

**AGREEMENT FOR UNARMED SECURITY GUARD SERVICES BETWEEN
DEPAUL INDUSTRIES AND YAMHILL COUNTY**

THIS AGREEMENT ("Agreement") is entered into by and between Yamhill County, Oregon, a political subdivision of the state of Oregon ("COUNTY"), acting by and through its Yamhill County Sheriff's Office ("YCSO") and the DePaul Industries, an Oregon Nonprofit Corporation, with its principal place of business located at 4950 NE MLK Jr. Blvd, Portland, OR 97211, ("CONTRACTOR"), referred to individually as Party and collectively as Parties.

WHEREAS, the COUNTY desires to acquire unarmed security guard services to support YCSO in providing security to the Yamhill County Courthouse for and on behalf of COUNTY; and

WHEREAS, CONTRACTOR provides unarmed security guard services and has a current price agreement with the Oregon Department of Administrative Services; and

WHEREAS, the COUNTY and CONTRACTOR now desire to enter into this Agreement for CONTRACTOR to provide unarmed security guard services to COUNTY in accordance with the terms herein and of the following Exhibits:

1. SERVICES

The CONTRACTOR agrees to provide the services as specified in Exhibit A of this Agreement, for the period beginning September 1, 2015 through April 30, 2016 ("Services"). Upon the expiration of the original term, this Agreement may be renewed for two (2) additional one-year terms at the rates provided in the original Agreement. It is understood that this Agreement between the COUNTY and the CONTRACTOR is subject to the availability of local, state, and federal funds.

2. COMPLIANCE WITH STATUTES AND RULES; TAXES

The COUNTY and the CONTRACTOR agree to comply with the provisions of this Agreement and all applicable federal, state, and local statutes and rules. Unless otherwise specified, responsibility for all taxes, assessment, and any other charges imposed by law upon employers shall be the sole responsibility of the CONTRACTOR. Failure of the CONTRACTOR or the COUNTY to comply with the provisions of this Agreement and all applicable federal, state, and local statutes and rules shall be cause for termination of this Agreement as specified in sections concerning recovery of funds and termination.

3. PAYMENT OF AGREEMENT

- a. Agreement amount. The sum of up to \$79,598.00 is the maximum payment amount obligated by the COUNTY under this Agreement. The COUNTY agrees to pay to the CONTRACTOR at the rates attached in Exhibit A for the Services.

DePaul recognizes the following six holidays: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. If a DePaul security officer is required to work on one of these holidays, the holiday rates above will apply.

Hourly rates will remain firm for the first year of the Agreement. If circumstances dictate an increase after the first year, hourly rates may be negotiated annually sixty (60 days) prior to the anniversary date.

- b. Requests for Payment. Payment will be made only for actual expenditures up to the maximum amount(s) specified. The CONTRACTOR will submit monthly reports of expenditures/requests for reimbursement in the format included in this Agreement, as soon as possible following the close of the reimbursable month.
- c. Final Request for Reimbursement and Annual Cost Statement. The CONTRACTOR will submit the final monthly expenditure report, if required, no later than 30 days after termination of this Agreement. The COUNTY will use these reports to determine correct payment amounts under this Agreement. The COUNTY will compare the correct payment amount with the actual payments made during the Agreement period. Differences owing to the CONTRACTOR will be collected from the COUNTY. Differences owing to the COUNTY will be paid by the CONTRACTOR.

4. MODIFICATION OF AGREEMENT

Any alterations, variations, modifications, or waivers of provision of this Agreement shall be valid only when they have been submitted in writing and approved by the COUNTY and the CONTRACTOR.

The CONTRACTOR or the COUNTY may reduce or terminate this Agreement when state or federal funds are reduced or eliminated by providing to the respective parties written notice delivered by certified mail.

In the event the Board of Commissioners of the COUNTY reduces, changes, eliminates, or otherwise modifies the funding for any of the services identified, the CONTRACTOR agrees to abide by any such decision including termination of service.

5. WITHHOLDING OF AGREEMENT PAYMENTS

Notwithstanding any other payment provision of this Agreement, failure of the CONTRACTOR to submit required reports when due, or failure to perform or document the performance of the Services, may result in withholding of payments under this Agreement. Such withholding of payment for cause shall begin thirty (30) days after written notice is given by the COUNTY to the CONTRACTOR, and shall continue until the CONTRACTOR submits required reports, performs the required Services or establishes, to the COUNTY'S satisfaction, that such failure arose out of causes beyond the control, and without the fault or negligence of the CONTRACTOR.

6. RECOVERY OF FUNDS

Expenditures of the CONTRACTOR may be charged to this Agreement only if they (1) are in payment of Services performed under this Agreement, (2) conform to applicable state and federal regulations and statutes, and (3) are in payment of an obligation incurred during the Agreement period.

- a. Unauthorized Expenditures and Excess Payments. Any COUNTY funds spent for purposes not authorized by this Agreement and payments by the COUNTY in excess of authorized expenditures shall be deducted from payment of reimbursements or refunded to the COUNTY no later than thirty (30) days after the Agreement's expiration or notification from the CONTRACTOR.

The CONTRACTOR shall be responsible to repay for prior Agreement period excess payments and unrecovered advanced payments provided by the COUNTY. Repayment of prior period obligations shall

be made to the COUNTY in a manner agreed on.

- b. Agreement Termination or Suspension. In the event of termination of all or part of this Agreement as specified in Section 13 of this Agreement, COUNTY funds not earned at the date of termination or cancellation shall revert to the COUNTY.

7. AUDITS AND INSPECTIONS

The CONTRACTOR shall permit authorized representatives of the COUNTY, State of Oregon, or the applicable audit agencies of the U.S. Government to review the records of the CONTRACTOR as they relate to the Services in order to satisfy audit or program evaluation purposes deemed necessary by the COUNTY and permitted by law.

8. REPORTING REQUIREMENTS

By signature on the Agreement, the CONTRACTOR grants the COUNTY, except where expressly prohibited by law, the right to reproduce, use, and disclose for COUNTY purposes, all or part of the reports, data, and technical information furnished the COUNTY under this Agreement.

9. MAINTENANCE, RETENTION OF RECORDS; CONFIDENTIALITY

The CONTRACTOR agrees to establish and maintain records and statistics as follows:

Financial records, which indicate the number of hours of Services provided under this Agreement and other appropriate records pertinent to this Agreement shall be retained for the applicable required retention period of the Oregon Secretary of State's office, but in no event shall such records be retained for less than three (3) years after the end of the Agreement period. If there are unresolved audit questions at the end of the three-year period, the records must be maintained until the questions are resolved.

CONTRACTOR acknowledges that CONTRACTOR may, in the course of its performance under this Agreement, be exposed to or acquire information that is the confidential information of COUNTY or COUNTY's clients. Any and all (i) COUNTY or COUNTY client information, (ii) information provided by COUNTY and marked confidential, or (iii) information identified as confidential in a separate writing, that becomes available to CONTRACTOR in the performance of this Agreement shall be deemed to be confidential information of COUNTY ("Confidential Information"). Any reports or other documents or items, including software, that result from CONTRACTOR's use of the Confidential Information are also deemed Confidential Information. CONTRACTOR agrees to hold Confidential Information in strict confidence, using at least the same degree of care that CONTRACTOR uses in maintaining the confidentiality of CONTRACTOR's own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give or disclose Confidential Information for any purposes whatsoever, except as may be provided elsewhere under this Agreement. CONTRACTOR agrees that, upon termination of this Agreement or at COUNTY's request, CONTRACTOR will turn over to COUNTY all documents, papers and other matter in CONTRACTOR's possession that embody Confidential Information.

Client records shall be kept confidential in accordance with ORS 179.505, OAR 309-11-020, 45 CFR 205.50 and 42 CFR Part 2.

10. CIVIL RIGHTS, REHABILITATION ACT, AMERICANS WITH DISABILITIES ACT and TITLE VI OF THE CIVIL RIGHTS ACT.

The CONTRACTOR agrees to comply with the Civil Rights Act of 1964, and 1991, Americans with

Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973, and Title VI as implemented by 45 CFR 80 and 84 which states in part, No qualified person shall on the basis of disability, race, color, or national origin be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which received or benefits from federal financial assistance.

11. INDEMNIFICATION, INSURANCE, AND BONDING

CONTRACTOR shall defend, indemnify and hold harmless the COUNTY and its officers, employees and agents ("Indemnified Party" or "Indemnified Parties") from and against all claims, suits, actions, proceedings, losses, damages, liabilities, awards and costs of every kind and asserted by a third party and arising out of the actual or alleged (a) breach of this Agreement by CONTRACTOR, (b) the infringement of any patent, copyright, trade secret or other proprietary right of any third party by delivery or use in or associated with the performance of the Services, (c) failure by CONTRACTOR to comply with applicable law, or (d) misconduct, negligence or other intentional or culpable act, error or omission of CONTRACTOR, any subcontractor or their respective employees or agents in or associated with the performance of the Services provided under the Agreement ("Indemnified Claims").

Upon receipt of notice that a third party is making an Indemnified Claim against an Indemnified Party, the Indemnified Party receiving notice of the Indemnified Claim shall notify CONTRACTOR and provide copies of all documents, if any, from the third party describing the Indemnified Claim. If the Indemnified Party determines that the asserted claim in whole or in part may be an Indemnified Claim, it may tender the Indemnified Claim in whole or in part to CONTRACTOR pursuant to subsection the preceding Section. CONTRACTOR's liability under this Section shall not extend to that portion of a Claim caused by (a) the negligent or willful misconduct of an Indemnified Party or (b) a material breach of the Agreement by an Indemnified Party.

12. INSURANCE

CONTRACTOR, at CONTRACTOR's own expense, shall obtain the following insurance coverage and keep them in effect during the entire term of this Agreement (except with respect to Professional Liability Insurance, which shall be kept in effect for a period of the term of this Agreement plus two years):

1. Workers' Compensation Insurance in compliance with statutory requirements (see below);
2. Commercial General Liability Insurance (including contractual liability and completed operations coverage, and coverage for liability resulting from hazardous substances), on an occurrence basis, with not less than \$1,000,000 per occurrence for bodily injury and property damage liability, with an annual aggregate limit of \$2,000,000;
3. Professional Liability Insurance, including errors and omissions coverage, with a per occurrence and aggregate limit of not less than \$1,000,000, to protect against all loss suffered by County or third parties, including financial and consequential loss, caused by error, omission, or negligent acts related to provision of the Services;
4. Commercial Automobile Liability Insurance, with a combined single limit, or the equivalent of not less than \$1,000,000 per occurrence, for bodily injury and property damage with respect to CONTRACTOR's vehicles, whether owned, hired, or non-owned, assigned to, or used by CONTRACTOR in connection with the Services;

The required insurance coverages shall be (i) with insurance companies admitted to do business in the state of Oregon and rated A or better by Best's Insurance Rating, and (ii) acceptable to COUNTY. At COUNTY's request, CONTRACTOR shall furnish COUNTY with certificates of insurance for each of the required insurance coverages. The certificates of insurance shall indicate (a) the types of insurance coverage, (b) the identity of all persons or entities covered, (c) the amounts of insurance coverage, and (d) the period of

insurance coverage. Any required insurance coverage shall provide that it may not be canceled except after at least 30 days written notice to COUNTY.

The Commercial General Liability and Commercial Automobile Liability shall (i) name COUNTY, its directors, officers, and employees, as additional insureds, (ii) provide that it is primary insurance with respect to the interests of COUNTY and that any insurance maintained by COUNTY is excess and not contributory, and (iii) include a cross-liability and severability of interest clause and a waiver of subrogation clause.

The CONTRACTOR shall comply with ORS 656 for all employees who work in the State of Oregon. The CONTRACTOR shall obtain and maintain at all times during the term of this Agreement workers' compensation insurance with statutory limits and employers' liability insurance. CONTRACTOR shall provide the COUNTY with evidence that it is a carrier-insured or self-insured employer in full compliance with the requirements of ORS Chapter 656, or that it employees no persons subject to the requirements of ORS 656, Workers' Compensation Insurance,

13. EXTENSION

Upon written agreement between the CONTRACTOR and the COUNTY, this Agreement may be extended, subject to the following conditions:

- a. Extension will be limited to ninety (90) days beyond the Agreement period.
- b. Extension is subject to the limits of available funding.

14. TERMINATION

All or part of this Agreement may be terminated by mutual consent of both parties; or by either party at any time for cause, upon thirty (30) days' notice in writing and delivered by certified mail.

The COUNTY may also terminate all or part of this Agreement for the following reasons:

- a. With ten (10) days' notice, if funding to the COUNTY from federal, state, or other sources is not obtained or is not continued at levels sufficient to allow for purchase of the indicated quantity and quality of the Services. The COUNTY will give more notice whenever possible.
- b. With thirty (30) days' notice, if federal or state regulations are modified or changed in such a way that the Services are no longer allowable for purchase under this Agreement.
- c. Upon notice of denial, revocation, or non-renewal of any licensee or certification required by law or regulation to be held by the CONTRACTOR to provide the Services under this Agreement.
- d. With thirty (30) days' notice, if the CONTRACTOR fails to provide Services, or fails to meet the performance standards as specified in this Agreement (or subsequent modifications of this Agreement), within the time specified herein or any extension thereof.
- e. If the CONTRACTOR fails to start Services on the date specified by the COUNTY under this Agreement, or subsequent modifications to this Agreement.
- f. Failure of the CONTRACTOR or the COUNTY to comply with the provisions of this Agreement and all applicable federal, state, and local laws and rules may be cause for termination of this Agreement.

Such termination shall be without prejudice to any obligations or liabilities of either party accrued to such termination.

14. WAGES

CONTRACTOR shall not employ any person performing work under this Agreement for more than ten hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it. CONTRACTOR shall pay all individuals performing work under this Agreement at least time-and-a-half pay:

- a. For all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; and
- b. For all overtime in excess of 10 hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and
- c. For all work performed on Saturday or Sunday and on any legal holiday specified in ORS 279C.520.

CONTRACTOR must give notice to employees who work on a public Agreement in writing, either at the time of hire or before commencement of work on the Agreement, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

If this Agreement is for personal services as defined in ORS 279A.055, the CONTRACTOR shall pay all individuals performing personal services under this Agreement at least time-and-a-half for all overtime worked in excess of 40 hours in any one week, and for work performed on legal holidays specified in a collective bargaining agreement or in ORS 279C.540 subsection (1)(b)(B) to (G), except for individuals who are excluded under ORS 653.010 to 653.261 or under 29 USC sections 201-209, from receiving overtime. If this Agreement is for a public work subject to ORS 279C.800 to 279C.870 or the Davis-Bacon Act (40 USC 276a), the CONTRACTOR agrees to abide by the provisions of ORS 279C.800 to 279C.870 or 40 USC 276a, whichever is applicable.

15. STANDARD OF SERVICES AND WARRANTY

The CONTRACTOR agrees to perform its Services with that standard of care, skill, and diligence normally provided by professional individuals in the performance of similar services. It is understood that the CONTRACTOR must perform the Services based in part on information furnished by the COUNTY and that the CONTRACTOR shall be entitled to rely on such information. However, the CONTRACTOR is given notice that the COUNTY will be relying on the accuracy, competence, and completeness of the CONTRACTOR'S Services. The CONTRACTOR warrants that the recommendations, guidance, and performance of any person assigned under the Agreement shall be in accordance with professional standards and the requirements of the Agreement.

16. GOVERNING LAW/VENUE

This Agreement be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claims between CONTRACTOR and COUNTY that arise from or relate to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Yamhill County, or at COUNTY'S option, within such other county as COUNTY shall be entitled under the laws of the relevant jurisdiction to bring or defend claims. If any such claim must be brought in a federal forum, then unless otherwise prohibited by law it shall be brought and conducted solely and exclusively within the United States District Court of Oregon. CONTRACTOR HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS AND WAIVES ANY OBJECTION TO VENUE IN SUCH COURTS, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM.

17. ATTORNEY FEES

In the event of legal suit or action, including any appeals therefrom, brought by either party against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions under this Agreement, each party shall pay their own attorney's fees and costs incurred in the suit or action, including investigation costs, expert witness fees and all costs of depositions.

18. COUNTERPARTS

This AGREEMENT may be executed by facsimile and in counterparts, which taken together shall form one legal instrument.

19. EXHIBITS AND RECITALS

All exhibits and schedules referenced herein are incorporated herein. The recitals set forth above are incorporated into this Agreement as a material and substantive part of this Agreement.

20. WHOLE AGREEMENT: SEVERABILITY

This Agreement is the complete and exclusive statement of the Agreement between the Parties relevant to the purpose described and supersedes all prior agreements, oral or written, and all other communication between the parties relating to the subject matter of the Agreement. If any provision of this Agreement is declared by a court of law to be illegal or in conflict with any law, the validity of the remaining terms and provision shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

21. NOTICE

Any notice required or permitted under this Agreement shall be given when actually delivered or forty-eight hours after deposited in the United States mail as certified mail addressed to the address set forth below or to such other address as may be specified from time to time by either of the parties in writing.

COUNTY Yamhill County Sheriff's Office
ATTN: _____
535 NE 5th St., Suite 143
McMinnville, OR 97128
(503)434-7506

CONTRACTOR: DePaul Industries
ATTN: LARRY WELTY
4950 NE MLK Jr. Blvd
Portland, OR 97211
(503)519-3474

IN WITNESS WHEREOF, the parties have executed this AGREEMENT on the dates set forth adjacent to their signatures below.

**YAMHILL COUNTY
BOARD OF COMMISSIONERS:**

DEPAUL INDUSTRIES

Allen Springer 8-31-15
Chair Date

Travis Pearson CEO
Name:

[Signature] 8/31/15
Commissioner Date

[Signature] 9/28/15
Signature Date

[Signature]
Commissioner Date

93-0607857
Tax ID#

Recommended by:

[Signature] 9/4/15
Yamhill County Sheriff's Office Date

APPROVED AS TO FORM:

[Signature] 9/1/15
Yamhill County Legal Counsel Date

Accepted by Yamhill County
Board of Commissioners on
8.13.15 by Board Order
15-339

Exhibit A

STATEMENT OF THE SERVICES

1.0 INTRODUCTION

1.1 Yamhill County is a political subdivision of the State of Oregon, governed by a three-member board and managed by a County Administrator, assisted by Department Heads, including an elected County Clerk, Surveyor, Assessor, Sheriff, Treasurer, and District Attorney. In addition, the County provides a wide range of services through the following departments and organizational units: Public Works Department, including County Parks, County Fair, Environmental Services and Community Development; Health Department; Sheriff Department and Community Corrections; District Attorney's office; Juvenile Department; Assessor's Office; Tax Department; Courts; Information Technology Department, Legal Counsel and Law Library; Treasury; Finance; and Business Services/administrative functions.

1.2 Yamhill County through its Sheriff's Office provides court security services at the Yamhill County court facilities located in McMinnville, Oregon.

1.3 Except as otherwise provided herein, the CONTRACTOR will provide all management, supervision, manpower, materials, supplies and equipment specified and will plan, schedule, coordinate and assure effective performance of security services at locations specified by COUNTY.

1.4 The COUNTY may increase or decrease the number of Security Officers and locations at any time with notification to the CONTRACTOR.

1.5 The CONTRACTOR will take all necessary steps to assure that the Security Officers assigned to the COUNTY are professionally and personally reliable, of reputable background and sound character and meet the training and experience requirements stipulated herein. The CONTRACTOR will have the responsibility to assure that all Security Officers continue to meet the standards of suitability, conduct and work performance.

2.0 PRELIMINARY BACKGROUND INVESTIGATION

2.1 The CONTRACTOR will conduct a background investigation on all employees to be utilized in the performance of this Agreement. The CONTRACTOR will submit a list to include name, address, and date of birth of qualified Security Officers to the COUNTY seven (7) days (unless a shorter time period is acceptable to COUNTY) prior to placement of personnel. All replacement personnel will be subject to the same criteria.

2.2 The CONTRACTOR will insure that prospective personnel meet or exceed the minimum background investigation requirements. Minimum background investigation to include:

2.2.1 Felony convictions;

2.2.2 Misdemeanor convictions involving violence, honesty and drugs;

2.2.3 Illegal conduct involving moral turpitude, acts that would cause a reasonable person to have substantial doubt about the individuals' honesty, fairness, respect for the rights of others or for the laws of the State and of the nation;

2.2.4 Mental disorders that would cause the person to be a danger to self or others;

2.2.5 Prior work history.

2.3 COUNTY reserves the right to conduct their own background investigation and reject any prospective employee for cause.

3.0 NON-PERFORMANCE

3.1 The provision of ineligible Security Officers or Security Officers who do not meet the criteria, who violate the performance standards of the Agreement, or whose work performance is inadequate in any respect, constitutes CONTRACTOR non-performance. The COUNTY will notify the CONTRACTOR, in writing, regarding CONTRACTOR non-performance due to non-suitability or any other deficiency of a Security Officer.

4.0 EQUIPMENT; SCREENING EQUIPMENT

4.1 The County will furnish: work stations; restroom availability; break area (or permission to use common break area); phone service in the court security office capable of reaching emergency service provider (911); and protective location when work is outdoors (including heat during winter). CONTRACTOR shall request these items from COUNTY in advance. The COUNTY will also furnish screening equipment, which may include but not be limited to, x-ray machines, magnetometers, hand-held metal detectors and/or radios. In the case of hand-held metal detectors and radios which are shared by Security Officers at the same station, the COUNTY will provide for a system of accountability.

4.2 Under no circumstances will a Security Officer take any items/equipment from their duty station or from the Court premises unless specifically authorized to do so by the COUNTY. Security Officers must use COUNTY equipment and may not substitute in place of that equipment, personal property or CONTRACTOR property without authorization by the COUNTY. Any Security Officer who violates this provision will be reported to the CONTRACTOR and may be subject to immediate removal from duty or disciplinary actions. This action is in addition to any other remedies available to the COUNTY including, but not limited to, the penalties for theft of property.

4.3 The CONTRACTOR is responsible for promptly notifying the COUNTY when such equipment is malfunctioning. Any equipment which is misused or abused by the Security Officers will be repaired and the cost thereof will be billed to the CONTRACTOR for payment.

5.0 GENERAL CONDITIONS

5.1 Hours of Operation:

5.1.1 The Yamhill County Courthouse is open to the public during the following hours:

MONDAY THROUGH FRIDAY
0800 TO 1700 HOURS

NOTE: Entrance security will not be used on legal holidays when Court facilities are closed.

5.1.3 If screening services are required earlier than the listed hours, CONTRACTOR will be notified not later than the close of business the previous day. If such services are required later than the listed times, CONTRACTOR will be notified not less than one (1) hour prior as stipulated in Section 9.0 Overtime. Notwithstanding the provisions of this section, upon declaration of an emergency by the Sheriff or his designee, services will continue to be provided by CONTRACTOR until the emergency declaration has been canceled.

5.1.4 Staffing conditions at all locations will depend on the ongoing court activity for any specific time period. CONTRACTOR will meet the needs of the COUNTY as court activity increases and/or decreases. Staffing levels at each location will be as identified below:

5.1.4.1 Courthouse Location – Main Entrance (Fifth Street)

1 @ 0800 hrs - 8 hour person

1 @ 0800 hrs - 8 hour person

5.1.4.2 Entrance screening services will be provided during the hours listed above: A minimum of two (2) Security Officers will be provided at the screening checkpoint in the Courthouse.

5.1.4.3 Entrance screening services will be provided at the Fifth Street Entrance of the Courthouse.

5.1.4.4 In addition, CONTRACTOR's staff may be used for random screenings conducted at various locations within the Courthouse. CONTRACTOR will receive instructions for conducting random screenings by the COUNTY.

6.0 TOUR OF DUTY

6.1 No Security Officer will assume duties unless they have been in a nonworking status for a minimum of eight (8) hours prior to reporting for duty. No Security Officer will be authorized to leave their station during their shift except for those specific periods of time when the Security Officer is authorized to take breaks or lunch or rotate station duty. It is the responsibility of the CONTRACTOR to coordinate a schedule for Security Officers so that screening levels are maintained during breaks and lunch periods.

7.0 USE OF ALCOHOL AND OTHER SUBSTANCES

7.1 Security Officers will not consume intoxicating beverages during duty hours.

7.2 Security Officers will not report for duty or be on duty while under the influence of intoxicants to any degree whatsoever, or with an odor of intoxicants on their breath.

7.3 Security Officers will not store any alcoholic beverage or controlled substance in any COUNTY or Court complex.

7.4 No drugs will have been consumed prior to reporting for duty or while on duty, with the exception of those prescribed by a qualified doctor.

8.0 EMERGENCIES

8.1 In case of an emergency, the Sheriff or his designee will have the right to direct the activities of the Security Officers in order to respond to the emergency. When time and circumstance permit, such direction will be requested through the Contract Supervisor/Manager (CSM). Emergencies will include, but are not limited to: bomb threats, fires, etc.

8.2 The CSM will be notified of an emergency situation and will make a record of it in the daily log book as soon as practical after resolution of the situation.

9.0 OVERTIME

9.1 When court proceedings or other court functions exceed normal hours, it may be necessary to add additional hours of screening services. In those cases, the COUNTY may request overtime orally or in

writing, provided the CONTRACTOR is notified at least one (1) hour prior to the scheduled completion of the Security Officer's regular shift. During these extended periods of service, the CONTRACTOR shall also be responsible for any supervision or direction of the employee designated to perform overtime services. Any variations in duties will be discussed with both the CSM and the Security Officer.

10.0 DUTIES AND STANDARDS

10.1 The CSM will be available on a 24-hour on-call basis.

10.2 The CSM will be responsible for ensuring that all Security Officers adhere to the terms and conditions set forth in the contract, and will enforce adherence by all Security Officers.

10.3 The CSM will receive and execute on behalf of the CONTRACTOR such technical direction as the COUNTY, may issue within the terms and conditions of the contract. The COUNTY will not accept any individual as CSM who cannot act and make decisions entirely on their own or who is not available to the COUNTY through a pager system, a telephone, etc., at all times. Contract management is considered critical. Failure on the part of the CONTRACTOR to furnish, at all times, a competent CSM and such management as is required herein, may render the CONTRACTOR subject to default.

10.4 When a CSM is unavailable due to illness, vacation, or other reason, the CONTRACTOR will assign another individual to that function who fully meets the requirements as set forth in this Agreement.

10.5 The CSM will be required to personally qualify as an Security Officer. The CSM will also be Department of Public Safety Standards Training (DPSST) certified for unarmed security. The CSM may be utilized as a Security Officer.

10.6 The CONTRACTOR will submit a resume indicating the experience of the CSM.

10.7 It is the CSM's responsibility to:

10.7.1 Schedule their employees so that in normal circumstances, overtime will not be worked. The CSM will ensure that Security Officer staffing at the COUNTY courthouse will meet the minimum requirements stated in Section 5.0 General Conditions.

10.7.2 Insure that a Security Officer at the checkpoint will report 1/4 hour prior to each shift, to check and calibrate equipment as well as prepare checkpoint operation.

10.7.3 Assurance that the number of screening personnel used for after-hours meetings, if any, will be at the discretion of the supervisor, taking into consideration, the amount of activity expected.

NOTE: The number of Security Officers assigned to the post may be decreased at any time with discussion between the CSM the COUNTY, and the Sheriff if it is determined that the screening checkpoint may be operated in a safe, secure manner with the reduced staffing level for that particular period of time.

10.7.4 Provide replacements for employees who are scheduled to work but do not report for duty. The CONTRACTOR will be responsible for personally notifying the COUNTY of the status of the Security Officers and actions taken for replacements.

10.7.5 Conduct and document evaluation of persons assigned to the Services. These evaluations will be conducted one (1) time per year. Evaluations will include the determination that the person assigned:

10.7.5.1 Has not suffered a significant diminution of any physical ability required to perform a screening function since the last evaluation of those abilities.

10.7.5.2 Has a satisfactory record of performance and attention to duty.

10.7.5.3 Demonstrates the current knowledge and skills necessary to courteously, vigilantly, and effectively perform the screening functions.

10.8 Represent the CONTRACTOR in handling complaints.

10.9 Prepare and submit to the COUNTY daily reports on any accidents, bomb threats, fires, unusual incidents or unlawful acts that occurred. Report writing includes maintaining a daily log book of such incidents. Security Officer log books will be available for inspection at all times. All incident reports will be provided by the CONTRACTOR to the Sheriff's Office Court Security with a copy to the local Trial Court Administrators Office. Reports will be typewritten and available electronically in MS Word or Excel format. All confiscated items will be categorized, counted, and turned over, along with a written report of items, to the Sheriff's Office Court Security Unit Sergeant on a weekly basis.

10.10 The CSM will supervise screeners, including Security Officers, resolve conflicts and problems, and otherwise control all screening activities.

10.10.1 The CSM will actively intervene in any function performed by other screeners as necessary to assure vigilant and courteous screening. The CSM will perform the screening function for which they are qualified, including DPSST certification for unarmed security and will also:

10.10.1.1 Supervise screeners, including Security Officers, checking their alertness and duty performance, and rotating their duty assignments in accordance with this program and as necessary to assure effective, vigilant, and courteous screening.

10.10.1.2 Be responsible for coordinating with the COUNTY and the Sheriff or his designee on a daily basis to determine any changes which may be required.

10.10.1.3 Manage incidents as they arise until the arrival of the Law Enforcement Officer (LEO).

10.10.1.4 Immediately notify, or cause notification of, a LEO when a criminal act is suspected.

10.10.1.5 Isolate deadly or dangerous weapons and other prohibited objects in compliance with General Conditions.

10.10.1.6 Control or monitor persons when appropriate, without using physical restraints and without jeopardizing his/her safety or that of others in the immediate vicinity.

10.10.1.7 Collect witness information and retain evidence pending the arrival of a LEO.

10.10.1.8 Verify the credentials of armed law enforcement officers in accordance with the Agreement.

10.10.1.9 Ensure periodic operational testing of screening equipment as required by COUNTY Court Security Program.

10.10.1.10 Know how to immediately contact the Sheriff's Office.

10.10.1.11 Function as contact point between the CONTRACTOR, the COUNTY and Sheriff's Office. The CSM may function as a fulltime working Security Officer.

10.10.1.12 Maintain a daily activity log book of all Security Officer related activity, incidents, etc., and make the log book available for the Sheriff's inspection at all times.

10.10.2. In the event of illness, a substitute CSM will be promptly named by the CONTRACTOR. This person will meet all the minimum requirements of a Security Officer and at times may be required to perform Security Officer duties.

10.10.3. Assure that all Security Officers are in proper uniform and all equipment is accounted for.

11.0 SECURITY OFFICER

11.1 The integrity of the Courthouse facility is dependent upon the conduct of individual Security Officers. The CONTRACTOR will be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity, and will be responsible for taking such disciplinary action with respect to their employees as may be necessary.

11.2 In performance of these duties, the Security Officers will be responsible for alerting a Law Enforcement Officer (LEO) and detaining any person attempting to gain unauthorized access. After detaining a person, that person will be turned over to a Law Enforcement Officer (LEO).

11.3 The amount of force used to detain a person will be limited to presence, verbal and passive physical force. If a subject attempts to physically resist, then the Security Officer will obtain a physical description of the subject and inform a LEO.

11.4 All Security Officers will:

11.4.1 Be courteous and demonstrate good manners toward the general public, judges, and employees. Maintain a respectful and helpful attitude in all endeavors.

11.4.2 Maintain a neat, clean and businesslike appearance and comply with Security Officer's dress standards while on duty.

11.4.3 Report conditions which may adversely affect the Security Officer's ability to perform effectively on a particular post assignment to the supervisor or COUNTY Representative.

11.4.4 Report to the Security Officer's Supervisor or the COUNTY Representative no later than the next working day after discovery, should the Security Officer become aware they are under investigation by any Federal, State or local agency for any legal or ethical violation.

11.4.5 Not disclose any official information.

11.4.6 Refrain from discussions concerning duty assignments, manpower, security precautions or procedures except with those having a need to know.

11.4.7 Comply with applicable laws while performing official duties.

11.4.8 Not discriminate against nor sexually harass another.

11.4.9 Abstain from the use of Security Officer employment to gain or attempt to gain preferential treatment for self or others.

11.4.10 Refuse to accept financial or any other consideration from anyone other than the contract employer for activities which are part of Security Officer's duties.

11.4.11 Cooperate honestly and fully with any county investigation.

11.4.12 Demonstrate the highest standards of personal and professional conduct.

11.5 Security Officer Minimum Qualifications

11.5.1 The CONTRACTOR will not use any person to perform any screening function unless that person has:

11.5.1.1 A current certification for unarmed security through the Department of Public Safety Standards and Training (DPSST).

11.5.1.2 A high school diploma, a general equivalency diploma, or a combination of education and experience, which the CONTRACTOR has determined to have equipped the person to perform the duties of the position.

11.5.1.3 Basic aptitudes and physical abilities including color perception, visual and aural acuity, physical coordination, and motor skills to the following standards:

11.5.1.3.1 Security Officers operating x-ray equipment must be able to distinguish on the x-ray monitor the appropriate imaging standards specified in these specifications. Wherever the x-ray system displays colors, the operator must be able to perceive each color.

11.5.1.3.2 Security Officers operating any screening equipment must be able to distinguish color displayed on every type of screening equipment and explain what each color signifies.

11.5.1.3.3 Security Officers must be able to hear and respond to spoken voice and audible alarms generated by the screening equipment in an active checkpoint environment.

11.5.1.3.4 Security Officers 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 the screening process.

11.5.1.3.5 Security Officers who perform pat-down or 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.

- 11.5.1.4 The ability to read, speak, and write English well enough to:
- 11.5.1.4.1 Carry out written and oral instructions regarding the proper performance of screening duties.
 - 11.5.1.4.2 Read English language identification, media credentials, and labels on items normally encountered in the screening process.
 - 11.5.1.4.3 Provide direction to, understand, and answer questions from English-speaking persons undergoing screening.
 - 11.5.1.4.4 Write incident reports, statements and log entries into security records using the English language.
 - 11.5.1.5 Satisfactorily complete all initial, recurrent, and appropriate specialized training required by the CONTRACTOR's security program.
 - 11.5.1.6 The CONTRACTOR may use a person during the on-the-job portion of training to perform security functions provided that person is closely supervised and does not make independent judgments as to whether persons or property may enter the Court facility without further inspection.
 - 11.5.1.7 The CONTRACTOR will not use a person to perform a screening function after that person has failed an operational test related to that function until that person has successfully completed remedial training specified in the CONTRACTOR's security program.
 - 11.5.1.8 Must successfully pass the background investigation performed by the CONTRACTOR and the Sheriff's Office.

12.0 ENTRANCE CONTROL

12.1 Operate and enforce a system of entrance control, which will include the operation of screening equipment and the checking of handbags, packages, baby carriages, wheelchairs, etc., to detect weapons or contraband. Items confiscated will be turned over to the COUNTY and a report filed. Prosecution may result.

12.2 In performance of these duties, Security Officers will be responsible for alerting a Law Enforcement Officer (LEO) and detaining any person attempting to gain unauthorized access. After detaining a person, that person will be turned over to a Law Enforcement Office (LEO).

12.3 Security Officers will only perform the duties of one (1) basic screening function as assigned. The two (2) basic screening functions are the screening of hand carried items, (x-ray and physical search) and the screening of persons (walk through or hand-held metal detector and pat-down. For Example, an x-ray operator may read the screen and conduct physical inspections of hand carried items but may not simultaneously be assigned to monitor the walk through metal detector, conduct hand held metal detector screening or control unauthorized access to the complex. Conversely, the screener assigned to monitor the walk through metal detector may also conduct secondary hand held metal detector screening, but may not be simultaneously assigned to read the x-ray screen, conduct secondary physical inspections of hand carried items or control unauthorized access to the complex.

12.4 During peak periods of checkpoint screening activity, efficient screening may necessitate a staffing level which exceeds the minimum. Such control may be provided by additional Security Officers posted at the point of access. It will be the responsibility of the site supervisor to ensure that efficient screening is maintained.

12.5 If an explosive, incendiary, deadly or dangerous weapon is found, Security Officers shall:

12.5.1 Immediately notify the Lead Security Officer and the Court Security Deputy or Sergeant supporting the screening point involved, as appropriate.

12.5.2 Not touch or remove the object.

12.5.3 If in a carry item, move the carry item out of reach of all persons being screened.

12.6 Other non-allowable objects discovered during the screening process shall be voluntarily surrendered or access to the building denied. Surrendered objects will not be stored for or returned to the person surrendering them.

12.7 Law Enforcement Officers:

12.7.1 An armed law enforcement officer, in or out of uniform and desiring passage through a screening point without inspection of their person or accessible property will be discreetly referred to the Security Officer supervisor/Lead Security Officers at the screening point. Upon presentation of Badge and Official Identification, the armed law enforcement officer shall be permitted to pass beyond the screening point, without undergoing the normal screening process.

12.8 Screening of Disabled Persons

12.8.1 Persons on crutches, in wheelchairs or in stretchers, or wearing prosthetic aids, or any other condition that would preclude use of regular screening process, may be privately screened or consent search using either a hand-held metal detector or a physical search or a combination of both, shall assure that no weapons or dangerous objects are on or about the person being screened. The person shall then be escorted through or around the screening point. Hand-carried items shall be screened in the normal manner.

13.0 SECURITY OFFICER REPORTS

13.1 Security Officers will prepare required reports on a daily basis, or as directed by the Court Security Sergeant, concerning accidents, fire, bomb or bomb threats, unusual incidents or unlawful acts, contraband confiscated and submits them to the Court Security Sergeant in an electronic format.

13.2 Each Security Officer must sign in when reporting for duty and sign out when leaving at the end of the work day. The CONTRACTOR must maintain a daily attendance log. This log should show the date, time in, time out, the written name of the Security Officers, and the Security Officer's signature. If a Security Officer is not present for any reason, an indication of why the Security Officer is not present for their shift should be provided in the log.

14.0 GENERAL SCREENING PROCEDURES

14.1 Equipment

14.1.1 Equipment for performing these Services will be provided as stated in Section 4 Screening Equipment.

14.2 Persons

14.2.1 All persons desiring to pass beyond the screening points must undergo screening. Screening of persons is normally accomplished through the use of metal detectors. 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 passes. All indications of unaccounted for metal on an individual's person must be satisfactorily resolved. 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.

14.2.2 If a person alarms the metal detection device, a determination must be made that the cause of the 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.

14.2.3 Every person has the option to refuse screening. Person who refuse to be screened will be denied passage beyond the screening points.

14.3 Hand Carried Items

14.3.1 All carry items passing through the screening points shall be screened. The inspection should be thorough but not unreasonable. Should a person refuse to permit inspection of any hand-carried items, such

items shall not be allowed to pass the screening point or be allowed to be carried into the Court facility. Court Security Deputy will be notified of any persons refusing to permit inspection.

14.3.2 When the physical inspection method is used, carry items shall be adequately inspected to reasonably ascertain that such items are not being used to conceal an explosive, incendiary, deadly, or dangerous weapon.

14.3.3 The x-ray inspection method requires the use of an adequately trained operator. Whenever the operator sees on the display an image that is or may conceal an explosive, incendiary, deadly or dangerous weapon, the hand carried item must then undergo physical search.

15.0 TRAINING/CONTINUING EDUCATION

15.1 The CONTRACTOR shall have training and re-certification programs in place for all personnel employed under this Agreement.

15.2 Reliable and valid measures of threat detection performance in x-ray screening will be utilized (such as X-Ray Tutor 2.0 and OTS XTrain). Each Security Officer shall receive a minimum of 10 minutes per week of on-the-job training of image analysis and threat detection. Individual performance scores will be recorded and provided to the Court Security Sergeant.

16.0 QUALITY CONTROL/QUALITY ASSURANCE PROGRAMS

16.1 The CONTRACTOR shall have quality control and/or quality assurance programs in place to monitor contract performance.

16.2 Operator performance on the equipment needs continuous monitoring by the CSM to ensure adequate threat detection performance levels are maintained.

16.3 Periodic Red Team Drills will be conducted by the CONTRACTOR and the results communicated with the Court Security Sergeant. Court Security may also perform periodic Red Team Drills and the results will be shared with CONTRACTOR. A minimum standard must be established (based on current industry standards) and the CONTRACTOR shall immediately correct poor performance with remedial training. If remedial training is ineffective, the CONTRACTOR shall remove and replace the Security Officer as necessary.

17.0 SPECIAL PROVISIONS

17.1 CONTRACTOR utilizes Nextel 2-way radio cell phones to communicate with our officers. The costs will not be billed to COUNTY. CONTRACTOR provides this service at no cost.

17.2 Under the provisions of this contract, Security Officers may be relieved of duty for periods of time by the COUNTY if work is not available to be performed or if funding is not available for payment of Services.

17.3 The CONTRACTOR will assure satisfactory performance and will immediately correct the CONTRACTOR's nonperformance due to non suitability of Security Officers or any other deficiencies of the Security Officers. This will include removal and replacement of Security Officers as necessary. It will be the responsibility of the CONTRACTOR, on its own, to initiate this action when necessary. However, the COUNTY reserves the right to request the CONTRACTOR to remove any employee from the work site should it be determined that individuals being assigned to duty are not qualified for any reason. In the event of Security Officer removal, it is the responsibility of the CONTRACTOR to advise the Security Officer of the termination and reasons for it.

17.4 The CONTRACTOR must provide, in writing, an opportunity for the Security Officer to provide a written response to the termination including whatever facts or arguments they desire regarding retraction of

the termination. The CONTRACTOR must consider the written response, if any, in making its final determination. In the event the COUNTY representative or their designee has requested the removal, the written response, if any, and a written statement of the CONTRACTOR's position on removal of the Security Officer must be forwarded to the COUNTY within fifteen (15) days of the initial determination for final termination by the COUNTY.

17.5 The COUNTY reserves the right to reject for service any Security Officer or Officers assigned under the terms and conditions of this Agreement.

17.6 The COUNTY reserves the right to change the operations portion of this Agreement to meet changing security concerns or needs. Any changes in standard operations will be discussed with the CSM prior to any changes.

18. GENERAL SKILLS AND ABILITIES FOR SECURITY OFFICERS:

18.1 The CONTRACTOR's Security Officers shall be unarmed, and shall be certified under the State of Oregon, Private Security Services Provider Act, ORS 181.870-181.991. CONTRACTOR shall comply with the Oregon Administrative Rules, Division 60 rules 259-060-0005 to 259-060-0600

18.2 The CONTRACTOR's Security Officers shall fulfill the necessary twelve (12) hours of training mandated by the State of Oregon.

18.3 The CONTRACTOR endorses the Oregon Department of Public Safety Standards and Training and the Private Security Professional Code of Ethics.

18.4 Security Officers must be able to read, write and communicate verbally in English;

18.5 Security Officers must be able to stand, sit or walk for extended periods of time up to eight hours per day on all types of ground and flooring;

18.6 Security Officers must be able to respond to emergency situations quickly and appropriately;

18.7 Security Officers must be able to use telephone without the use of TDD;

18.8 Security Officers must have the manual dexterity for operation of keyboard and/or ten-key;

18.9 Security Officers must be able to climb stairs;

18.10 Security Officers must be able to perform occasional bending, stooping, twisting, and reaching;

18.11 Security Officers must be able to work flexible hours as needed;

18.12 Security Officers must be able to work any time of day or night;

18.13 Security Officers must have a working knowledge of basic math;

18.14 Security Officers must be able to convey and receive detailed or important instructions or information;

18.15 Security Officers must be able to work in weather conditions including extreme heat, cold, and moisture;

18.16 Security Officers must maintain a groomed appearance;

18.17 Security Officers must maintain confidentiality;

18.18 Security Officers must be able to prepare accurate information under absolute deadlines;

18.19 Security Officers must be able to recognize problems and proactively research solutions;

19. SPECIFICATION FOR SPECIFIC POSITIONS

A.5.1 FIXED POST SECURITY OFFICER - LEVEL 1: This Security Officer will:

- be DPSST State Certified per Oregon Law;
- dressed in a DePaul uniform or business attire specified by customer;

- maintain security presence at designated post, entry desk, guard shack or reception area;
- have limited responsibility dealing with the public;
- patrol facility and parking lots/structures at designated intervals;
- review, sign off and adhere to post orders established for site;
- use a cell phone as primary communications device;
- observe and report all issues related to hazards, crime, and safety;
- coordinate with emergency service agency arriving at site; and
- certified within 60 days of hiring in current CPR/First Aid skills.

A.5.2. FIXED POST SECURITY OFFICER - LEVEL 2: This Security Officer will:

- perform all duties described in Fixed Post Security Officer - Level 1 job description;
- demonstrate exceptional customer services skills;
- demonstrate the ability to handle high volume of public contact providing information and assistance;
- monitor and control access to facility;
- have experience in dealing with high profile public officials, the press, and business executives;
- actively participate with customer in coordinating security response with customer's protocols;
- receive deliveries and forward packages inside facility.

A.5.3. FIXED POST SECURITY OFFICER - LEVEL 3: This Security Officer will:

- perform all duties described in Fixed Post Security Officer - Level 2 job description;
- issue security access control badges or building passes;
- demonstrated ability to handle reception duties;
- answer phones and provide detailed information to callers and route calls to the proper extensions;
- ability to operate and monitor all manner of communications devices required by the authorized purchaser.

A.5.4. FIXED POST SECURITY OFFICER - LEVEL 4: This Security Officer will:

- perform all duties described in Fixed Post Security Officer - Level 3 job description;
- monitor electronic surveillance equipment to include CCTV and audio systems, and use a camera as required to document events;
- manage or assist at access control points to include overseeing screening devices and directing access into the facility or away from the facility;
- be available to provide foot patrol on the grounds or in the vicinity of access control points;
- coordinate with the Facility Maintenance/Safety personnel on safeguarding facility systems at the site (electrical, heating, water, fire, hazardous materials concerns) and make appropriate after hours notifications on safety concerns.
- have clerical skills sufficient to electronically file reports, and correspond via official email;
- awareness of safety concerns for facilities utilizing housing for employees, trainees or maintenance personnel;
- have the ability to coordinate at all hours with emergency services resources to include law enforcement, emergency medical providers, fire departments or any specialized emergency service related to or working for the client.

- activate and monitor X-ray machines at facility access points. Review scanned items for threat potential;
- coordinate with authorities on suspicious scanned items;
- activate and utilize hand held wands/metal detectors to locate potential threats on a subject's person and provide verbal prompts to subjects possibly in possession of contraband or suspicious objects;
- activate and monitor walk through metal detectors guiding people through the devices and assessing access alarms and;
- be able to provide verbal direction to those activating a walk through device alarm.

A.5.6. FIXED SITE STANDBY/FOOT PATROL:

- Security Officers can be posted at sites where continuous monitoring must be maintained. The Security Officer is utilized at a damaged or otherwise vulnerable facility to maintain a presence. This might be at a fire damaged site, a construction area where materials have been stolen, a facility where the perimeter is unsecured or where additional security presence is required for an emerging problem. Security Officers at these sites are attired in a uniform with a security badge displayed.
- The Contractor shall provide the following tools and equipment for each of its employees performing this service: Uniform, foul weather gear, flashlight, personal safety gear (latex gloves and face shield), and report forms.

A.5.7. RECEPTION POST SECURITY OFFICER: This Security Officer will

- perform all duties described by the Fixed Post Security Officer - Levels 1 through 3;
- control issuance of keys and maintain detailed records of same;
- be proficient in computer and clerical skills, including but not limited to Outlook, Word and Excel;
- have the ability to schedule and file reports electronically;
- have the ability of monitoring CCTV systems, facility maintenance controls, and alarm controls;
- process mail and internal correspondence;
- radio dispatching after hours messaging center;
- monitor facilities infrastructure (electrical, plumbing, ventilation, fire, heating, etc.) and notify appropriate facility maintenance and emergency services personnel as needed; and
- have the ability to compose memos, documents, and reports.

A.5.8. SECURITY SUPERVISOR: This Security Officer will:

- Is a previously State of Oregon certified, unarmed, Security Officer;
- have DPSST training related to supervisory duties;
- be responsible for recruiting, interviewing, and hiring appropriate candidates for unarmed Security Officer positions. This position will ensure the new hires received mandated training and certifications as well additional training required by the Authorized Purchaser.
- ensure that Security Officers maintain current certifications and scheduled for re-certification as well as other classes required for an unarmed Security Officer;
- be capable of working all sites under their span of control and training others in those sites;
- provide ongoing, in-service training for Security Officers;
- maintain customer contact and make frequent assessments of customer satisfaction;
- handle discipline issues in a timely manner;

- make frequent site visits to assess the on-site Security Officer and arrange for facility manager visits when appropriate;
- handle scheduling and timesheets in coordination with DePaul Industries' Portland office;
- complete performance evaluations of their Security Officers; and

A.5.9. SECURITY OFFICER LEAD:

- The Security Officer Lead shall be a State of Oregon certified, unarmed, Security Professional and capable of performing all the essential functions of a Security Officer, Levels 1 through Level IV, and Reception Post Security Officer.
- The Security Officer Lead will be able to schedule staff and provide written documentation to the customer
- The Security Officer Lead will be able to fill in for a Supervisor on a relief basis.
- The Security Officer Lead may be delegated as a site specific contract manager and have authority make decisions.
- The Security Officer Lead reports to the Security Supervisor for operational requirements.

B. Price Agreement #0423 - Purchase Order Language

This Agreement shall constitute the Purchase Order pursuant to which COUNTY orders services under State of Oregon Price Agreement #0423. In addition the following is hereby incorporated into this Agreement:

“THIS PURCHASE IS SUBMITTED PURSUANT TO STATE OF OREGON PRICE AGREEMENT #0423. THE TERMS AND CONDITIONS OF THIS AGREEMENT SHALL BE AS SET FORTH IN EXHIBIT D TO THE PRICE AGREEMENT WHICH ARE HEREBY INCORPORATED BY REFERENCE AND SHALL APPLY TO THIS PURCHASE AND SHALL TAKE PRECEDENCE OVER ALL OTHER CONFLICTING T'S AND C'S, EXPRESS OR IMPLIED.”

C. Pricing

FIXED POST SECURITY OFFICER - LEVEL 3	\$ 19.82
FIXED POST SECURITY OFFICER - LEVEL 3, (overtime rate)	\$ 29.73