisoners without the direct supervision of a custody officer, and I hereby assume such risks including the risk of all dangerous conditions in and about Snohomish County property, and waive any and all specific notice of the existence of such risks and conditions.

Dated this 9th day of Nov, 2021

Signature: [Handwritten Signature]

Printed Name: Jamaricus Mangle

Witness Signature: \_\_\_\_\_

**\*\*Does not apply to Snohomish County employees**



**OATH OF CONFIDENTIALITY**

The undersigned does certify not to divulge, publish or otherwise make known to any unauthorized third party, orally or in writing, any information concerning persons incarcerated in the Snohomish County Sheriff's Office – Corrections Bureau and/or Work Release Facility, other than to another staff member of Snohomish County Sheriff's Office who has a direct and responsible service to perform for or on behalf of the Office.

The undersigned further acknowledges that an unauthorized disclosure of client information or records may subject the undersigned to civil action and/or criminal prosecution and that the Office may be subject to civil liability for his/her actions. Therefore, the undersigned agrees to hold Snohomish County harmless and indemnify Snohomish County from any and all costs, fees, judgments or awards which result from the undersigned's breach of the terms of this agreement.

It is understood and agreed upon that the foregoing oath does not cease at such time as the undersigned is no longer involved as a volunteer with Snohomish County Sheriff's Office – Corrections Bureau. The undersigned is permanently bound by said regulations on confidentiality.

Dated this 5 day of Nov, 2021

Signature: [Handwritten Signature]

Printed Name: Jamarus Mangie

Signature of Staff/Witness: \_\_\_\_\_



I have read and understand the rules and regulations regarding my Snohomish County Sheriff's Office – Corrections Bureau security clearance. I understand that the granting of SCC security clearance is at the discretion of the Sheriff or his designee. I further understand that I am responsible for abiding by these rules and that violation of any one ore more of these rules could result in suspension and or termination of my security clearance and denial of access to the Corrections facilities.

Dated this 9 day of Nov, 2021

Signature: [Handwritten Signature]

Printed Name: Jamarcus Mangle

Signature of Staff/Witness: \_\_\_\_\_

# CORRECTIONS BUREAU USE REGULATIONS FOR VOLUNTEERS & AGENCY PERSONNEL

## Access to Jail:

1. Only people cleared for access to Corrections Bureau facilities are allowed in the professional visit rooms or inside other secure areas.
2. All applicants for Corrections Bureau clearance, must complete orientation, sign all forms and submit to a criminal history record check. All applicants must be approved by the Bureau Chief or designee. Approved volunteers will be issued picture I.D. They will not be allowed into the Bureau facilities or professional visiting rooms unless I.D. is worn on their person. The Corrections Bureau will periodically conduct criminal history checks on persons with active clearance. New criminal convictions and/or arrests may result in termination of clearance. Please report any criminal convictions or arrests to the Volunteer Coordinator.
3. **Agency personnel must have a letter of authorization from their administrator on file with the Bureau.** If they do not have picture I.D., a temporary clearance may be granted by the Bureau Chief or designee. If approved, they will be issued a temporary access for specific date(s) and time(s). Agency personnel who come to the Corrections Bureau frequently, may be issued picture I.D. which must be left at reception.
4. Other volunteers must submit to an application process. Forms will be kept by the Counseling Programs Assistant. Determination will be made whether temporary or permanent I.D. will be required. Applications must be approved by the Bureau Chief or designee.
5. Day and evening access: Enter through front visitor's lobby on Level C of the jail. At the counter by the Reception Desk, Volunteers must sign in on the "Volunteer Sign-in Log" (Ministry volunteers sign in on Ministry designated log sheets and AA and NA in their respective log sheets). Agency personnel must sign in on the Visitor Log. After logging in you can get your I.D. badge from reception staff. From this area, you will be escorted or directed to your area of service. Upon leaving, volunteers and Agency personnel **must** log out.

## Inmate Supervision:

1. When you are responsible for a class or group, inmates are to remain under your direct supervision. Notify a staff member if you have any difficulties or if an individual wishes to leave.

2. Any instruction or order given by a Corrections' staff member is to be followed immediately. In the event of an emergency, your session may be interrupted and you may be asked to leave. Questions regarding an order can be asked of the Shift Sergeant or Captain to help clarify the order after the order is followed.
3. When your interview/service, etc., is complete, please notify the nearest Custody Deputy.

### **Security Rules**

1. Volunteers will be punctual and regular in attendance. Volunteers will notify their Volunteer Coordinator, Chaplain, Captain or Shift Sergeant if they are unable to make their scheduled activity.
2. Bureau clearance will be retired after three (3) months of inactivity. If there are extenuating circumstances as to why you cannot come in for more than three months please contact the Volunteer Coordinator and she will not pull your badge.
3. **Harassment:** The Snohomish County Sheriff's Office does not tolerate any behavior verbal or otherwise, which may be perceived as racial, sexual, or any other form of harassment. Allegations will lead to immediate suspension of clearance until an investigation is completed. Please notify your Coordinator or a Captain or Sergeant immediately if you have a concern regarding harassment.
4. Nothing whatsoever shall be given to inmates without prior approval.
5. Volunteers/Professionals will not accept any items from inmates or deliver anything in or outside the Jail.
6. No information concerning any inmate including the fact that they are in Jail, is to be given to any individual and/or agency outside the Jail, unless it is in the performance of your professional duties.
7. Volunteers/Professionals will not relay verbal messages/information to or from inmates, family and friends or community agencies, including the fact that he/she is in Jail.
8. Bureau clearance will not be used to gain visits with friends or family who are in Jail.
9. Volunteers/Professionals will report to the Volunteer Coordinator, Captain, or Shift Sergeant immediately if a friend or family member is incarcerated in the Corrections Bureau. During this time access to the Jail will be restricted and will be reviewed on a case by case basis.
10. Volunteers/Professionals will follow the Sheriff's Office dress code. Volunteer clothing must be clean, neat and not provocative. No shorts or tank tops allowed. Volunteer clothing will be appropriate to the type of service being rendered. Attires should be that which would be worn by staff in office, retail, or school settings. Volunteers will not wear clothing that is associated with groups that are known to engage in criminal behavior, including but not limited to street gang colors and clothing associated with motorcycle groups. This includes clothing that is designed as "look alikes" of known criminal groups



but represents clean and sober or religious fellowship organizations such as colors of clean and sober or Christian biker groups.

11. Volunteers/Professionals will not be under the influence of alcohol or drugs when providing service. Staff will refuse to allow anyone into the facility whom they determine to be under the influence of alcohol or drugs.
12. Volunteers/Professionals are subject to search by Corrections staff at any time. These security searches may include metal detector and frisk search or possibly a strip search. If you are required to be searched, you can either leave the premises or consent to be searched. Refusing consent to search will result in immediate suspension of clearance pending investigation.
13. Volunteers/Professionals will abide by policies/procedures of the Snohomish County Sheriff's Office.
14. Volunteers/Professionals will not enter individual housing rooms or dormitories.
15. Volunteers/Professionals will not follow up on inmates after their release by initiating personal relationships or taking them into their homes. If there is a personal relationship between a volunteer and an inmate, they must notify the Volunteer Coordinator immediately. This does not preclude community contacts that are associated with professional duties, churches, support groups or other formal activities aimed at transitioning inmates back into the community.
16. Volunteers/Professionals will report any security concerns to their Volunteer Coordinator or Jail Shift Sergeant/Captain.
17. Volunteers/Professionals will not possess/introduce contraband into the Corrections facility. Do not bring any medication, metal items, i.e. pocket knives, scissors, pop cans, cell phones, string, cord, gum, lighters, camera, and tape recorders etc.
18. Volunteers/Professionals will clean-up after activity and return furniture, equipment, etc. to original location.
19. Volunteers/Professionals will not post money onto inmate accounts unless in the performance of a professional service.
20. Volunteers/Professionals will not have any inmate's property released to them.
21. Any actions which violate one or more of these regulations will result in denial of further access to the Corrections Bureau.

Thank you for your cooperation and willingness to serve the Corrections population.