

CONTRACTOR:	STAFF PRO, INC. d/b/a ALLIED UNIVERSAL EVENT SERVICES
CONTACT PERSON:	Charles Rainey, Sr. Regional Director
ADDRESS:	2720 Rucker Ave #102 Everett, WA 98272
TELEPHONE/EMAIL:	253-274-8320 / Charles.Rainey@aus.com
FEDERAL ID NO.:	
COUNTY DEPT:	Department of Conservation & Natural Resources – Evergreen State Fair
DEPT. CONTACT PERSON:	Brenda Granstrom, Operations Supervisor
TELEPHONE/EMAIL:	360-805-6707 / Brenda.Granstrom@snoco.org
PROJECT:	Private Security Services for Fair
CONTRACT DURATION:	Five (5) Years (2025 – 2029)
AMOUNT/FUND CODE:	Not to exceed \$179,000.00 (2025) 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 Staff Pro, Inc d/b/a Allied Universal Event Services, 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. 24-0352LY Private Security Services, Evergreen State Fair.

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 services for the annual Evergreen State Fair in Monroe, Washington, beginning with the 2025 Fair and thereafter for the subsequent 2026-2029 Fairs, through September 30, 2029; PROVIDED, HOWEVER, that the County’s obligations after December 31, 2025 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 and Invoicing. 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.

Any balance that remains unpaid for a period of thirty (30) days and beyond the date of approval of the invoice will be subject to a late payment charge of 1.5% per month or the maximum amount permitted by law, whichever is less. County shall be liable for all reasonable costs and fees incurred in the event Contractor retains an attorney, a collection agency or service, or otherwise commence legal or collections proceedings to enforce collection of any 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.

c. Payment. The County's preferred method of payment under this Agreement 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 and indicate it was awarded a contract with Snohomish County and will be receiving payment through the County's ePayable 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.

THE COUNTY MAY MAKE PAYMENTS FOR PURCHASES UNDER THIS CONTRACT USING THE COUNTY'S VISA PURCHASING CARD (PCARD).

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 Agreement.

d. 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).

e. Contract Maximum. Total charges under this Agreement, all fees and expenses included, shall not exceed \$179,000 for the 2025 Fair.

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, applicable law, and industry standards. 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 that are in any way related to or arising out of Contractor's breach of the obligations herein.

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: Mike Ohlsen
Title: Fairgrounds Manager
Department: Department of Conservation and Natural Resources
Telephone: (425) 508-2760
Email: Mike.Ohlsen@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 upon twenty-one (21) days' prior written notice shall have access at reasonable mutually agreeable times and place to any books, documents, papers and records of the Contractor which are directly related to Contractor's charges under 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 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 actual and direct damages of whatsoever kind or nature arising out of, in connection with, incidental to or in any way related to the negligent performance of the Contractor's services and/or deliverables under this Agreement. In addition, the Contractor shall assume the defense of the County its officers, officials, agents, and employees in any and all legal or claim proceedings arising out of, in connection with, incidental to, or in any way related to the Contractor's negligence in the performance of the services and/or deliverables, and Contractor shall pay all defense expenses, including, but not limited to reasonable attorneys' fees, expert fees and costs incurred 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, except to the extent caused by the negligence or willfull misconduct of the County 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 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. Scope and Limits of Insurance. The Contractor shall maintain coverage at least as broad as, and with limits of:

(i) General Liability: \$5,000,000 per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$5,000,000 aggregate limit. CG 00 01 current edition, including Products and Completed Operations, or manuscript equivalent;

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

(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

(v) Professional Liability: \$1,000,000. Professional Liability may be combined with Commercial General Liability Limits.

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 included as additional insureds as required by written contract as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Agreement, up to the contractually required limits. 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 20 10 04 13, CG 20 37 04 13" 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, 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 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 this Agreement (collectively, a "force majeure event"), the time of performance may be cancelled with no penalties to either party, PROVIDED, HOWEVER, that if an annual Fair is cancelled within thirty (30) days of the Fair, the County shall pay Contractor's expenses incurred in connection with the Fair through the date Contractor is notified of the cancellation. 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. Either party may terminate this Agreement upon thirty (30) business days' written notice to the nonterminating party for any reason 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 contactor 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 179th Ave SE
Monroe, WA 98272
Attention: Sharon Swan
DCNR Director

and to: Snohomish County Purchasing Division
3000 Rockefeller Avenue, M/S 507
Everett, WA 98201
Attention: Bill Thornton
Purchasing Manager

If to the Contractor: Staff Pro, Inc. d/b/a Allied Universal Event Services
2720 Rucker Ave #102
Everett, WA 98201
Attention: Charles Rainey, Sr. Regional Director

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.

34. Support Anti-terrorism by Effective Technologies (SAFETY") Act of 2002, 6 U.S.C. §§ 441-444. Some or all of the services identified in this Agreement could be designated as a Qualified Anti-terrorism Technology ("QATT") under the Support Anti-terrorism by Effective Technologies (SAFETY") Act of 2002, 6 U.S.C. §§ 441-444, as amended. Where this QATT has been deployed in defense against, response or recovery from an act of terrorism, as that latter term is defined under the SAFETY Act (as herein defined), Contractor and County agree to waive all claims against each other, including their

professionals, directors, agents or other representatives, arising out of the manufacture, sale, use or operation of the QATT, and further agree that each is responsible for losses, including business interruption losses, that its sustains, or for losses sustained by its own employees resulting from an activity arising out of such act of terrorism. This provision shall apply throughout the term of this Agreement, regardless of whether Contractor should cease to have SAFETY Act coverage for these services for any reason.

SNOHOMISH COUNTY:

CONTRACTOR

E-SIGNED by Charles Rainey
on 2025-07-21 16:47:54 GMT

County Executive Director

Date: _____

Date: _____

Approved as to insurance
And indemnification provisions:

Approved as to form only:

Barker, Sheila Digitally signed by Barker, Sheila
Date: 2025.06.27 08:56:00 -07'00'

Risk Management

Date: _____

Legal Counsel to the Contractor

Date: _____

Approved as to form only:

Guadamud, Rebecca Digitally signed by Guadamud, Rebecca
Date: 2025.06.27 10:35:36 -07'00'

Deputy Prosecuting Attorney

Date: _____

Schedule A

Scope of Services and Operational Terms & Conditions

Contractor shall be responsible in providing uniformed/unarmed security personnel to support and work under the Snohomish County Sheriff's Office (SCSO) which has authority and is responsible for law enforcement services at the annual Evergreen State Fair (the "Fair"). Contractor will provide uniforms for all Supervisors and personnel that clearly identifies them as event staff or security. For all Contractor personnel assigned to the Fair, Contractor will perform standard Contractor pre-employment background checks at no cost to the County for all Contractor personnel which shall contain the following components: Background Screening, Criminal History Checks, Social Security Number Verification, Sex Offender Search, and Drug testing (where available by law). Additional non-standard screenings e.g., Department of Licensing (DOL) searches, physical examinations, and MMPI-2 (Minnesota Multiphasic Personality Inventory) can be conducted, per request; County acknowledges that any additional requested screenings shall be billed and added to the rate where applicable.

Subject to Section 9 of this Agreement, Contractor may employ, utilize or contract with subcontractors and/or independent contractors. These subcontractors or independent contractors shall have undergone the same standard background checks and trainings as regularly employed Contractor employees. All subcontractors and independent contractors shall work under the control and direction of Contractor, who shall be solely responsible for supervision, work of and payment to any such subcontractor. If any of these personnel are used Contractor will ensure that each person has received the same training and background checks as Contractor personnel.

Security services begin at 5pm, the Tuesday before the start of Fair and run through 8am, the Tuesday after the Fair has concluded. Except as provided below for Night Security, Contractor personnel are allowed to commence work one (1) hour prior on first day of Fair so personnel may be briefed on the event and assignments. Any additional pre-planning meetings or training sessions must be requested by Contractor and approved by the County. Anticipated schedule and compensation for 2025 is listed on Schedule B 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.

The Contractor will provide services in the following categories during each annual Fair:

- 1) **Supervisory Personnel.** Contractor will provide a Supervisor with the authority to represent Contractor in operational and staffing decisions, and the Supervisor shall be physically present and available on-site whenever Contractor's personnel are performing the services at the Fair. A representative of Contractor shall attend the pre-Fair safety meeting, daily Fair safety meetings and be involved in table talk exercises and receive, on behalf of Contractor, the County's emergency action plan. Contractor supervisor is allowed to commence work ninety minutes (1.5 hours) prior on the first day of Fair for a briefing by Fair Management and Operations.
- 2) **Daily Admissions Gate Security.** Contractor will provide Gate Security at the four (4) main admission gates (west, east, north and southeast; aka Red, Blue, White, Green) to work alongside the County's admission personnel. Gate Security shall not leave assigned gate unless directed otherwise by Supervisor, Fair Manager, or the Sheriff's Office. 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, 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's Office and Lost Person's Station during "lost person" reports.

3) **Bag Searches.** Contractor will provide Bag Search Security, which 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) and at the Green Gate Pass Entrance. Hours and number of Bag Search Security positions may be adjusted 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. Pursuant to County policies and instruction, in which the County will provide training to the Contractor, Bag Search Security will be responsible for making any inquires regarding service animals when fair guests arrive with a dog or miniature pony.

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, nunchucks, 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, disassembled gun parts, large amounts of chemicals or cleaning supplies, etc.).

4) **Grandstand Concert Series.** Contractor will provide Grandstand Concert Series Security backstage (may include performer's trailers), front of house (to monitor sound equipment area), concert vehicle gate (allowing only approved vehicles into the Grandstand), and concert front of house during the scheduled events 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.** Contractor will provide security during the Rodeo's public performance times.

Rodeo Days: Three days (3) – Saturday - Monday, August 30 – September 1

Schedule: 5:00 p.m. – 10:00 p.m.

Number of Personnel – 4 positions.

6) **Crowd Control and Evacuation Assistance:** Contractor will provide crowd control services and potential evacuation assistance in the event of an emergency; the direction for this assistance may come from the County, Fair Department Operations Center (FDOC) or on-site law enforcement.

7) **Additional Security.** Contractor will provide additional Security as 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.

8) **Night Security.** Contractor will provide Night Security duties which shall 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 four gates (Red, White, Blue, Green). Night Security may start 1.5 hours early on the first day of Fair (early start is not required on the Tuesday prior to first day of Fair).

Additional Provisions

Any pre-planning, orientation, walk-throughs, site visits and briefings or other similar meetings requested by County will be attended by the appropriate Contractor personnel, as determined by Contractor; costs for such activities are included as part of Agreement and shall not be invoiced.

Contractor shall ensure that breaks required under State and/or Federal Labor laws are included in the personnel scheduling. The Supervisor to event staff (personnel) ratio shall be 1:10 with a minimum of one (1) Supervisor for any staffing of ten (10) personnel or less.

County may request a change in the number of Contractor staff requested. Such requested changes will be communicated in writing or by telephone and will be effective only upon Contractor's approval thereof, which Contractor will not unreasonably decline. In no event will a refusal by Contractor to approved requested changes constitute a breach of this Agreement or otherwise constitute cause for County's termination of this Agreement or trigger any penalty.

County Responsibilities

The County will provide the following:

- Security schedule forty-five (45) days prior to the annual Fair (schedule for the 2025 Fair will be provided once agreement has been fully signed).
- A base of operation – private security trailer with tables, chairs and air conditioner.
- Dedicated WiFi service.
- Radio Communication with Fair Administration and Sheriff's Office Command Center.
- Appropriate admission and parking passes for working personnel.

In addition, County agrees it will not hire any Contractor employee while actively working or within one year after leaving Contractor to work at the County for a specified time of one (1) year.

County grants Contractor authorization to use County name(s), venue/event name(s), images, logo(s), or other County materials, which will be provided by County to Contractor, which may include without limitation, web pages, video, social media, job postings, print promotion and advertising solely for the purpose of recruiting service personnel for the services performed under this Agreement. All material will follow County and Evergreen State Fair Park branding standards, and the County will have the right to approved ads and request changes if not used appropriately.

9) **Uniforms.** Contractor will provide uniforms based on a polo style in a standard color palette that clearly identifies them as event staff or security which adheres to state guidelines. If County wishes to

require an approval of uniforms that are co-branded or mandated to show a specific emblem, or based a non-standard color scheme, the Contractor reserves the right to require a contribution of up to one hundred (100) percent of the uniform costs.

Schedule B

2025 Fair (August 21 - September 1, 2025) Compensation & Work Schedule

- a) **Agreement Maximum.** Total charges under this Agreement shall not exceed \$179,000.00 for 2025, 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. County agrees to pay any fee associated with credit card payments.

Subject to the Agreement Maximum, the County agrees to the following billing rates:

Position Name	Hourly Bill Rate effective July 1, 2025-December 31, 2025	Holiday Bill Rate effective July 1, 2025-December 31, 2025
Manager	\$49.75 Manager staff ratio of 25:1	\$74.63
Supervisor	\$44.38 Supervisor staff ratio of 10:1	\$66.57
Event Staff	\$38.25	\$57.38
Overnight Security	\$41.25	\$61.88
Roamers	\$40.88	\$61.32

The County will pay for hours each Contractor personnel works under this Agreement; Contractor is responsible to ensure their employees work their minimum of four (4) or more hours each shift.

PROVIDED, HOWEVER that the County will not be responsible for overtime wages, and Contractor will be solely responsible to ensure that its personnel does not incur overtime, PROVIDED FURTHER, that the County agrees to pay a rate of 1.5 times the normal rate for Contractor personnel working on Labor Day. If any other services are provided to County that extend beyond the services dates of the Fair; County agrees to pay a rate of 1.5 times the standard hourly rate for the following additional Holidays: New Year's Day, Martin Luther King Jr. Birthday, President's Day, Juneteenth, Independence Day, Thanksgiving, Christmas Day. County will pay for work performed by each Contractor's employee;

- 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.
- c) There will be no additional charge to the County for any adjustment, either increase or decrease, to staffing levels when notice is given to as described in Schedule A (written or telephonic) of more than twenty-four (24) hours before the start of any scheduled shift, PROVIDED, HOWEVER, that the act of leaving a message on any recording device or with any third party is not acceptable notice.
- d) If any shift is cancelled by the County with less than twenty-four (24) hours-notice, the County shall pay the Contractor for four (4) hours at the standard rate for such shift for each Contractor personnel who cannot be contacted regarding the cancellation and reaches the Fair ready to work, and two (2) hours at the standard rate for each Contractor personnel who is contacted. Contractor will exercise reasonable efforts to contact its employees in a timely manner regarding any such cancellation.
- e) Billing rates can be increased on January 1, 2026, by a percentage equal to the current CPI-U with a max amount limited at 5%. Adjustments to billing rates for the following years of the term shall be effective until the end of that year on December 31.

Example of work schedules (subject to change) - Fair to provide work schedule forty-five (45) days prior to annual Fair (schedule for the 2025 Fair will be provided once agreement has been fully signed).

Manager and Supervisor position(s) are not included in schedule below

(1) GATE SECURITY.					
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 21 – 31, 2025	Labor Day Sep 1, 2025	Est. Daily Hours	Hourly Rate
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	\$38.25
2) East (Blue) Gate	1	8:00 a.m. – 10:00 p.m.	8:00 a.m. – 8:30 p.m.	14 / 12.5	\$38.25
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	\$38.25
4) Green Gate Entry *See Bag Searches	1	8:00 a.m. – 10:00 p.m.	8:00 a.m. – 8:30 p.m.	14 / 12.5	\$38.25
5) Rover 1	1	11:00 a.m. – 7:00 p.m.	11:00 a.m. – 4:00 p.m.	8 / 5	\$40.88
6) Rover 2	1	12:Noon – 8:00 p.m.	12:Noon – 5:00 p.m.	8 / 5	\$40.88
(2) BAG SEARCHES.					
a) Hours reflected in this section are the hours gates to be staffed each day.					
b) Red Gate: 2 Bag Checkers & 2 Barkers; on days when slower and only 2 bag checkers are needed additional security personnel can roam or be assigned to other duties.					
c) Blue Gate: 2 Bag Checkers & 1 Barker; on days when slower and only 1 bag checker is needed additional security personnel can roam or be assigned to other duties.					
d) Rovers assist Supervisor in giving breaks or augmenting other areas when needed.					
Position/Duties	# Security	Daily Fair Dates Aug 21 – 26, 2025 Closed Aug 27, 2025 Aug 28 – 31, 2025	Labor Day Sep 1, 2025	Est. Daily Hours	Hourly Rate
1) West (Red) Gate	2 / 4	8:00 a.m. – 10:00 p.m.	8:00 a.m. – 7:00 p.m.	14 / 11	\$38.25
2) East (Blue) Gate	3 / 1	8:00 a.m. – 10:00 p.m.	8:00 a.m. – 7:00 p.m.	14 / 11	\$38.25
3) EQ NW (White) Gate	2 / 1	8:00 a.m. – 10:00 p.m.	8:00 a.m. – 7:00 p.m.	14 / 11	\$38.25
4) Green Pass Gate *Gate Security person		8:00 a.m. – 10:00 p.m.	8:00 a.m. – 7:00 p.m.	14 / 11	
(3) GRANDSTAND CONCERT SERIES.					
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. Supervisor hours should cover all shifts and positions.					
Dates	Positions	Number Security per shift		Est. Daily Hours	Hourly Rate
Monday	Concert Vehicle Gate	1	10:00 am – 11:00 pm	13	\$38.25
Tuesday	Back of House	1	11:00 am – 10:00 pm	11	\$38.25
2 nd Thursday (TBD)	Front of House	1-2	12:00 pm – 10:00 pm	10	\$38.25
2 nd Friday	Additional Front of House	2-4	5:00 pm – 10:00 pm	5	\$38.25
	Additional Front of House	2-4	5:30 pm – 10:00 pm	4.5	\$38.25
(4) RODEO SERIES.					
Dates	Positions	Schedule		Est. Daily Hours	Hourly Rate
Saturday & Sunday, August 30-31	4 Positions	5 pm – 10 pm		5	\$38.25

Monday, September 1	4 Positions	12 pm – 5 pm	5	\$38.25
(5) NIGHT SECURITY.				
Dates	Positions	# Positions/Hours per shift	Est. Daily Hours	Hourly Rate
Night Security services begin 5pm the Tuesday evening before the start of Fair and ends at 8am on the Tuesday after Fair ends.	Service Gates (Red, White, Blue, Green)	4 10:00 pm – 7:00 am 7:00pm, Sep 1 – 8:00am, Sep 2	9 13	\$41.25
	Roving Patrol / Building Security	2 8:00 pm – 10:15 am 7:00pm, Sep 1 – 8:00am, Sep 2	14.25 13	\$41.25
	Roving Patrol / Building Security	2 8:30 pm – 10:15 am 7:00pm, Sep 1 – 8:00am, Sep 2	13.75 13	\$41.25