

CONTRACTOR: Allied Universal Security Services
CONTACT PERSON: Nick Orlik, Regional Vice President
ADDRESS: 14824 Westminster Way North
Shoreline, WA 98133
U.B.I. NUMBER: 603-382-211
TELEPHONE/EMAIL: 206-365-0760 Nick.orlik@aus.com
COUNTY DEPT: Sheriff's Office
DEPT. CONTACT PERSON: Sean Gillespie
TELEPHONE/EMAIL: 425-388-3844 sean.gillespie@snoco.org
PROJECT: RFP 022-21BC Security Services
AMOUNT: \$950,000 per year
FUND SOURCE: 512 530 811 4131
CONTRACT DURATION: Feb. 14, 2022, 7am through February 13, 2024,
unless extended or renewed pursuant to
Section 2

AGREEMENT FOR SECURITY SERVICES

THIS AGREEMENT (the "Agreement") is made by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the "County") and Universal Protection Service d/b/a Allied Universal Security Services, a Limited Partnership incorporated in California, duly licensed to conduct business in Washington State (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 supplemental Security Services at several County locations, as described in Schedule B, attached hereto and incorporated herein by this reference. This Agreement is the product of County RFP 022-21BC. Schedule A: Cost is made a part of this agreement and incorporated herein by this reference.

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 be effective on February 14, 2022 at 7:00 AM (the “Effective Date”) and shall terminate on February 13, 2024, PROVIDED, HOWEVER, that the term of this Agreement may be extended for up to two (2) additional two (2) 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, 2022, 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. a. Services. The County will pay the Contractor for services as set forth in Schedule

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 properly executed invoices to the County no more frequently than monthly. Each invoice shall include an itemization of the dates on which services were provided, including the number of hours and a brief description of the work performed on each such date. Subject to Section 8 of this Agreement, the County will pay such invoices 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 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.

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 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, is estimated to be \$950,000 for the first year 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: Sean Gillespie
Title: Sergeant, Courthouse Security Unit Supervisor
Department: Sheriff’s Office
Telephone: (425) 388-3844
Cell: (425) 508-2786
Email: sean.gillespie@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 acts and omissions of the County and, if any funds for this Agreement are provided by the State, the State, and any third party other than the Contractor, 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 to the extent caused by the acts and omissions 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 to the extent caused by the Contractor's acts and omissions 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: \$2,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$3,000,000 aggregate limit. CG 00 01 current edition, including Products and Completed Operations;

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

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

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

(v) Professional Liability: \$1,000,000

(vi) Crime: Fidelity, Theft, Disappearance & Destruction Liability \$500,000

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 to the extent of the liability assumed by the Contractor under 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 2010 04/13 and CG 2037 4/13" or their 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.

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

Attention: Eric McGarty
Regional President

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.

Schedule A
Cost

<u>Feb 14, 2022-Feb 13, 2023 Costs:</u>	<u>Regular</u>	<u>Holiday</u>
Rate for each Manager/Supervisor:	\$35.68 per hour	\$53.52 per hour
Rate for each Lead Security Officer:	\$27.66 per hour	\$41.49 per hour
Rate for each Security Officer:	\$24.96 per hour	\$37.44 per hour
<u>Feb 14, 2023 – Feb 13, 2024 Costs:</u>	<u>Regular</u>	<u>Holiday</u>
Rate for each Manager/Supervisor:	\$37.11 per hour	\$55.67 per hour
Rate for each Lead Security Officer:	\$28.77 per hour	\$43.16 per hour
Rate for each Security Officer:	\$25.96 per hour	\$38.94 per hour

Costs shall remain fixed from February 14, 2022, to February 13, 2024.

Cost Change Request

For costs beginning February 14, 2024, or any renewal or extension term thereafter, the Contractor may request a cost change by delivering a request, in writing, to the County Sheriff’s Office no later than March 1st for changes effective February 14th of the next year. The Contractor shall support its request with documentation satisfactory to the County, such as changes to the Producers Price Index for the applicable category, the Consumer Price Index for the Seattle-Tacoma-Bremerton area, WA State’s minimum wage changes, or a manufacturer's published notification of price change(s). The County reserves the right, in its sole discretion, to grant the request as submitted, engage the Contractor in negotiations, or deny the request in its entirety. Any change in cost shall be documented through an amendment to this Contract. If the parties cannot agree to a price for the next year by April 15th, the Contractor may terminate the Contract, effective at the end of the current term, by providing the County with written notice of its intent to terminate no later than May 15th of the current year.

Schedule B Scope of Services

A. Introduction

1. Contractor shall provide all staff and equipment specified by this Contract and shall plan, schedule, coordinate and assure effective performance of security services at the County locations and hours designated in Schedule C, in accordance with the specifications contained herein.
2. Contractor shall provide all personnel necessary to perform the services required under this contract. Contractor personnel shall be qualified, experienced and licensed, as required by any applicable law or regulation, to provide entrance screening services. Contractor personnel shall pass any background check or obtain any other qualification to the satisfaction of the County, including CJIS certification, if applicable, prior to being assigned or serving at any County location.
3. Contractor shall coordinate schedules for all Security Officers (“SOs”) so that minimum screening levels are maintained, including during break/lunch periods.
4. Contractor shall maintain a daily attendance log. This log shall show the date, time in, time out, written name of the SO, and the SO’s signature. If a SO is not present for any reason, an explanation should be provided in the log.
5. Contractor shall take all necessary steps to assure that SO’s performing services pursuant to this Contract are professionally and personally reliable, are of reputable background and sound character, and meet the training and experience requirements set forth herein. The Contractor is responsible for ensuring that all SO’s meet all standards of suitability, conduct, and work performance throughout the term of this Contract.
6. Contractor shall immediately correct performance by SOs that fails to meet the duties, standards, or process set forth in this Contract. This duty includes removing and replacing SOs, as necessary or as requested by the County, and it is the Contractor’s responsibility to initiate necessary or requested action. In the event of SO removal, the Contractor must advise the County of the removal and the reason(s) for it.
7. The County may require screening services outside the Hours of Operation described in Schedule C. If services are necessary earlier than the opening hour of operation, the County will notify the Contractor of the need to open early not later than the close of business the day before the early opening is required. If services are necessary later than the closing hour of operation, the County will notify the Contractor not less than two hours before the late service is needed. Screening services outside of the Hours of Operation may be subject to the Holiday hourly rate set forth in Schedule A.
8. The provision of ineligible SO’s or SO’s who do not meet the criteria, who violate the performance standards of the contract or whose work performance is inadequate in any respect constitutes Contractor’s non-performance. The County shall notify the Contractor, in writing, regarding Contractor non-performance due to non-suitability or any other deficiency.

9. No SO may assume duties unless he or she has been in a non-working status for a minimum of 8 hours immediately before reporting for duty. No SO shall be authorized to leave their station during their shift except for those specific periods of time when the SO is authorized to take breaks, lunch, or rotate station duty.

B. Preliminary Background Investigation

1. The Contractor shall conduct a preliminary background investigation of all employees that shall perform duties under this Contract. The Contractor shall submit a list that includes the name, address, background and date of birth of proposed SO's to the Security Unit Supervisor 15 days before the SO is assigned to a County location. All replacement personnel are subject to the same criteria.
2. The Contractor's preliminary background investigation on prospective personnel must meet or exceed the following minimum background investigation requirements:
 - a. Disclosure of Felony Convictions;
 - b. Disclosure of Misdemeanor Convictions involving violence, dishonesty, or drugs;
 - c. Relevant work history, including termination of employees by an employer for cause
3. The Contractor will provide its preliminary background investigation to the County. The County may also perform its own investigation into a proposed SO's background, including requiring a fingerprint based background check.
4. All SO's must be approved by the County prior to working at a County facility. .

C. Uniforms & Equipment

1. The County shall furnish x-ray screening machines (and required property tubs):
 - a. three (3) x-ray machines for use at the main campus,
 - b. one (1) x-ray machine at the County Correctional Facility,
 - c. one (1) x-ray machine at South District Court and
 - d. one (1) x-ray machine at Denney Juvenile Justice Center.
2. The County shall provide a minimum of one (1) magnetometer and hand-held metal detector at each location, as well gloves and sanitizing supplies.
3. Contractor employees shall conduct security screening with magnetometer and hand-held wands at Cascade District Court and Evergreen District Court. Hand-held wands are shared by SO's at the same station. The County will provide the Contractor with a system to account for and manage County equipment provided in accordance with this section.
4. The Contractor shall provide uniforms for the SOs. The issued uniforms shall be mutually agreed upon by the Contractor and Snohomish County. There may be different uniforms approved for different assignments and/or venues.

5. Under no circumstances shall an SO take any items/equipment from his or her duty station unless specifically authorized to do so. SO's shall use County equipment, unless otherwise specified in this document, and may not substitute personal property or Contractor property in place of that equipment without authorization by the County. Any SO who violates this provision will be reported to the Contractor for appropriate action. This action is in addition to any other remedies available to the County including by not limited to the penalties for theft of property.
6. Snohomish County will provide the following:
 - a. Office space for the on-site Manager/Supervisor to include: Desk, computer, chair, and phone line.
 - b. Cell phones (3): One for the Manager/Supervisor, one shared phone for the night/weekend/holiday SO, and one for Denney Juvenile Justice Center SO.
7. SO staff are required to ensure equipment is operational prior to the facility opening time.
8. The Contractor is responsible for promptly notifying the County when such equipment is malfunctioning. Any equipment that is misused or abused by SO's shall be repaired and the cost thereof shall be billed to the Contractor.

D. Screening

1. All persons desiring to pass beyond the screening points must undergo screening. Contractor personnel will screen persons entering County facilities in accordance with the County Security Plan, SCSO Security Unit Procedures, Court Rule, or other applicable standards. . Individuals are not permitted to retain any hand-carried items in their possession during screening other than articles of clothing and very small or thin objects such as personal passes. All indications of unaccounted for metal on an individual's person must be satisfactorily resolved prior to entry into a County facility. Only upon satisfactory completion of screening and of the inspection of all hand-carried items may the individual be permitted to pass beyond the screening points.
 - a. If a person alarms the metal detection device, a determination must be made that the cause of this alarm is not a weapon or dangerous object. This can be accomplished by a hand-held metal detector or by asking the individual to remove extraneous metal from their person and passing through the walk-through detector.
 - b. Every person has the option to refuse screening. Persons who refuse to be screened shall be denied passage beyond the screening points by SO.
2. All carry items passing through the screening points must be screened. Carry items will be adequately inspected to reasonably ascertain that such items are not being used to conceal an explosive, incendiary, or deadly or dangerous weapon. If a person refuses to permit inspection of any carry item, the item must not be allowed to pass the screening station or be allowed into the respective facility.
 - a. When the physical inspection method is used, carry items will be adequately inspected to reasonably ascertain that such items are not being used to conceal an explosive, incendiary, or deadly or dangerous weapon.

- b. The x-ray inspection method requires the use of an adequately trained SO. Whenever the operator sees on the display an image that is or may conceal an explosive, incendiary, or deadly or dangerous weapon, the carry item must then undergo physical search.
3. Persons on crutches, in wheelchairs or in stretchers, wearing prosthetic aids, or in any other condition that precludes use of the regular screening process, may be screened privately. The person conducting the screening or consent search using a hand-held metal detector will assure that no weapons or dangerous objects are on or about the person being screened. The person will then be escorted through or around the screening point. Carry items will be screened in the normal manner.
4. Certain religious articles may be considered sacred and opening may result in desecration. They will be visually examined and, if there is no indication of tampering, no further screening is required.
5. Certified Law Enforcement Officers: An armed certified law enforcement officer, in or out of uniform, on official business, and desiring passage through a screening point without inspection of their person and accessible property, will, upon presentation of bona fide credentials, be permitted to pass beyond the screening point, without undergoing the normal screening process. The law enforcement officer shall be required to check in an on-duty Sheriff's Marshal. Note: This section is subject to change by Snohomish County.
6. Discovery of Explosive, Incendiary, or Deadly or Dangerous Weapon:
 - a. If an explosive, incendiary, or deadly or dangerous weapon is found, screening personnel shall:
 - 1) Immediately notify the Lead SO and the Sheriff's Marshal supporting the screening point involved, as appropriate.
 - 2) Not touch or remove the object.
 - b. Objects discovered during the screening process should be protected and returned to the person, whenever practical, except for those items that are taken into custody by a Sheriff's Marshal.

E. Entrance Control

1. Entrance Control shall include the operation and enforcement system comprised of the operation of screening equipment and the checking of handbags, packages, baby carriages, wheelchairs, etc. to detect weapons or contraband. Items confiscated will be promptly turned over to the Sheriff's Marshal.
2. In performance of Entrance Control duties, SOs shall be responsible for alerting a Sheriff's Marshal and denying entry to any person(s) attempting to gain unauthorized access.
3. The Contractor shall be responsible for performing three basic screening functions at each location: screening carry items (x-ray and physical search), screening persons (walkthrough or hand-held metal detector), and controlling unauthorized access. A SO may be assigned to perform the duties of only one basic screening function at any

given time. As an example, an SO assigned to screen hand-carry items may not be assigned to monitor the walk-through metal detector, perform hand-held metal detector screening, or control unauthorized access to the county buildings.

4. Contractor shall ensure agreed upon staffing levels to ensure all entrance-screening activities are efficient and effective.

F. Use of Alcohol and Other Substances

1. No SO may assume duties if he or she has consumed any alcoholic substance within 8 hours of reporting for duty. Reporting for duty includes returning from lunch or other breaks.
2. No SO may assume duties if he or she has consumed any drug that may impair his or her ability to perform his or her job effectively and efficiently. In the case of prescription drugs, a letter from a qualified licensed physician shall be furnished to the Contractor stating that use while in a duty status will not affect the performance of the SO.
3. Marijuana, whether medicinal or recreational, may not be consumed at any time (on or off duty) while an SO is assigned to a County location.

G. Emergency

1. In case of an emergency, SOs shall expect to be directed to specific duties as determined by Sheriff's Office personnel. When time and circumstances permit, such direction will be managed through the Contractor's Supervisor or Contractor's Manager. Emergencies include both man-made and natural disasters and/or incidents. SOs shall respond appropriately for actions such as active shooters, bomb threats, fires, earthquakes and similar incidents where the management and/or evacuation of employees and citizens will occur. Under no circumstances may a SO refuse to cooperate with such directives when the Sheriff's Office, or other competent County authority, determines that an emergency exists.
2. Upon declaration of an emergency by the Sheriff's Office, or other competent County authority or designee, screening services shall continue to be provided by Contractor until the emergency declaration has been canceled.
3. The Contractor's Supervisor/Manager shall be notified of an emergency situation and once the situation is resolved and shall make a record of it in the Daily Log, as soon as practical.

H. Lost & Found

SOs shall turn over any found articles to an on-duty Sheriff's Marshal.

I. Overtime

When scheduled activities or incidents exceed normal hours, it may be necessary to add additional hours of screening services and/or general security. In those cases, the County may request overtime orally or in writing, provided the Contractor is notified at least 2 hours before

the scheduled completion of the SOs regular shift. During these extended periods of service, the Contractor shall supervise and direct the SO(s) designated to perform overtime services. Any distinction between normal and overtime duties will be discussed with both the Contractor Supervisor/Manager and the SO.

The 2-hour requirement for notification will not apply for non-scheduled events that develop during the work period and will extend beyond the scope of the normal work period. Under such circumstances, the Sheriff's Office will make the notification in as timely fashion as possible.

J. PERSONNEL DUTIES & STANDARDS

All personnel employed by the Contractor to provide security services for the County shall meet or exceed the following requirements:

1. A combination of education and experience that the Contractor has determined to have equipped the person to perform the duties of the position, and that meet the County's requirements as described herein.
2. Have the ability to meet and deal tactfully with judges, attorneys, court personnel and the general public.
3. Basic aptitude and physical abilities including color perception, visual and aural acuity, physical coordination, and motor skills to the following standards:
 - a. SOs operating x-ray equipment must be able to distinguish on the x-ray monitor the appropriate imaging standard specified in these specifications. Wherever the x-ray system displays colors, the operator must be able to perceive each color.
 - b. SOs operating any screening equipment must be able to distinguish each color displayed on every type of screening equipment and explain what each color signifies.
 - c. SOs must be able to hear and respond to the spoken voice and the audible alarms generated by screening equipment in an active checkpoint environment.
 - d. SOs performing physical searches or other related operations must be able to efficiently and thoroughly manipulate and handle any baggage, containers, and other objects subject to screening process.
 - e. SOs who perform hand-held metal detector searches of persons must have sufficient dexterity and capability to conduct those procedures on all parts of the person's body.
4. The ability to read, speak, and write English well enough to:
 - a. Carry out written and oral instructions regarding the proper performance of screening duties.
 - b. Read English language identification media, credentials, and labels on items normally encountered in the screening process.
 - c. Able to understand and provide directions and answer questions from English-speaking persons undergoing screening.
 - d. Write incident reports and statements and log entries into security records in the English Language.

5. The Contractor may use a person during the on-the-job portion of training to perform security functions provided that the person is closely supervised and does not make independent judgments as to whether persons or property may enter the facility without further inspection.

K. Contractor Supervisor/Manager

Contractor Supervisor/Manager's responsibilities are as follows:

1. Shall be available on a 24 hour on-call basis.
2. Shall be responsible for ensuring that all SOs comply with to the terms and conditions set forth in the contract and must enforce compliance.
3. Shall accept and execute, on behalf of the Contractor, any technical direction issued by the County under the terms and conditions of the contract. The County will not tolerate any Contractor Supervisor/Manager that cannot act and make decisions independently or who is not available to the County through a pager system, telephone, or other method at all times. Management is considered critical. The Contractor's failure to furnish a competent Supervisor/Manager and such management as is required herein is a breach of the contract that may render the Contractor in default.
4. When a contract Supervisor/Manager is unavailable due to illness, vacation, or other reason, the Contractor shall assign another individual to that function who fully meets the requirements as set forth in this contract.
5. Schedule the SOs so that in normal circumstances overtime will not be worked.
6. Schedule the staff as indicated in Exhibit A and ensure the Lead SO stationed at the Courthouse and at least one SO assigned to Denny Justice Center will report ½ hour before each shift to check and calibrate equipment as well as prepare the checkpoint for operation.
7. Schedule a minimum of one SO to the County Campus during non-business hours.
8. Assign substitute SOs when an SO scheduled to work does not report for duty. The Contractor will be responsible for personally notifying the County of SO substitutes and actions taken for replacement.
9. Conduct and document an annual evaluation of persons assigned to the contract duties. Evaluations should determine and document whether the SO:
 - a. Has suffered a significant decrease in any ability required to perform a screening function since the last evaluation of those abilities.
 - b. Has a satisfactory record of performance and attention to duty.
 - c. Demonstrates knowledge and skills necessary to courteously, vigilantly, and effectively perform screening functions.
10. Represent the Contractor in handling complaints.
11. Notify the County of any performance or functional deficiencies.
12. Prepare and submit to the County daily reports on any accidents, fire, bomb threat, unusual incident or unlawful act that occurred. Reports shall include maintaining a daily log of such incidents. SO logs will be available for inspection at all times. All

incident reports shall be provided by the Contractor to the Security Marshal. When SOs confiscate items, they will be required to file a report with the Sheriff's Security Unit providing information on the items confiscated. Daily log shall be provided to document billed hours.

L. Lead Security Officer (Lead SO)

The Contractor Supervisor/Manager will designate a Lead SO for each shift to represent the Contractor, supervise screeners, resolve conflicts and problems, and otherwise control all screening activities at each checkpoint.

1. The Lead SO will actively intervene in any function performed by other screeners as necessary to assure effective, vigilant, and courteous screening. At each screening point, the Lead SO will perform the screening functions for which they are qualified and will also:
 - a. Supervise screeners, checking their alertness and duty performance, and rotate their duty assignments in accordance with this contract and as necessary to assure effective, vigilant, and courteous screening.
 - b. Coordinate with the Sheriff's Security Unit supervisor daily to maintain communication on security screening activities.
 - c. Manage incidents as they arise until the arrival of a Security Marshal, Deputy Sheriff or other law enforcement officer.
 - d. Immediately notify, or cause to be notified, a Sheriff's Marshal or the Sheriff's Security Unit supervisor or other appropriate law enforcement officer when a criminal act is suspected.
 - e. Isolate deadly or dangerous weapons and other prohibited objects as required herein.
 - f. Control or monitor persons when appropriate, without using physical restraint and without jeopardizing his or her safety or that of others in the immediate vicinity.
 - g. Collect witness information and retain evidence pending, arrival of a Sheriff's Marshal, the Sheriff's Security Unit supervisor or other appropriate law enforcement officer.
 - h. Verify the credentials of armed law enforcement officers as required by the contract.
 - i. Ensure periodic operational testing of screening equipment as required by County Security program.
 - j. Know how to immediately contact Sheriff's Security Unit personnel.
 - k. Function as contact between the Contractor Supervisor/Manager and the Sheriff's Office Security Unit supervisor. In most cases, this lead SO will function as a fulltime working SO.
 - l. Maintain a daily activity log of all SO related activity and incidents and make the log available for Sheriff's Office inspection at all times.

- m. Assure all SOs are in proper uniform and all equipment is accounted for.
- 2. In the event of illness, the Contractor Supervisor/Manger will promptly name a substitute Lead SO. This person must meet all the minimum requirements of a Lead SO and at times may be required to perform Lead SO duties.

M. Security Officer

- 1. The integrity of the County facilities accessed by the public are dependent upon the conduct of individual SOs. The Contractor will be responsible for maintaining satisfactory standards of SO competency, conduct, appearance, and integrity and will be responsible for taking such disciplinary action with respect to its employees as may be necessary.
- 2. In performing his or her duties, a SO will be responsible for alerting a Sheriff's Marshal, and denying entry, without the use of physical force, any person attempting to gain unauthorized access.
- 3. All SO's shall:
 - a. Be courteous and demonstrate good manners toward the general public, judges, and employees. Maintain a respectful and helpful attitude in all endeavors.
 - b. Maintain a neat, clean and businesslike appearance and comply with SO dress standards while on duty.
 - c. Report to the SO Supervisor/Manager or County Representative conditions that may adversely affect that SO's ability to perform effectively on a particular post assignment.
 - d. Upon becoming aware that they are under investigation by any federal, state or local agency for any legal or ethical violation, report this to the SO Supervisor/Manager and Security Marshal no later than the next working day after discovery.
 - e. Not disclose any official information
 - f. Refrain from discussing duty assignments, security precautions or procedures except with those having a need to know.
 - g. Comply with applicable laws while performing official duties.
 - h. Not discriminate, intimidate nor harass.
 - i. Demonstrate the highest standards of personal and professional conduct.
- 4. Security Officers (SOs) shall prepare required reports daily (or as directed by the Sheriff's Security Unit Supervisor) concerning accidents, fires, bombs or bomb threats, unusual incidents, or unlawful acts, and submit reports to the Sheriff's Office Security Unit Supervisor.

Schedule C

County Locations	Days of Operation	Hours of Operation	Minimum Staffing
County Campus After Hours Main Campus/Garage Campus & Garage Weekends	Monday – Friday	6:30 AM – 3:30 PM	1 FTE Lead
	Monday – Friday	7:30 AM – 4:00 PM	2 FTE
	Monday - Friday	8:00 AM – 4:30 PM	2 FTE
	Monday – Friday	8:00 AM – 5:00 PM	1 Manager
	Monday – Friday	8:30 AM – 5:00 PM	1 FTE
	Monday – Friday	3:00 PM – 11:00 PM	1 FTE
	Monday – Friday	11:00 PM – 7:00 AM	1 FTE
	Saturday thru Sunday Sunday thru Monday	6:00 AM – 6:00AM 6:00 AM – 7:00 AM***	1 FTE 1 FTE
Denney Juvenile Justice Center	Monday – Friday	7:30 AM – 4:30 PM	1 FTE
	Monday – Friday	9:00 AM – 6:00 PM	1 FTE
Cascade District Court	Monday – Friday	8:00 AM – 5:00 PM	1 FTE
Evergreen District Court	Monday – Friday	8:00 AM – 5:00 PM	1 FTE
South District Court	Monday – Friday	8:00 AM – 5:00 PM	1 FTE
County Campus Control Room	Monday – Friday	8:00 AM – 5:00 PM	1 FTE
Jail Lobby	Monday – Friday	7:30 AM – 4:30 PM	1 FTE
Jail Lobby	Monday – Friday	9:00 AM – 6:00 PM	1 FTE

* FTE – Full Time Equivalent

Main County Campus, Courthouse & Parking Garage

3000 Rockefeller Ave Everett WA, 98201

1 SO (Lead) 6:30 AM to 3:30 PM Monday – Friday

2 SO 7:30 AM to 4:00 PM Monday – Friday

1 SO (Mgr) 8:00 AM to 5:00 PM Monday – Friday

2 SO 8:00 AM to 4:30 PM Monday - Friday

1 SO 8:30 AM to 5:00 PM Monday – Friday

After hours Main Campus/Garage:

1 SO 3:00 PM to 11:00 PM Monday – Friday

1 SO 11:00 PM to 7:00 AM Monday – Friday

1 SO 5:00 PM Friday to 7:00 AM Monday

County Campus Control Room

1 SO 7:00 AM to 5:00 PM Monday – Friday

Garage & Campus Security Holidays

1 SO 6:00 AM to 6:00 AM County Holidays***

***On a weekend day or County holiday preceding a regular workday, SO hours will be extended to 7:00 AM the morning of the regular workday (allowing one extra hour for schedule overlap with the Lead SO).

Denney Juvenile Justice Center

2801 10th Street Everett, WA 98201

1 SO 7:30 AM to 4:30 PM Monday – Friday

1 SO 9:00 AM to 6:00 PM Monday – Friday

District Courts

Cascade District Courthouse

415 E. Burke Ave Arlington, WA 98223

Evergreen District Courthouse

14414 179th Ave SE Monroe, WA 98272

South District Courthouse

20520 68th Ave W. Lynnwood, WA 98036

1 SO 8:00 AM to 5:00 PM Monday – Friday, at each of the above District Courthouse locations

Snohomish County Correctional Facility (Jail)

3025 Oaks Ave Everett, WA 98201

Jail Lobby

1 SO 7:30 AM to 4:30 PM Monday – Friday

1 SO 9:00 AM to 6:00 PM Monday – Friday

County Holidays:

New Year's Day

Martin Luther King Jr. Day

Presidents Day

Memorial Day

Juneteenth

Independence Day

Labor Day

Veterans Day

Thanksgiving

Day after Thanksgiving

Christmas Day

The minimum staffing required may change during the term of the Contract, based on the operational and organizational requirements of the County. The County, through the Sheriff's Office, shall have the right to (1) change specific County locations, and/or (2) change the minimum staffing required at any particular County location. The County will provide Contractor with five (5) business days' notice of any change to the minimum staffing level, except in an emergency, when the County will provide as much advance notice as is feasible. Any increase in minimum staffing is subject to sufficient appropriation by the County.