



PPC SOLUTIONS, INC.
SECURITY SERVICE AGREEMENT

This agreement is entered into between Lewis County, 351 NW North Street, Chehalis WA 98532-1900, phone: (360) 740-1333, email: Susie.palmateer@lewiscountywa.gov ("Client") and PPC Solutions, Inc. ("Supplier").

1. Scope of Service. Supplier agrees to provide uniformed security services for Client, consistent with operating procedures approved by Client.

Dates of service	September 1, 2022, through December 31, 2023
Number of security officer (s)	Two (2)
Days of week/Hours of Coverage	(1) Monday through Friday, 0700-1700 (1) Monday through Friday, 0800-1800 Overlapping shifts ensure two officers are present between 0800-1700 *Additional Hours for meetings and events upon request. If additional overtime is generated, the Overtime Rate will be applied.
Type of Coverage	Uniform Security Officer / Armed Security Officer
Rate**	<u>Unarmed Monthly:</u> \$12,982.65 <u>Additional Hours:</u> \$32.93 per hour per officer <u>Overtime Hours:</u> \$49.40 per hour per officer <u>January 1, 2023 through December 31, 2023:</u> <u>Armed Monthly:</u> \$14,094.44 <u>Armed Officer:</u> \$35.75 per hour per officer <u>Overtime Hours:</u> \$53.63 per hour per officer
Site Location	Law & Justice Center 345 W Main St, Chehalis, WA 98532
Client Emergency Contact	Susie Palmateer, (360) 740-1333 Susie.Palmateer@lewiscountywa.gov
Billing Frequency/Invoicing	Monthly, 1% 10 Net 30 Credit authorized for any missed shifts Send to: Stacey.Werner@lewiscountywa.gov

**●Overtime/Holiday Rate. Client will pay for work performed on state or federal holidays (including, but not limited to New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving, and Christmas) at one hundred fifty percent (150%) of the Hourly Rate.

2. Special Duty Assignment. In the event Client requests an emergency, extra, or special duty assignment with less than twenty-four (24) hours notice to Supplier, Client will pay one hundred fifty percent (150%) of the Hourly Rate. Client will also pay a minimum of five (5) hours for any emergency, extra, or special duty assignments.

3. Duration of Agreement. The term of this Agreement shall be for the "Dates of service." The duration may be extended by mutual written agreement.

4. Duties of Client. Client will promptly notify Supplier of known safety issues, or suspicious activities observed by Client.

5. Relationship between Supplier and Client. Supplier is an independent contractor. Supplier and Client are not joint venturers, partners, or principal and agent.

6. Termination. Either party may terminate this Agreement upon thirty (30) days' prior written notice to the other party. In the event of nonpayment or untimely payment by Client, Supplier may terminate this Agreement on two (2) days' written notice.

7. Payment. Client will pay Supplier within thirty days of invoice date. Client is eligible to receive a 1% discount if the invoice is paid in full within ten days of the invoice date. In the event Client fails to pay on time, Client agrees to pay a one point five percent (1.5%) finance charge for each month or portion of month during which invoice is not timely paid. Payment and notices to PPC Solutions, Inc. will be sent first class mail, with proper postage attached, to:

PPC Solutions, Inc.
18303 East Appleway Ave.
Spokane Valley, WA. 99016

8. Insurance. Supplier will maintain a policy of general liability insurance (with endorsements and/or limitations) with coverage of \$1,000,000 per occurrence and \$2,000,000 aggregate. The commercial general liability policies shall include the following endorsements: (i) Lewis County, its elected and appointed officials, agents and employees shall be included as additional insureds either by specific endorsement naming these parties or by a blanket additional insured endorsement applicable "when required by written contract or agreement"; and (ii) primary, non-contributory endorsement, in favor of Lewis County, its elected and appointed officials, agents and employees or a blanket waiver of subrogation endorsement applicable "when required by written contract or agreement".

9. Worker's Compensation. Supplier will maintain Worker's Compensation coverage in accordance with applicable state requirements.

10. Indemnification. Supplier agrees to defend, indemnify, and hold harmless Client, its officers, directors, and employees from any and all claims, demands, losses, lawsuits, and other legal proceedings, including without limitation, judgments, for any negligent act or omission of Supplier while on or about Client's property. In no event will Supplier indemnify Client for Client's own negligence, concurrent negligence, or misconduct, or for a criminal act perpetrated by a third party. Nothing in this Agreement creates a liability to or a right of indemnification in any third party unless specifically identified in this paragraph. This paragraph shall survive the duration, expiration, or termination of this Agreement.

11. Warranty Disclaimer. There are no warranties which extend beyond the description on the face of this Agreement. Supplier disclaims all other express warranties and all implied warranties, including without limitation, any warranty of merchantability

and/or fitness for a particular purpose.

12. No Third Party Beneficiaries. This Agreement is solely for the benefit of Client and Supplier. This Agreement does not create any third party beneficiaries.

13. Assignment. The rights and obligations of the parties hereto shall insure to the benefit of, be binding upon, and enforceable against, the parties' respective successors and assigns.

14. Integration Clause. This Agreement sets forth the entire agreement between the parties and supersedes all prior written and oral discussions, representations, and/or agreements. Except for paragraph three (duration of service), this Agreement shall only be amended in writing, signed by both Client and Supplier.

15. Counterparts. This Agreement may be signed in more than one counterpart, in which case each counterpart shall constitute an original of this Agreement. Signatures exchanged by facsimile or other electronic transmission shall be deemed to be the same as originals.

16. Choice of Law/Venue. This Agreement shall be governed by the laws of the State of Washington, without reference to Washington's choice of law principles. In the event of any dispute arising out of this Agreement, the parties agree that jurisdiction and venue shall be exclusively in Lewis County, Washington. Client waives any objection to personal jurisdiction in Washington State or to venue in Chehalis, Washington.

17. Prevailing Party Attorney Fees. In the event of any dispute arising out this Agreement, the court shall award the substantially prevailing party reasonable attorney fees, all expenses, and all costs, in addition to all other appropriate relief.

Client Signature: Susie Palmateer

Print Name: Susie Palmateer

Title: Superior Court Administrator

Date: 11-17-2022

PPC Solutions, Inc.

Rep. Signature: Robert Duke

Print Name: Robert Duke

Title: Corporate Business Development Manager

Date: 11/17/2022