

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT ("Agreement") is entered into by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington ("County"), and PST INVESTIGATIONS, a division of Public Safety Testing, Inc., a Washington corporation ("Contractor") (collectively, the "Parties").

In consideration of the terms and conditions set forth herein, the Parties agree as follows:

1. Identity of Contractor.

Contractor is a licensed Private Investigator Agency in the State of Washington and a provider of pre-employment background investigations, administrative workplace investigations, and other services to public agencies. Contractor personnel have extensive background investigation and/or law enforcement investigative experience. Contractor's investigators are Washington State licensed unarmed Private Investigators or licensed attorneys

2. Scope of Services to be Performed by Contractor.

Contractor shall conduct an investigation ("Investigation") as further described in Exhibit A, attached hereto and by this reference made a part of this Agreement.

This investigation shall be consistent with and for the purpose of, inter alia, carrying out the Snohomish County Superior Court PREA Umbrella Policy, attached as Exhibit B hereto and by this reference made a part of this Agreement.

Each service provided pursuant to this Agreement shall be conducted and provided in accordance with generally accepted practice in the relevant industry.

This agreement was procured non-competitively pursuant to Snohomish County Code 3.04.202(1).

3. Duration.

The Agreement shall commence upon execution by the Parties and shall terminate on the 31st day of December, 2026, unless extended or terminated earlier, pursuant to the terms and conditions of the Agreement; provided that all obligations of the County under the Agreement are contingent upon continuing local legislative appropriation of necessary funds for this specific purpose in accordance with applicable laws.

4. Records and Reports.

Contractor shall maintain such records and make reports to the County as provided further herein and in the Exhibits attached hereto.

5. Compensation.

The County shall pay fees to Contractor as follows:

Investigative, administrative, legal review and all non-travel time @ \$225/hour.

Investigator travel time @ \$95/hour.

Audio statement transcription @ 125% of SpeakWrite transcription rate.

County shall reimburse Contractor's actual costs incurred for travel, meals, lodging, parking, tolls, and other related incidental expenses.

Mileage will be charged by Contractor at the current federal standard mileage rate per mile.

Contractor may add a 4% surcharge to incidental expenses to cover administrative fees.

Any out-of-state travel by Contractor for purposes of performing Contractor's obligations under this Agreement is subject to pre-approval by County.

Contractor shall not charge Washington State sales tax.

Testimony or preparation for administrative or legal hearings related to Investigation @ \$375/hour.

Contractor shall invoice County following completion of the described services. County shall make payment within 30 days of receipt of Contractor invoice.

The amount of fees paid to the Contractor shall not exceed \$50,000 without further amendment to this Agreement.

6. Direction and Control.

Contractor agrees that it will perform the services under this Agreement as an independent contractor and not as an agent, employee, or servant of the County. The Parties agree that Contractor is not entitled to any benefits or rights enjoyed by employees of the County. Contractor specifically has the right to direct and control its own activities in providing the agreed services in accordance with the specifications set out in this Agreement. County shall only have the right to ensure performance.

7. Interest of Members of County.

No officer, employee, or agent of the County who exercises any function or responsibility in connection with planning and carrying out the Agreement, or any other person who exercises any function or responsibility in connection with it shall have any personal financial interest, direct or indirect, in this Agreement. Contractor shall take appropriate steps to assure compliance with this requirement.

8. Warranty of Authority.

Contractor represents and warrants that it has the authority to enter into and execute this

Agreement. Contractor acknowledges that this Agreement is made pursuant to and in reliance upon the presaid representation and warranty.

9. **Miscellaneous.** [RESERVED.]

10. Changes.

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

Nothing contained in this Agreement shall be deemed to preclude any party from seeking modification of any term contained herein should an unforeseen and material change in circumstances arise. Any proposed modification shall first be presented to the other party for review and approval.

11. Access to Books and Records; Audits and Inspections.

All records of Contractor on any matter covered by this Agreement shall be made available to the County any time during normal business hours, as County may reasonably deem necessary. Contractor will permit County to audit, examine and make copies, excerpts or transcripts from such records.

12. Indemnity/Hold Harmless.

Contractor shall hold harmless, indemnify and defend the County, its officers, officials, employees, and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages and judgments of any nature whatsoever, including costs and attorney's fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of Contractor's acts, errors, or omissions in the performance of this Agreement, or those of Contractor's employees, agents, or subcontractors. PROVIDED HOWEVER, that Contractor's obligation hereunder shall not extend to injury, sickness, death, or damage caused by or arising out of the sole negligence of the County, its officers, officials, employees, or agents. PROVIDED FURTHER, that in the event of the concurrent negligence of the parties, Contractor's indemnity obligations hereunder shall apply only to the percentage of fault attributable to Contractor, its employees, agents, or subcontractors.

With respect to Contractor's obligations to hold harmless, indemnify and defend provided for herein, but only as such obligations relate to claims, actions, or suits filed against the County, the Contractor further agrees to waive its immunity under the Industrial Insurance Act, Title 51 RCW, for any injury or death suffered by the Contractor's employees caused by or arising out of the Contractor's acts, errors, or omissions in the performance of this Agreement. This waiver is mutually negotiated by the parties.

Contractor's obligation hereunder shall include, but is not limited to, investigating, adjusting, and defending all claims alleging loss from action, error, omission, or breach of any common law, statutory, or other delegated duty by Contractor's, Contractor's employees, agents, or subcontractors.

County shall hold harmless, indemnify and defend the Contractor, its officers, officials, employees, and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages and judgments of any nature whatsoever, including costs and

attorney's fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of County's acts, errors, or omissions in the performance of this Agreement, or those of County's employees, agents, or subcontractors. PROVIDED HOWEVER, that County's obligation hereunder shall not extend to injury, sickness, death, or damage caused by or arising out of the sole negligence of the Contractor, its officers, officials, employees, or agents. PROVIDED FURTHER, that in the event of the concurrent negligence of the parties, County's indemnity obligations hereunder shall apply only to the percentage of fault attributable to County, its employees, agents, or subcontractors.

13. **Insurance.**

Contractor shall procure by the time of execution of this Agreement, and maintain for its duration, (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 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, 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 13, the County shall not be deemed or construed to have assessed the risks that may be applicable to Contractor under this Agreement. The Association 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. Contractor's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of 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. Contractor shall maintain coverage at least as broad as, and with limits no less than:

(i) General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$2,000,000 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) Employee Dishonesty/Fidelity: \$50,000.

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

(ii) 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 Contractor's liability to the County and shall be the sole responsibility of 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. 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 Contractor as evidence of compliance with the insurance requirements of this Agreement shall be subject to all the requirements stated herein.

14. Compliance with Laws.

Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations in performing this Agreement.

15. 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.

Contractor shall comply with Chapter 2.460 SCC, which is incorporated herein by this reference. Execution of this Agreement constitutes a certification by Contractor of its compliance with the requirements of Chapter 2.460 SCC. If Contractor is found to have violated this provision or furnished false or misleading information in an investigation or proceeding conducted pursuant to 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.

16. Public Records Act.

This Agreement and all public records associated with it 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 Contractor are needed for the County to respond to a request under the Act, as determined by the County, Contractor agrees to make them promptly available to the County. If 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, 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 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 Contractor (a) of the request and (b) of the date that such information will be released to the requester unless Contractor obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If 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 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 Contractor as confidential or proprietary. The County shall not be liable to 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.

17. Termination.

Either party may withdraw from this Agreement at any time for any reason with 30 days written notice. Any work performed by Contractor up until termination will be compensated, including work performed by Contractor after notice of termination.

18. Non-Assignment.

Contractor shall not sublet or assign any of the rights, duties, or obligations covered by this Agreement without the prior express written consent of the County.

19. Disputes and Arbitration.

Disputes or claims arising under this Agreement shall initially be resolved by consultation between the parties and are to be resolved in accordance with the laws of the State of Washington. If resolution of such dispute or claim is not obtained within fifteen (15) days of such consultation, the matter shall, at the request of the County or Contractor, be submitted to a three-person panel for final, binding arbitration. Such panel shall consist of three members, one of which shall be selected by the County Executive, one selected by Contractor, and the third selected jointly by the other two members. Decision by the panel shall be reached by simple majority vote of its members, and shall be rendered within twenty-one (21) days of submittal of any such matter to it.

20. Conflicts Between Attachments and Text.

Should any conflicts exist between any attached exhibit or schedule and the text of this Agreement, the text shall prevail.

21. Governing Law and Venue.

This Agreement shall be governed by the laws of the State of Washington and any lawsuit regarding this Agreement must be brought in Snohomish County, Washington.

22. Integrated Document.

This Agreement embodies the entirety of the agreement between the County and Contractor. No verbal agreements, conversations, understandings, or writings with any officer, agent, or employee of the County prior to the execution of this Agreement shall affect or modify any of the terms, conditions, or obligations contained in any documents comprising this Agreement. Any such verbal agreements, conversations, understandings, or writings shall be considered as unofficial and in no way binding upon the Parties.

23. Approvals and Notices.

Except as otherwise provided under this Agreement, when County approval, authorization, waiver, instructions, or determinations are required, they shall be effective only when given:

In writing and signed by the County Executive or County Superior Court Administrator; or

With respect to fiscal procedures, in writing and signed by the County Superior Court Administrator, Executive, or the Snohomish, or Director of Finance.

Communication regarding day-to-day administration of the Agreement by the County and invoicing to the County under the Agreement is shall be directed the County Superior Court Administrator.

24. When Rights and Remedies Are Not Waived.

In no event shall any payment by the County or acceptance of payment by Contractor constitute or be construed to be a waiver by such party of any breach of contract, covenant, or default which may then exist on the part of the other. The making or acceptance of any such

payment while any such breach of default shall exist shall in no way impair or prejudice any right or remedy available with respect to such breach of default.

25. **Severability.**

If any provisions of this Agreement are held invalid, the remainder of the Agreement shall not be affected thereby, if such remainder would then continue to conform to the terms and requirements of applicable law.

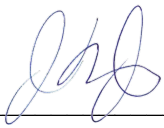
SNOHOMISH COUNTY

By: _____

Print: Dave Somers Ken Klein
Executive Director

Its: Executive

**PST INVESTIGATIONS
PUBLIC SAFETY TESTING, INC.**

By:  _____ January 2, 2025

Print: Jon F. Walters, Jr.

Its: President

Greg Wilson
Director of Investigation
20818 44th Ave W, STE 160
Lynnwood, WA 98036
425.741.8872 / 425.7876.9615

Point of Contact: Andrew Somers

Title: Court Administrator

Address: 3000 Rockefeller Ave.

City/State/Zip: Everett, WA 98201

Telephone: 425-388-3798

Email: andrew.somers@snoco.org

Invoicing Preference (select one):

☐ US Postal Service Mail

☐ Electronic via email @ _____

Approved as to form only:

 /s/ Sean Reay 12/19/24
Deputy Prosecuting Attorney Date

Risk Management Date

Exhibit A

1. Contractor shall discuss the scope of work and expectations for the Investigation with County.
2. Contractor shall conduct records review, interviews of complainant(s), identified witnesses, and employees, etc.
3. County will provide to Contractor copies of complaints/allegations, incident reports, medical/mental health records, disciplinary records, correctional facility staff log/shift rosters, prisoner/respondent logs, employment records, relevant manuals, operating procedures, investigative policies, labor contracts, rules, etc., relevant to the Investigation and as requested by Contractor.
4. Contractor shall provide Summary Report to the County, including:
 - Complaint review, details of the alleged incidents, parties involved, etc.
 - Summary and transcripts of interviews;
 - Summary of facts and other relevant information;
 - Opinion on the details of the incident and the nature of the evidence uncovered in the investigation.
5. Contractor will not make complaint settlement recommendations.
6. Contractor will meet with the County as requested.
7. Contractor will assist as requested with administrative or legal/litigation interviews, depositions, proceedings, hearings, appeals, etc., after Investigation.

CONSIDERATIONS:

- County will provide, as available and practicable necessary contact information for witnesses and assist with scheduling interviews, including any necessary directives/orders required to be given to the County's employee(s).
- Contractor will contact County at any point during an investigation if it appears there is potential criminal conduct.