



# CLACKAMAS COUNTY SHERIFF

**Sheriff Angela Brandenburg**

Jesse Ashby, Undersheriff

Michael Copenhaver, Undersheriff

Jenna Morrison, Undersheriff

August 10, 2023

BCC Agenda Date/Item: \_\_\_\_\_

Board of County Commissioners  
Clackamas County

**Approval of a work order (WO) contract with DePaul Industries (DPI) for uniformed screening services. Total value is \$713,400 through June 30, 2024. Funding through two primary sources: budgeted County General Funds totaling \$577,476 and Fines and Fees totaling \$135,924.00. County General Funds are involved in this contract.**

<b>Previous Board Action/Review</b>	Briefed at Issues – August 8, 2023		
<b>Performance Clackamas</b>	Ensures safe, healthy, and secure communities.		
<b>Counsel Review</b>	Yes	<b>Procurement Review</b>	Yes
<b>Contact Person</b>	Nancy Artmann	<b>Contact Phone</b>	503-319-4435

**EXECUTIVE SUMMARY:** The Work Order (WO) provides Uniformed Entrance Screening Personnel (ESP) to bolster security measures at the Clackamas County Courthouse, Juvenile Department, and the Justice Court. ESPs will conduct inspections and screen individuals and items entering these premises. This contract undergoes annual renewal because the Oregon Department of Administrative Services negotiates an hourly rate with DPI.

The contract was acquired in compliance with the State of Oregon's Qualified Rehabilitation Facility following ORS 279.835 through 279.855. Clackamas County is obliged to contract with a qualified non-profit agency for services when available. This contract aligns with LCRB C-046-400 Authority for Cooperative Procurements.

**RECOMMENDATION:** Staff recommends the Board of County Commissioners approve and sign this agreement with DePaul Industries for uniformed screening services.

Respectfully submitted,

Jenna Morrison  
Undersheriff

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## 687ATTACHMENT D - 2

### Public Body Work Order Contract (WOC)

#### Agreement to Agree – Price Agreement # 8349 (“ATA – Price Agreement”)

#### WOC # 8297

This Work Order Contract (“WOC”) # 8297 is between Clackamas County, a political subdivision of the State of Oregon (“Authorized Public Body” or “County”) and DePaul Industries (“Contractor”). This WOC is placed against State of Oregon Agreement to Agree – QRF Price Agreement #8349 (“Price Agreement”). The terms and conditions of the Price Agreement are hereby incorporated into this Work Order Contract.

#### 1 WORK ORDER CONTRACT TERM

The “Effective Date” is the date this WOC has been fully executed by each party and approved as required by applicable law. Unless extended or terminated earlier in accordance with its terms, this WOC terminates June 30, 2024. The termination of this WOC will not extinguish or prejudice Authorized Public Body’s right to enforce this WOC with respect to any default by Contractor that has not been cured.

#### 2 WOC-SPECIFIC ABBREVIATIONS, ACRONYMS AND DEFINITIONS.

General terms not specifically defined in this document are defined in ORS 65.001, ORS 279.835 through 279.855, ORS 279A.010, OAR chapter 125, division 055 (“OAR 125-055”), OAR 125-246-0110, and the ATA – Price Agreement.

- 2.1 “Authorized Purchaser” means a public body authorized by law to conduct a procurement. “Authorized Purchaser” includes, but is not limited to, the Director of the Oregon Department of Administrative Services (DAS) and any person authorized by an Authorized Purchaser to conduct a procurement on the Authorized Purchaser’s behalf. “Authorized Purchaser” also includes: (a) any State agency; (b) Judicial Department; (c) Legislative Department; (d) any Unit of Local Government as that term is defined in ORS 190.003; and (e) any ORCPP Participant.
- 2.2 “DAS” means the Department of Administrative Services for the State of Oregon.
- 2.3 "Determination of Price" means a determination by the DAS PS in accordance with OAR 125-055-0030 that the Price is reasonable and adequate to allow the Contractor to recover the cost of the items identified in OAR 125-055-0030(2). Determination of Price includes Re-determination of Price.
- 2.4 "Goods and Services" or “Goods or Services” means the goods and services as described in Exhibit A – Statement of Work.
- 2.5 “Independent Authorized Purchaser” means agencies of the State of Oregon that are not subject to the procurement authority of the Director of the Department under ORS 279A.050 and 279A.140.
- 2.6 "Individual with a Disability" is defined in ORS 279.835(3), and is further defined as a person who has a physical or mental impairment (a residual, limiting condition resulting

from an injury, disease or congenital defect) that so limits the person's functional capabilities (such as mobility, communication, self-care, self-direction, work tolerance or work skills) that the individual is not able to engage in normal competitive employment over an extended period of time and, as a result, must rely on the provision of specialized employment opportunities.

- 2.7 "ORCPP Member" means a member of the DAS PS Oregon Cooperative Purchasing Program. ORCPP Members may include units of local government as defined in ORS 190.003, state contracting agencies as defined in ORS 279A.010 (1)(nn) and exempted from application of the Public Contracting Code under ORS 279A.025, semi-independent State agencies listed in ORS 182.454, special government bodies as defined in ORS 174.117, special districts as defined in ORS 198.010, United States governmental agencies with offices in Oregon and American Indian Tribes located in Oregon, and the entities specified in and meeting the requirements of ORS 279.855(1), (2) and (3) and OAR 125-055-0045.
- 2.8 "QRF" means a Qualified Rehabilitation Facility.
- 2.9 "QRF Program" means the program created by ORS 279.835 to 279.855 and OAR 125-055-0005 to 125-055-0045.

### **3 PROCESS**

- 3.1 This purchase is submitted pursuant to, and incorporates by reference, State of Oregon Price Agreement #8349.

### **4 STATEMENT OF WORK**

The Statement of Work attached as Exhibit A is hereby incorporated into this WOC by this reference.

### **5 CERTIFICATION:**

The individual signing on behalf of Contractor hereby certifies and swears under penalty of perjury that:

- (a) the number shown on this form is Contractor's correct taxpayer identification; (b) Contractor is not subject to backup withholding because (i) Contractor is exempt from backup withholding, (ii) Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Contractor that Contractor is no longer subject to backup withholding; (c) s/he is authorized to act on behalf of Contractor, s/he has authority and knowledge regarding Contractor's payment of taxes, and to the best of her/his knowledge, Contractor is not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 (Amusement Device Taxes), 403.200 to 403.250 (Tax For Emergency Communications), 118 (Inheritance Tax), 314 (Income Tax), 316 (Personal Income Tax), 317 (Corporation Excise Tax), 318 (Corporation Income Tax), 321 (Timber and Forest Land Taxation) and 323 (Cigarettes And Tobacco Products) and any local taxes administered by the Department of Revenue under ORS 305.620; (d) Contractor is an independent contractor as defined in ORS 670.600; and (e) the supplied Contractor data is true and accurate.

**6 SIGNATURES:**

**CONTRACTOR: DEPAUL INDUSTRIES, INC.**

DocuSigned by:  
By: Larry Welty  
85DE9F6C08DB48C...

Print Name: Larry welty

Title: President Security Services Date: 7/31/2023

**AUTHORIZED PUBLIC BODY**

By: Clackamas County  
(Authorized Public Body)

Signature \_\_\_\_\_

Print Name: Tootie Smith

Title: Chair

Clerk of the board \_\_\_\_\_

**AUTHORIZED PUBLIC BODY LEGAL:**

Approved By: Andrew Naylor Digitally signed by Andrew Naylor Date: 2023.08.01 08:05:10 -0700'

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_



## **EXHIBIT A STATEMENT OF WORK**

Contractor shall provide Security Services in accordance with the ATA – Price Agreement.

### **1 WOC SERVICES**

Following are the Services to be provided by Contractor:

Contractor shall provide Uniformed Entrance Screening Personnel (ESO) to enhance security at the Clackamas County Courthouse (including associated location(s) such as the Holman Building), Juvenile Courtroom/Department, and Justice Court. Entrance Screening Personnel will be used for inspections and screening of persons and items entering these locations. Contractor's employees shall perform the screening.

It is the expressed intention of the County to maintain a constant assignment of duties to maintain the maximum amount of security possible. In this regard, the Contractor shall be supplied with the specific duties required by the County (i.e. written Post Orders, pass-on information, etc.). It is understood by both parties that all duties required of the Contractor shall be within the scope of the work, which is to provide for the safety and security of those using the identified facilities for court business.

#### **GENERAL INFORMATION:**

The Contractor shall provide all the management, supervision, manpower, training, uniforms, materials, supplies and equipment specified and shall plan, schedule and coordinate personnel, and ensure compliance with OSHA standards for those operating screening equipment, as required to maintain effective performance of security services in accordance with the terms and conditions contained herein.

The County may increase or decrease the level of screening by increasing or decreasing the number of ESOs and locations as defined in the Contract Documents.

The Contractor shall take all necessary steps to ensure that ESOs assigned to this Contract are professionally and personally reliable, of reputable background and sound character, and meet the training and experience requirements stipulated herein. The Contractor shall have the responsibility to ensure that all ESOs continue to meet all standards of suitability, conduct, and work performance.

The provision of ineligible ESOs or ESOs who do not meet the criteria, who violate the performance standards of the Contract, or whose work performance is inadequate in any respect, constitutes Contractor nonperformance. The County shall notify the Contractor, in writing, regarding Contractor non-performance due to non-suitability or any other deficiency of an ESO and may impose a penalty of billed cost up to the amount 1 (One) full day for each non-performance incident.

#### **PRELIMINARY BACKGROUND INVESTIGATION:**

The Contractor shall conduct a background investigation on all employees to be utilized in the performance of the Contract. The Contractor shall submit a list, to include Name, Address,

Date of Birth, Social Security Number (on request), and Oregon (or other state) Driver's License Number of qualified ESOs to the County's designee (Sheriff's Office Civil Division Commander) for approval 15 days prior to placement of personnel. The County may provide a form to the Contractor to fulfill this requirement. All replacement personnel shall be subject to the same criteria and written approval of the County's designee.

The Contractor shall ensure that prospective personnel meet or exceed the minimum Background Investigation requirements.

Minimum Background investigation to include:

- No Felony Convictions
- No Misdemeanor Convictions (some driving crimes may be reviewed by the Civil Division Commander for possible exception)
- No illegal Conduct Involving Moral Turpitude – i.e., acts that reflect conduct that would cause a reasonable person to have substantial doubt about the individual's honesty, fairness, respect for the rights of others or for the Laws of this State or the Nation.
- No persons on Parole or Probation
- No persons who are the subject of a Protection Order
- No Mental Disorders that would cause the person to be a danger to self or others.
- Prior Work History

The County reserves the right to deny any Contractor prospective personnel based upon their background check.

#### GENERAL SCREENING PROCEDURES:

##### **Equipment:**

The County will furnish x-ray machine(s), magnetometer(s), hand-held metal detectors and radios as necessary to carry out the screening process. In the case of hand-held units and radios which are shared by ESOs at the same station, the County shall provide for a system of accountability.

Under no circumstances shall an ESO take any items/equipment from their duty station or from the Courthouse, Juvenile Courtroom/Department, or Justice Court premises unless specifically authorized to do so by the Sheriff's Civil Division. ESOs must use County equipment and may not substitute in place of that equipment, personal property or Contractor property without authorization by the County. Any ESO who violates this provision shall be reported to the Contractor and may be subject to immediate removal from duty, disciplinary action, and possible dismissal from the ESO program. This action is in addition to any other remedies available to the County including but not limited to the penalties for theft of property.

The Contractor is responsible for promptly notifying the County when such equipment is malfunctioning. Any equipment which is misused or abused by ESOs shall be repaired and the cost thereof shall be billed to the Contractor for payment.

The Contractor is responsible for providing any personal equipment necessary for their employees (such as uniforms) and any personal protective equipment (such as gloves).

**Persons:**

All persons desiring to pass beyond the entrance screening point must undergo screening unless exempt by post orders, court rule, or by direction of the County's Sheriff Department, Civil Division's ("Sheriff's Civil Division") staff (i.e. persons with courthouse ID – court employees and some attorneys – law enforcement officers on official business, etc.). At times, all persons may be ordered to proceed through screening regardless of their possession of an ID badge or normal exception. Written instructions will be provided detailing any changes to this policy.

Screening of persons is normally accomplished through the use of walk-through magnetometers. Individuals are not permitted to retain any hand-carried items in their possession during screening.

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 point.

1) 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 secondary screening with a hand-held metal detector or by asking the individual to remove extraneous metal from his or her person and passing through the walk-through magnetometer again. Persons will only be asked to walk through the magnetometer twice before moving to screening by hand-held metal detector and/or pat down.

2) Every person has the option to refuse screening. Persons who refuse to be screened will be denied passage beyond the screening point. If they still have business in the courthouse, a deputy may be summoned to determine a course of action to help them access the court.

**Hand Carried Items:**

All items passing through the entrance screening point shall be screened. The inspection should be thorough but not unreasonable. Should a person refuse to permit inspection of any hand-carried items, those items shall not be allowed beyond the entrance screening point or allowed to be carried into any of the Court locations (Courthouse complex, Juvenile Courtroom/Department or Justice Court).

- 1) All items will be screened with the x-ray machine unless it is unavailable, the item is too large, or the machine indicates a visual inspection is warranted. 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 or other prohibited items as provided in writing by the Sheriff's Civil Division.
- 2) 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 or deadly weapon, a deputy must be immediately notified to respond and the item must remain in the possession of security screeners. Whenever the operator sees on the display an image that is or may conceal a dangerous weapon or other prohibited item, they may handle the situation by directing the person to remove the item from the building, unless the individual appears to be purposefully attempting to bring the item into a court facility. In that instance, a deputy shall be summoned to investigate and determine proper disposition.

**Hours:**

Clackamas County Court locations are open to the public:

	From	To
County Courthouse – Mon-Fri	8:00 AM	5:00 PM
Juvenile Court/Dept. – Mon-Thurs	8:00 AM	5:00 PM
**Court occasionally on Fridays**		
**Truancy Court 2 days/month		
during school year	5:00 PM	6:00 PM
**Drug Court 1 day every		
other week	5:00 PM	6:00 PM
Justice Court – Mon-Fri	8:00 AM	5:00 PM

Each location has one entrance screening point except the County Courthouse, which has two (one for the public, one for employees/authorized users).

To ensure equipment is turned on, tested and ready for the public and shut down and screening area(s) secured at the end of the day, at least two (2) ESOs must start one hour before and remain one hour past public hours at the County Courthouse. At the Juvenile Court/Department, one (1) ESO must start one hour before and remain one hour past public hours. At Justice Court, one (1) ESO must start 15 minutes prior to public hours and both will be released when the court closes to the public.

A minimum of ONE (1) ESO is required at each screening checkpoint at all times during the required hours and:

TWO (2) ESO’s shall remain at the Juvenile Court/Department and Justice Court entrance screening locations during public hours; and

FIVE (5) ESO’s shall remain at the County Courthouse entrance screening locations (2 at the 8<sup>th</sup> Street/employee entrance and 3 at the Main Street/public entrance) during public hours. One (1) additional ESO is required during Community Court at the Holman Building (currently Thursdays from 1 PM to 5 PM with no requirement for early arrival).

Each checkpoint may work with one ESO during public hours to accommodate breaks but should be fully staffed during peak times (i.e. start of the day, after lunch, periods when courts are scheduled to resume session, etc.).

Each location – County Courthouse, Juvenile Court/Department and Justice Court – shall have at least one ESO of each gender on duty at all times should the need to hand-search a person become necessary.

#### MINIMUM STANDARDS:

The Contractor shall not use any person to perform any screening function unless that person has:

- 1) 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 and achieve State certification.
- 2) Basic aptitudes and physical abilities including color perception, visual and aural acuity, physical coordination, and motor skills to the following standards:
  - a) ESOs operating x-ray equipment must be able to distinguish on the x-ray monitor the appropriate imaging standard specified for the equipment. Wherever the x-ray system displays colors, the operator must be able to perceive each color;
  - b) ESOs operating any screening equipment must be able to distinguish each color displayed on every type of screening equipment and explain what each color signifies;
  - c) ESOs must be able to hear and respond to the spoken voice and the audible alarms generated by screening equipment in an active checkpoint environment;
  - d) ESOs performing physical searches or other related operations must be able to efficiently and thoroughly manipulate and handle any baggage, containers, and other objects subject to screening process; and
  - e) ESOs 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.
- 3) The ability to read, speak and write English well enough to:
  - a) Carry out written and oral instructions regarding the proper performance of screening duties;
  - b) Read English language identification media, credentials, and labels on items normally encountered in the screening process;
  - c) Provide direction to and understand and answer questions from English-speaking persons undergoing screening; and
  - d) Write incident reports, statements and log entries into security records in the English Language.
- 4) Satisfactorily complete all initial, recurrent, and appropriate specialized training required by the Contractor's security program and the Oregon Department of Public Safety Standards and Training (DPSST) unarmed private security professional certification.

In addition to training that satisfies DPSST certification, the Contractor shall provide training to ESOs which covers, at a minimum:

- 1) Customer/Citizen Contact; Represent the County consistent with established Core Values and the departments Equitable Service Delivery Plan (ESDP).
- 2) Observation skills/inquisitiveness;
- 3) Effective communication and Verbal de-escalation training;
- 4) Laws/rules surrounding entrance screening (i.e. ADA, Consent Searches, Refusal to be screened, etc.);
- 5) Recognizing suspicious situations;
- 6) Drug/contraband recognition;
- 7) Start-up, testing and operation of equipment;
  - a) X-ray testing, operation, image interpretation, etc.;
  - b) Walk-through Magnetometer testing, operation, alarm interpretation, etc.; and
  - c) Hand-held metal detector testing, operation, alarm interpretation, etc.
- 8) Assisting citizens into, through and away from the screening process including:
  - a) Patrons with ADA and/or special needs, baby strollers, prosthetic limbs, religious or medical concerns, etc.;
  - b) Service Animals; and
  - c) Standardized techniques/methods/practices to ensure consistency
- 9) Secondary screening (i.e. hand-held metal detector, pat-down search or other screening beyond initial walk-through magnetometer screening)

The Contractor shall document their training program and completion for each ESO. Copies of the training program and certification shall be provided to the County upon request.

The Contractor shall place a copy of the training/resource material at each facility for ESO reference beyond their initial training and update it as changes occur so ESOs have the most current information.

The Contractor may have a person on-site during any on-the-job portion of the Contractor's training program to perform security functions provided that the person is closely supervised and does not make independent judgments as to whether persons or property may enter without further inspection. That person will not be considered in the minimum staffing required for the site and the County does not pay for any person in training or otherwise not certified to perform security screening functions independently.

No Contractor shall 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.

The Contractor shall designate one (1) ESO to serve in a “supervisory” capacity each day (see section Supervisory Entrance Screening Officer). This person shall be identified to the County so that daily direction, information and communication can be effectively relayed to and from the Contractor’s staff.

**Entrance Control;**

The Contractor shall operate and enforce a system of personnel identification. This shall include the screening of items and the screening of people. Screening of items includes the operation of screening equipment and the checking of handbags, packages, baby carriages, wheel chairs etc. to detect weapons or contraband. Screening of people includes operating/monitoring a walk-through magnetometer, hand wand and/or conducting physical pat-down searches. Items confiscated will be turned over to the County and a report filed in accordance with section “ESO Reports” and written direction from the County (i.e. Post orders or other written procedures). Prosecution of persons attempting to bring contraband or prohibited items into any location may result.

In performance of these duties, ESOs shall be responsible for alerting a deputy and denying entry any person attempting to gain unauthorized access. After denying entry to a person, that person will be turned over to the deputy.

ESOs shall only perform the duties of one basic screening function (items or people) as assigned. For example, an ESO assigned to screen items (using the x-ray machine or conducting physical searches of items) may not simultaneously monitor the walk-through magnetometer and/or conduct searches of persons. Likewise, ESOs assigned to screen people may not simultaneously screen items. The only exception is during breaks when only one ESO is present at Juvenile Court/Department or Justice Court. In this instance, the ESO will focus on one aspect of the screening process at a time (screen items, then screen people or vice versa).

The Courthouse Main Street (public) entrance shall have a minimum of three (3) ESOs present during peak periods of checkpoint screening activity and two (2) at the 8<sup>th</sup> Street (employee/authorized person) entrance. Since the 8<sup>th</sup> Street entrance screening location is primarily for employees and persons authorized to bypass screening altogether, it may be staffed with one (1) ESO during non-peak times (i.e. no deliveries, no jury pool screening, etc.) and the second ESO can assist at the Main Street entrance.

Juvenile Court/Department and Justice Court each require two (2) ESOs at all times.

**Discovery of Explosive, Incendiary, or Deadly or Dangerous Weapon:**

- 1) If an explosive, incendiary, or deadly or dangerous weapons are found, screening personnel shall:
  - a) Immediately notify the Supervising ESO and the Law Enforcement Officer (LEO) supporting the screening point involved, as appropriate.
  - b) Not touch or remove the object.

- 2) Explosive, incendiary or deadly objects discovered during the screening process should be protected until a deputy arrives to take charge of them. The deputy will investigate and determine the proper disposition.
- 3) Other weapons/potential weapons (such as knives, scissors, knitting needles, etc.) may be handled by ESOs by directing the person to remove the item from the building, unless the individual appears to be purposefully attempting to bring the item into a court facility. In that instance, Law Enforcement shall be summoned to investigate and determine proper disposition. Any time a person bringing a dangerous or deadly weapon into a court facility acts suspicious or nervous, Law Enforcement shall be called to investigate and make final disposition.
- 4) The County Courthouse and Juvenile Court/Department provide an “Amnesty” box for patrons who wish to surrender prohibited items rather than remove them from the facility. Use of the amnesty box shall follow the directions provided in the Post Orders

### **Off-Duty Law Enforcement Officers;**

An armed law enforcement officer (LEO), in or out of uniform desiring passage through a screening point without inspection of his/her person and accessible property will be discreetly referred to the ESO at the screening point. At the County Courthouse, all Law Enforcement requesting to bypass security will be directed to enter at the 8<sup>th</sup> Street Entrance. After observing the LEO in full uniform, or after a plain-clothes LEO from a Clackamas County agency produces bona fide credentials for inspection and identification (both badge and commission card), the ESO will ask the LEO if they are at the Courthouse on Official Business. If the LEO is there on Official Business, they will be allowed to bypass security and enter after signing in (and out after their visit) using a log at the 8th Street Entrance. There is no log book at the Juvenile Department or Justice Court Facility.

If an ESO has any questions to the validity of LEO credentials or an LEO does not produce the proper credentials, a deputy will be summoned to the checkpoint to inspect the identification and make a determination. If an LEO is off-duty, retired or not at the courthouse on official business (i.e. appearing on a personal matter), they shall not proceed past the entrance checkpoint while armed. The ESO will summon a deputy to the checkpoint who may provide the LEO with a locker to secure any weapons while they are in the courthouse.

### **Screening of Handicapped Persons;**

Persons on crutches, in wheelchairs, wearing prosthetic aids or in any other condition that would preclude use of the regular screening process, may be separately screened with reason and discretion. The person conducting the screening or consent search using either a hand-held metal detector, a physical search or combination of both, shall ensure 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.

### **Religious Articles;**



Certain religious articles may be considered sacred and opening or removing them may result in desecration. These items are subject to regular screening (i.e. using the x-ray machine/metal detector or as unobtrusive as possible) or remain outside the court facilities.

**Lost and Found:**

ESOs shall turn over any found articles to the designee at the location where the items are found.

**Tour of Duty:**

No ESO shall assume duties unless he/she has been in a non-working status for a minimum of 8 hours prior to reporting for duty. No ESO shall be authorized to leave his/her station during his/her shift except for those specific periods of time when the ESO is authorized to take breaks, have lunch or rotate duty station. It is the responsibility of the Contractor to coordinate a schedule for the ESOs so that screening levels are maintained during break/lunch periods.

**Use of Alcohol and Other Substances:**

No alcoholic substances or drugs shall have been consumed for a minimum of 8 hours prior to reporting for or while on duty. This includes ESOs returning from lunch or other breaks.

The only exception is for drugs prescribed by a qualified doctor. In that case a letter from the doctor must be furnished to the Contractor stating that use while in a duty status will not affect the performance of the ESO.

**Emergencies:**

In case of an emergency, the County shall have the right to direct the activities of the ESOs in order to respond to the emergency. When time and circumstances permit, such direction will be coordinated with the on-site supervisory ESO. Emergencies include, but are not limited to, bomb threats, fires, evacuations, etc. Under no circumstances may an ESO refuse to cooperate with such directives when the County determines that an emergency exists.

The Contract supervisory ESO shall be notified of an emergency situation and shall make a record of it in the Daily Log Book as soon as practical after resolution of the situation.

**Overtime:**

The County currently uses a flat-rate billing model and overtime hours are not billed. In the event a court proceedings or other court functions go beyond scheduled hours of work, it may be necessary for ESOs to remain at their posts or work additional days. In those instances, the County may request staff remain on-site/report for duty orally or in writing. That notice shall be made as soon as practicable after notification from the courts. Such requests must come from the Sheriff's Civil Division at a court facility or the Sheriff's Civil Division or the Juvenile Director at the Juvenile Court/Department (or their designated appointee). During these extended periods of service, the Contractor shall also be responsible for any supervision or direction of the employees designated to perform services. Any variations in duties will be discussed with both the ESO lead worker/supervisor and the ESOs.

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**DUTIES AND STANDARDS:**

**Contract Supervisor/Manager:**

The Contractor shall provide a Contract Manager to provide a single point of contact through which all communications, work, and technical direction shall flow, except in cases of an emergency.

The Contract Manager will be available on a 24 hour on call basis.

The Contract Manager shall be responsible for ensuring that all ESOs adhere to the terms and conditions set forth in the contract, and shall enforce adherence by all ESOs. The Contract Manager shall 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 Contract Manager who cannot act and make decisions entirely on their own or who is not available to the County through a pager system, telephone etc., at all times. Contract management is considered critical. Failure on the part of the Contractor to furnish, at all times, a competent Contract Manager and such management as is required herein may render the Contractor subject to default.

When a Contract Manager is unavailable due to illness, vacation, or other reason, the Contractor shall assign another individual to that function who fully meets the requirements as set forth in this contract.

The Contract Manager may work on-site at the County Courthouse, provided they meet the minimum requirements for an ESO, or shall designate a qualified ESO to work as an on-site supervisor. If the Contract Manager will act in that capacity, they shall also comply with the requirements listed under "Supervisory Entrance Screening Officer". The on-site supervisory ESO shall be counted in the minimum number of ESOs for security screening at the courthouse and will act as the supervisory ESO for ESOs at all locations.

The Contractor shall submit a resume indicating the experience of the Contract Manager.

It is the Contract Manager's responsibility to:

- 1) Ensure staff is adequately trained and enough ESOs are scheduled to work at the minimum levels required by the contract;
- 2) Verify staffing levels/hours are met prior to Contractor submitting invoice to County for service;
- 3) Respond to and resolve issues raised by the County in regards to the Contractor's performance;
- 4) Remain available by phone/pager/etc. for emergency notification (such as events that may disrupt regular service/hours) and relay information to assigned ESO staff (i.e. stay home or come in early, etc.);
- 5) Provide replacements for employees who are scheduled to work but do not report for duty (or ensure Lead/Supervisory ESO does so). The Contractor shall be responsible for personally notifying the County of the status of the ESO's and actions taken for replacement;
- 6) Conduct and document annual evaluation of persons assigned to the Contract duties. Evaluations should include the determination that the person assigned:

- a) Has not suffered a significant diminution of any physical ability required to perform a screening function since the last evaluation of those abilities.
  - b) Has a satisfactory record of performance and attention to duty.
  - c) Demonstrates the current knowledge and skills necessary to courteously, vigilantly, and effectively perform screening functions.
- 7) Represent the Contractor in handling complaints.

**Supervisory Entrance Screening Officer:**

The Contract Manager shall designate a Supervisory ESO for each shift to represent the Contractor, supervise screeners, resolve conflicts and problems, and otherwise control all screening activities at the check points. The Supervisory ESO shall actively intervene in any function performed by other screeners as necessary to ensure effective, vigilant, and courteous screening. The Supervisory ESO shall perform ESO functions listed below under "Entrance Screening Officer" and shall also:

- 1) Supervise screeners, checking their alertness and duty performance, and rotate their duty assignments in accordance with this program and as necessary to ensure effective, vigilant, and courteous screening;
- 2) Coordinate with the County or its designee on a daily basis to determine any changes which may be required;
- 3) Ensure all ESOs are present for each shift, in proper uniform and all equipment is accounted for;
- 4) Notify the Sheriff's Civil Division if minimum staffing is not achieved/maintained, the reason for the shortage and what is being done to rectify it;
- 5) Manage incidents as they arise until the arrival of the LEO;
- 6) Immediately notify, or cause notification of, the LEO when a criminal act is suspected;
- 7) Isolate deadly or dangerous weapons and other prohibited objects in compliance with General Conditions;
- 8) Control or monitor persons when appropriate, without using physical restraint and without jeopardizing his/her safety or that of others in the immediate vicinity;
- 9) Collect witness information and retain evidence pending arrival of the LEO;
- 10) Ensure operational testing of screening equipment as required by equipment specifications;
- 11) Know how to immediately contact the Sheriff's Civil Division;
- 12) Function as contact point between the Contract Manager and the County;
- 13) Maintain a daily activity log book of all ESO related activity, incidents, etc. and make the log book available for the Sheriff's inspection at all times; and
- 14) Prepare and submit reports required in Section "ESO Reports," or review/approve any reports submitted by an ESO.

In the event of illness, a substitute Supervisory ESO shall be promptly named by the Contract Manager. This person shall meet all the minimum requirements of an ESO.

**Entrance Screening Officer:**

The integrity of the Courts is dependent upon the conduct of individual ESOs. The Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity and shall be responsible for taking such disciplinary action with respect to employees as may be necessary.

In performance of these duties, the ESO shall be responsible for alerting a LEO and denying entry when person attempts to gain unauthorized access. After denying entry to a person, that person will be turned over to the LEO.

All ESO's shall:

1. Remain courteous and demonstrate good manners toward the general public, judges, and courthouse employees;
2. Maintain a respectful and helpful attitude in all endeavors;
3. Maintain professional and appropriate relationships with employees, co-workers and visitors;
4. Not fraternize or develop personal relationships with County clients, employees or those involved in Court proceedings;
5. Maintain a neat, clean and businesslike appearance and comply with ESO uniform standards;
6. Report on conditions which may adversely affect performance of a particular assignment to the Lead/Supervisory ESO or County Representative;
7. Verify the credentials of armed law enforcement officers appearing for court in accordance with Contract Documents;
8. Not disclose any official information or discuss court proceedings;
9. Refrain from discussions concerning duty assignments, manpower, security precautions or procedures except with those having a need to know;
10. Comply with applicable laws while performing official duties;
11. Not discriminate against nor sexually harass another;
12. Demonstrate the highest standards of personal and professional conduct;
13. Maintain confidentiality of information they are exposed to or gain while on duty. This includes, but is not limited to, the identity of clients coming and going from the Juvenile Department;
14. Prepare and submit reports required in Section "ESO Reports"; and
15. Should the ESO become aware they are under investigation by any Federal, State or Local agency for any legal or ethical violation, they must report this to the Lead/Supervisory ESO and the Sheriff no later than the next working day after discovery.

**ESO Reports:**

ESOs shall prepare required reports on a daily basis (or as directed by the County's Sheriff office) concerning accidents, fire, bomb or bomb threats, unusual incidents or unlawful acts and submit them to the Sheriff's Civil Division the same day as the incident, unless an exception is granted by the Sheriff's Civil Division. When ESOs confiscate items, they will be required to file a report with the sheriff providing information on the circumstances and items confiscated.

Each ESO 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 ESO, and the ESO's signature. If an ESO is not present for any reason, an indication of why the ESO is not present for his/her shift, should be provided in the log.

All reports and logs shall be made available to the County upon request.

**ESO Qualifications:**

Minimum Qualifications

- 1 Must be legally able to work in the United States and provide proof of employment eligibility and identity as required under the Immigration Reform Act of 1986;
- 2 Be 21 years of age or older;
3. Possess 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;
4. Be able to speak fluently, read, and write the English language and any other language as may be determined necessary by the County;
5. Have the ability to meet and deal tactfully with judges, attorneys, court personnel and the general public;
6. Have the ability to understand, explain, interpret, and apply rules, regulations, directives, and procedures;
7. Have poise, self-confidence, and the ability to make sound decisions and react quickly under stressful conditions;
8. Ability to prepare clear and concise reports;
9. Ability to learn and adapt to changing conditions;
10. Ability to accept and respond to instruction and direction;
11. Must be reliable and of reputable background and sound character;
12. Must successfully pass the background investigation performed by the Contractor;
13. Must be physically fit to endure long periods of standing, stooping, bending and sitting; and
14. May be required to assist in subduing violent or hostile citizens.

**SPECIAL PROVISIONS:**

Under the provisions of this Contract, ESOs may be relieved of duty by the County for periods of time if work is not available to be performed or if funding is not available for payment of services.

The Contractor shall ensure Contract performance and shall immediately correct Contractor nonperformance due to non-suitability of ESOs and any other deficiencies of ESOs. This shall include removal and replacement of ESOs as necessary. It shall be the responsibility of the Contractor, on its own, to initiate this action when necessary. However, the Contracting officer or his representative may also request the Contractor to remove any employee from the work site should it be determined that individuals are being assigned to duty who are disqualified for any reason. In the event of ESO removal, it is the responsibility of the Contractor to advise the ESO of the termination and the reasons for it.

The County reserves the right to reject for service any ESO assigned whose qualifications do not meet those established under the terms and conditions of this agreement.

The Contractor shall provide a monthly invoice for services by the 10<sup>th</sup> day of each month for the prior month's services. A separate invoice shall be provided for each of the three locations (Clackamas County Courthouse, Juvenile Courtroom/Department, and Justice Court).

- 1) The invoice shall include the number of staff on hand for the location for the billing period and indicate any day(s) staffing was below the minimum specified in the Contract.

The Contractor shall respond to billing inquiries in writing within 3 business days and resolve issues within 10 business days of notice of a discrepancy, over- or under-billing for services.

**Compensation:**

Flat Billing

**Clackamas County Courthouse**

QRF Entrance Screeners

Security Officers per day: 4 (10 hr shifts)

Supervisor per day: 1 (10 hr shift)

**Clackamas County Justice Court**

QRF Entrance Screeners per day:

2(8 hr shifts Mon-Friday)

**Clackamas County Juvenile Court**

QRF Entrance Screeners

Security Officers per day: 2 (10 hr shifts Mon-Thur) (Weekly Billable required overtime due to late court on Thursdays and occasional Court on

Fridays (average over past 12 months of 1.5 hrs per week)

For Pricing Refer to ATA-Price Agreement, Attachment B - Schedule of Prices.

## **2 AUTHORIZED PUBLIC BODY PREMISES.**

Contractor and Contractor staff shall comply with all policies, rules, procedures, and regulations established by Authorized Public Body for access to and activities in and around premises controlled by Authorized Public Body or any other Authorized Public Body being served by Contractor.

## **3 COMPENSATION**

### **a. Method of Payment:**

Authorized Public Body will pay Contractor for the actual Services performed under this WOC according to the Fixed Price amount(s) established in this WOC as follows:.

Location	Monthly Rate	12 months
Courthouse Civil	\$36,463.00	\$437,556.00
Justice Court	\$11,327.00	\$135,924.00
Juvenile Court	\$11,610.00	\$139,320.00

**TOTAL NOT-TO-EXCEED (NTE) AMOUNT: \$712,800.00**

The Fixed Price amount(s) includes all labor costs, overhead, profit, and may include expenses (if travel or other expenses are approved). The Fixed Price amount(s) must not include any unallowable indirect or direct costs, including travel which must be based on the allowable travel and lodging rates identified in this Attachment D-2.

The Fixed Price amount(s) are subject to the ATA-Price Agreement.

Contractor shall complete all Services as defined in this WOC. If the applicable compensation is exhausted, but Services are not complete, Contractor shall complete the Services to Authorized Public Body's satisfaction without additional compensation.

Contractor acknowledges and agrees that the Fixed Price is only due and payable for work authorized by Authorized Public Body and satisfactorily completed by Contractor.

### **b. Payment Options**

Payments will occur only after Authorized Public Body has determined that Contractor has completed, and Authorized Public Body has accepted, the required Services for which payment is sought via a properly submitted and correct invoice.

Authorized Public Body will pay Contractor amounts due under this WOC based on Contractor's monthly invoices, up to this WOC's NTE or Fixed-Price amount, upon Authorized Public Body's acceptance and approval of all Services required under this WOC.

Payment will be made separately based upon work provided to each of the three locations described in subsection 3(a), above.

**c. Travel**

The Fixed Price amount(s) in this WOC includes all travel, lodging, per diem, and mileage expenses. Authorized Public Body will not reimburse Contractor separately for travel-related costs.

**d. Invoicing**

Contractor shall prepare invoice(s) as follows:

- Contractor shall submit invoices electronically via email to the following address:
  - Clackamas County Justice Court  
**Authorized Public Body Name: Laura Anderson**  
**Email: [LAAnderson2@clackamas.us](mailto:LAAnderson2@clackamas.us)**
  
  - Clackamas County Courthouse  
**Authorized Public Body Name: Kevin Thies**  
**Email: [kevinthi@clackamas.us](mailto:kevinthi@clackamas.us)**
  
  - Clackamas County Juvenile Court  
**Authorized Public Body Name: Ed Jones**  
**Email: [EJones@clackamas.us](mailto:EJones@clackamas.us)**
  
- Each invoice must state:
  - The WOC number: 8297
  - A detailed description of Services performed, including location
  - Dates Services were performed
  - Rate or rates for Services performed
  - The total amount due and the payment address.
  - Number of employees working each day (fixed rate)
  - Copies of timesheets for each employee (hourly rate)
  - Contractor shall submit an invoice requesting payment for the full Fixed-Price amount.
  - Contractor's claims to Authorized Public Body for overdue payments on invoices are subject to ORS 293.462.

**e. Additional Requirements**



If Contractor fails to present invoices in proper form within 60 calendar days after the end of the month in which Services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor.

Any overdue payments to Contractor by Authorized Public Body for an approved invoice are subject to ORS 293.462.

**f. Payment Terms**

Payment will be made to Contractor no later than 45 calendar days from receipt of invoice completed in conformance with all contractual requirements. Authorized Public Body will endeavor to notify Contractor within 10 business days of receipt of invoice regarding any necessary revisions or corrections to the invoice. If revisions are necessary, payment will be made no later than 45 calendar days from receipt of the revised invoice. Any interest for overdue payment will be in conformance with Oregon law.

**g. Deficiency; Corrective Work**

If Authorized Public Body, in its sole discretion, determines that the Services were deficiently performed, Authorized Public Body shall notify Contractor in writing of the deficiency. Within 7 calendar days (unless a different timeframe is agreed to by the parties) of receipt of the deficiency notification, Contractor shall respond to Authorized Public Body outlining how the deficiency shall be corrected. Contractor shall correct any deficiencies in the Services to Authorized Public Body's satisfaction without further compensation. If resolution is not achieved, Authorized Public Body may withhold other payments until deficiencies have been corrected to the standard of care for such Services. Authorized Public Body shall not unreasonably withhold payment.

ATA – Price Agreement, Section 1.20 shall apply.

**h. Payment Reduction**

Authorized Public Body, in its sole discretion, may reduce the payment for Services by withholding the inaccurate or improper amounts from any future payment to Contractor, withholding the inaccurate or improper amounts from final payment to Contractor, or may use any other means to seek recovery of already paid but improperly calculated amounts.

**i. Insurance**

Insurance is established in the ATA - Price Agreement #83498349, Attachment C – Insurance.

## EXHIBIT B

### CONTACT INFORMATION FOR THE PARTIES

<p><b><u>CONTRACTOR CONTACT</u></b>  Company Name: DePaul Industries  Person Name: Travis Pearson  Title: CEO / President  Address Street: 4950 N.E. Martin Luther King Jr. Blvd  City State Zip: Portland, OR 97211  Phone: 503-281-1289  Cell:  Fax: 503-284-0718  Email: <a href="mailto:mearson@de12aulindustries.com">mearson@de12aulindustries.com</a></p>	<p><b><u>AUTHORIZED PUBLIC BODY CONTACT</u></b>  Person Name: Laura Anderson  Title: Administrative Services Supervisor  Address Street: 11750 SE 82<sup>nd</sup> Ave  City State Zip: Clackamas, Oregon 97266  Phone: 503-794-3816  Cell:  Email: <a href="mailto:LAnderson2@clackamas.us">LAnderson2@clackamas.us</a></p>
<p><b><u>CONTRACTOR: CONTRACT ADMINISTRATOR</u></b>  Company Name: DePaul Industries,  Person Name: Larry Welty  Title: Security Officer Manager  Address 4950 NE MLK Jr Blvd  City State Zip: Portland, OR 97211  Phone: 503-519-3474  Cell:  Toll Free:  Fax: 503-284-0718  Email: <a href="mailto:lwelty@denaulindustries.com">lwelty@denaulindustries.com</a></p>	<p><b><u>AUTHORIZED PUBLIC BODY CONTRACT ADMINISTRATOR</u></b>  Person Name: Judge Karen Brisbin  Title: Justice of the Peace  Address Street: 11750 SE 82<sup>nd</sup> Ave  City State Zip: Clackamas, Oregon 97266  Phone: 503-794-3800  Cell:  Email: <a href="mailto:KBrisbin@clackamas.us">KBrisbin@clackamas.us</a></p>
<p><b><u>CONTRACTOR: ACCOUNTS RECEIVABLE</u></b>  Company Name: DePaul Industries, Inc.  Person Name: Loretta Ryan  Title: Accounting Specialist  Address Street: 4950 N.E. Martin Luther King Jr. Blvd  City State Zip: Portland, OR 97211  Phone: 503-331-3813  Cell:  Fax: 503-284-0718  Email: <a href="mailto:lraxan@de12aulindustries.com">lraxan@de12aulindustries.com</a></p>	<p><b><u>AUTHORIZED PUBLIC BODY CONTRACT ADMINISTRATOR</u></b>  Person Name: Ed Jones  Title: Administrative Service Manager  Address Street: 2121 Kaen Road  City State Zip: Oregon City, Oregon 97045  Phone: 503-650-3169  Cell:  Email: <a href="mailto:EJones@clackamas.us">EJones@clackamas.us</a></p>
<p><b><u>CONTRACTOR ACCOUNT RECEIVABLE:</u></b>  Allegiant Business Finance, LLC  Assignee for DePaul Industries &amp; DePaul Services, Inc.  Person: Miranda Blake  600 University Street, Suite 2328  Seattle WA 98101  Phone: 206-625-0898  Fax: 206-625-1330  Email: <a href="mailto:miranda@allegiantl.com">miranda@allegiantl.com</a></p>	<p><b><u>AUTHORIZED PUBLIC BODY CONTRACT ADMINISTRATOR</u></b>  Person Name: Kevin Thies  Title: Lieutenant  Address Street: 2223 Kaen Rd City State Zip:  Oregon City, Oregon 97045 Phone:  Cell:  Email: <a href="mailto:kevinthi@clackamas.us">kevinthi@clackamas.us</a></p>
<p><b><u>ORF COORDINATOR</u></b>  Person Name: Darwin Pierce  Title: QRF Coordinator  Address Street: 1225 Ferry St SE, Suite U140  City State Zip: Salem OR 97301-4285  Phone: 503-378-4811  Cell:  Email: <a href="mailto:Darvin.Pierce@oregon.gov">Darvin.Pierce@oregon.gov</a></p>	<p><b><u>ORF CONTRACT ADMINISTRATOR Person</u></b>  Name: <u>Rena Sawyer</u>  Title: QRF Contract Administrator  Address Street: 1225 Ferry St SE, Suite U140  City State Zip: Salem OR 97301-4285  Phone: 503-378-2272  Cell:  Email: <a href="mailto:Rena.Sawyer@oregon.gov">Rena.Sawyer@oregon.gov</a></p>