



P.O. BOX 9046, OLYMPIA, WASHINGTON 98507-9046

CONTRACT K6890

BETWEEN

WASHINGTON STATE EMPLOYMENT SECURITY DEPARTMENT

AND

PINKERTON CONSULTING & INVESTIGATIONS INC. dba PINKERTON

1. INTRODUCTION

This emergency Contract is made and entered into by and between the Washington State Employment Security Department, hereinafter called "ESD", located at 212 Maple Park Ave SE, Olympia, WA 98507, and PINKERTON CONSULTING & INVESTIGATIONS INC. dba PINKERTON, hereinafter called "Contractor", located at 101 N Main Street Suite 300, Ann Arbor, MI 48104.

2. PURPOSE

The purpose of this agreement is to provide monitoring of social media accounts to provide the Employment Security Department (ESD) with information so that the department can take appropriate steps to protect employees and property, if needed. The monitoring is deemed necessary due to recent posts on social media where people are discussing activities that could pose a risk to ESD employees, partners, customers, or property. Protective services will be activated based on credible threats or activities that may put ESD employees, partners, customers, or property at risk.

3. CONTRACT MANAGEMENT

ESD's Contract Manager shall monitor the performance and compliance of this Contract. ESD's Contract Manager shall be responsible for the review and acceptance of the Contractor's performance, deliverables, invoices, expenses, and reports from the Contractor. The Contract Manager will be the main contact for any questions about the contract.

ESD Contract Manager responsible for management of this Contract is:

Name:	<u>Carole Mathews</u>
Title:	<u>Risk Manager</u>
Phone Number:	<u>360-890-3751</u>
E-mail:	<u>cmathews@esd.wa.gov</u>

Contractor staff member responsible for management of this Contract is:

Name:	<u>Steve Charlebois</u>
Title:	<u>Director- Seattle</u>
Phone Number:	<u>425-229-2668</u>
E-mail:	<u>Steve.Charlebois@Pinkerton.com</u>

4. DEFINITIONS

As used throughout this Contract, the following terms shall have the meanings set forth below.

- 4.1. "CONTRACTOR" means that agency, firm, organization, individual or other entity performing services and/or providing goods under this Contract. This includes any SUBCONTRACTOR retained by the prime Contractor as permitted under the terms of this Contract.
- 4.2. "SUBCONTRACTOR" means agency, firm, organization, individual or other entity other than the prime one, not in the employment of the CONTRACTOR, who is performing all or part of those services or providing all or part of the goods under this prime Contract or a subcontract entered into in connection with this prime Contract. The terms "SUBCONTRACTOR" and "SUBCONTRACTORS" means SUBCONTRACTOR(s) in any tier.

5. STATEMENT OF WORK

The Contractor shall furnish the necessary personnel, labor, and services, and otherwise do all things necessary for or incidental to the performance of the work set forth in the Statement of Work attached and incorporated as Exhibit A.

6. TERMS AND CONDITIONS

All rights and obligations of the parties to this Contract shall be subject to and governed by the terms contained in this Contract.

7. PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Contract shall start on the date of execution and end on 1/15/2021, unless terminated sooner as provided herein. ESD reserves the right to extend the Contract for up to one additional three month term by mutual written consent of both parties.

8. REPORTING

The Contractor shall provide the ESD Contract Manager a weekly summary report of internet monitoring and will relay any other pertinent information as to activities performed under this Contract as necessary.

9. COMPENSATION

- 9.1. The parties have agreed that the compensation including expenses payable to the Contractor, for work set forth in Exhibit A, Statement of Work, will be based on the Price Sheet set forth in Exhibit B, Price Sheet.

10. BILLING PROCEDURE

- 10.1. The Contractor shall submit invoices monthly for services performed under this Contract on an Invoice Voucher (Form A-19), or similar invoice. Invoices shall include such information as is necessary for ESD to determine the exact nature of all expenditures, and goods or services provided to and received by ESD. ESD must receive all invoices no later than thirty (30) days after services itemized on invoice are rendered. Failure by the Contractor to submit the invoice by this date may result in non-payment. ESD shall pay the Contractor for completed and approved work within thirty (30) days of receipt of invoice
- 10.2. Final invoice must be received within thirty (30) days after contract end date.
- 10.3. Each invoice will clearly indicate that it is "FOR SERVICES RENDERED IN PERFORMANCE UNDER ESD CONTRACT NUMBER K6890. The invoice document shall be submitted to:

Employment Security Department
Attention: Vendor Payments
PO Box 9046
Olympia, WA 98507

Or one electronic copy of invoice document to: VendorPayments@esd.wa.gov

11. ACCEPTANCE

It is understood and agreed by and between ESD and the Contractor that the Contractor's payment is conditioned upon performance and acceptance by ESD. ESD reserves the right to withhold payment of any deliverable contingent upon acceptance of the deliverable by ESD. If defects preventing acceptance of a deliverable are present, ESD shall immediately notify the Contractor in writing of the nature of the defects, and the method of remedy of those defects. The Contractor will take action within fifteen days to remedy defects as to permit acceptance of the subject deliverable. Notwithstanding the other provisions of this Contract, ESD shall not unreasonably withhold acceptance of a deliverable nor reimbursement of the Contractor.

12. INSURANCE

- 12.1. Contractor shall, during the term of this Contract, maintain in full force and effect, the insurance described in this Section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in the State of Washington. In the event of cancellation, non-renewal, revocation, or other termination of any insurance coverage required by this Contract, Contractor shall provide written notice of such to ESD within five business days of Contractor's receipt of such notice. Failure to buy and maintain the required insurance may, at ESD's sole option, result in this Contract's termination.
- 12.2. All insurance provided by Contractor shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the State and shall include a severability of interests (cross-liability) provision.

- 12.3. Upon ESD's request Contractor shall furnish to ESD copies of certificates of all required insurance within thirty (30) days.
- 12.4. **Minimum Acceptable Limits** The minimum acceptable limits must be as indicated below, with no deductible for each of the following categories:
- 12.4.1. Commercial General Liability covering the risks of bodily injury (including death), property damage and personal injury, including coverage for contractual liability, with a limit of not less than \$1 million per occurrence/\$2 million general aggregate
- 12.4.2. Business Automobile Liability (owned, hired, or non-owned) covering the risks of bodily injury (including death) and property damage, with a combined single limit of not less than \$1 million per accident
- 12.4.3. Professional Liability Errors and Omissions coverage of not less than \$10 million per claim. Contractor shall continue Professional Liability Errors and Omissions coverage and be required, upon request, to provide ESD certificates of insurance for one year beyond the expiration or termination of this of this Contract.
- 12.4.4. Crime Coverage coverage of not less than \$1 million single limit per occurrence, which shall at a minimum cover occurrences falling in the following categories: Computer Fraud; Forgery; Money and Securities; and Employee Dishonesty.
- 12.5. **Industrial Insurance Coverage**
- 12.5.1. Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless ESD and the State and its agencies, officials, agents or employees from claims by Contractor's employees or agents.
- 12.5.2. The Contractor must comply with the provisions of Title 51 RCW, Industrial Insurance. If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, Agency may collect from the Contractor the full amount payable to the Industrial Insurance accident fund.
- 12.5.3. The Agency may:
- 12.5.3.1. Deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by Agency under this Contract; and
- 12.5.3.2. Transmit the deducted amount to the Department of Labor and Industries (L&I), Division of Insurance Services.
- 12.5.4. This provision does not waive any of L&I's right to collect from the Contractor.

13. PRICE WARRANT

Contractor warrants all prices, terms, rates, warranties, and benefits granted by Contractor to ESD in this Contract are comparable to or better than those being offered by Contractor to any present customer meeting similar qualifications or requirements.

14. SUBCONTRACTS

- 14.1. The Parties acknowledge that the Contractor will utilize Subcontracted personnel performing services under this contract. All Subcontracted personnel shall be subject to the same background investigations as Contractor staff.
- 14.2. Contractor acknowledges use of any Subcontractor does not reduce or release the Contractor of its liability for any breach of the Contractor's or Subcontractor's duties.
- 14.3. For any Subcontractor, the Contractor shall be responsible for Subcontractor's compliance with the terms and conditions of this Contract, including but not limited to ensuring that the Subcontractor follows ESD's reporting formats and procedures as specified by ESD.
- 14.4. The Contractor shall remain responsible and liable to ESD for Subcontractor's performance to the same extent that Contractor would be responsible and liable to ESD under this Contract had Contractor performed such services.
- 14.5. At ESD's request, the Contractor will forward copies of subcontracts and fiscal, programmatic and other material pertaining to any and all subcontracts.
- 14.6. Should Contractor file for or has filed against it a bankruptcy petition and the petition is not dismissed within sixty (60) days after the filing date or Contractor becomes insolvent, or this Contract is terminated for cause, ESD will have the right to enter into direct agreements with any Subcontractor.

15. TERMINATION, SUSPENSION, AND REMEDIES

- 15.1. Termination or Suspension for Cause
 - 15.1.1. In the event ESD determines the Contractor has failed to comply with the conditions of this Contract in a timely manner, ESD has the right to suspend or terminate this Contract. ESD may terminate immediately or, at its sole discretion, ESD may notify the Contractor in writing of the need to take corrective action, prior to termination, and allow the Contractor time to cure.
 - 15.1.2. ESD reserves the right to suspend all or part of this Contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by ESD to terminate this Contract.
 - 15.1.3. A termination shall be deemed to be a "Termination for Convenience" if the investigation determines that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence. The rights and remedies of ESD provided in this Contract are not exclusive and are in addition to any other rights and remedies provided by law.
 - 15.1.4. ESD reserves the right to immediately suspend all, or part of, this Contract, and

to withhold further payments, or to prohibit the Contractor from incurring additional obligations of funds when it has reason to believe that fraud, abuse, malfeasance, misfeasance or nonfeasance has occurred on the part of the Contractor under this Contract.

15.2. Termination for Funding Reasons

ESD may unilaterally terminate this Contract in the event that funding from federal, state or other sources becomes no longer available to ESD or is not allocated for the purpose of meeting ESD's obligation hereunder. Such action is effective upon receipt of written notification by the Contractor.

15.3. Termination for Convenience

Except as otherwise provided in this Contract, either Party may, by ten (10) days' written notice, beginning on the second day after mailing, or terminate this Contract, in whole or in part. If this Contract is so terminated, ESD shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination. *Termination for Withdrawal of Authority*

In the event that ESD's authority to perform any of its duties is withdrawn, reduced, or limited in any way after the commencement of this Contract and prior to normal completion, ESD may terminate this Contract by seven (7) calendar days or other appropriate time period by written notice to Contractor. No penalty shall accrue to ESD in the event this Section is exercised. This Section shall not be construed to permit ESD to terminate this Contract in order to acquire similar Services from a third party.

16. TERMINATION PROCEDURE

16.1. Upon termination of this Contract, ESD, in addition to any other rights provided in this Contract, may require the Contractor to deliver to ESD any property specifically produced or acquired for the performance of such part of this Contract as has been terminated. The provisions of the TREATMENT OF ASSETS, Section will apply in such property transfer.

16.2. Transition. In order to ensure business continuity, upon termination or expiration of this Contract, Contractor shall confer and cooperate with ESD in carrying out the activities required for transition in a safe and orderly manner without interruption of Services by Contractor to a replacement Contractor, subsequent operator, or ESD as applicable. Obligations under this provision shall continue for no longer than ninety (90) days and are conditioned upon reasonable, mutually agreed upon compensation for services beyond the date of termination or expiration.

16.3. ESD shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by ESD and the amount agreed upon by the Contractor and ESD for (1) completed work and service(s) for which no separate price is stated; (2) partially completed work and services; (3) other property or services which are accepted by ESD; and (4) the protection and preservation of property, unless the termination is for default, in which case ESD shall determine the extent of liability of ESD. Failure to agree with such determination shall be a dispute within the meaning of DISPUTES, Section 29.11, of this Contract. ESD may withhold from any amounts due to the Contractor such sum as ESD determines to be necessary to protect ESD against potential loss or liability.

16.4. The rights and remedies of ESD provided in this section shall not be exclusive and are in

addition to any other rights and remedies provided by law or under this Contract.

- 16.5. After receipt of a notice of termination and except as otherwise directed by ESD, the Contractor shall:
- 16.5.1. Stop work under this Contract on the date, and to the extent specified, in the notice;
 - 16.5.2. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of work under this Contract as is not terminated;
 - 16.5.3. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of ESD to the extent ESD may require, which approval or ratification shall be final for all purposes of this clause;
 - 16.5.4. Complete performance of such part of the work as shall not have been terminated by ESD; and
 - 16.5.5. Take such action as may be necessary, or as ESD may direct, for the protection and preservation of the property related to this Contract which is in the possession of the Contractor and in which ESD has or may acquire an interest.

17. TREATMENT OF ASSETS

- 17.1. Title to all property furnished by ESD shall remain in ESD. Title to all property purchased by the Contractor the cost of which the Contractor has been reimbursed as a direct item of cost under this Contract, shall pass to and vest in ESD upon delivery of such property by the Contractor. The title shall only pass to the Contractor if ESD specifically agrees to grant title in this Contract for asset(s) purchased.
- 17.2. Any property of ESD furnished to the Contractor shall, unless otherwise provided herein, or approved by the Contract Manager in writing, be used only for the performance of this Contract.
- 17.3. Property will be returned to ESD in like condition to that in which it was furnished to the Contractor, normal wear and tear excepted. The Contractor shall be responsible for any loss or damage to property of ESD in the possession of the Contractor which results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain said property in accordance with sound management practices.
- 17.4. If any ESD property is damaged or destroyed, the Contractor must notify ESD and shall take all reasonable steps to protect that property from further damage.
- 17.5. The Contractor must surrender to ESD all property of ESD upon completion, termination or cancellation of this Contract.

18. USE AND DISCLOSURE OF INFORMATION

The Contractor shall use any private and confidential information provided under this Contract solely for the purpose for which the information was disclosed. The Contractor shall not misuse any private and confidential information under this Contract. The Contractor shall not disclose any private and confidential information unless the disclosure is authorized by law. The misuse or unauthorized release of private and confidential information shall subject Contractor, its employees

or agents to a civil penalty of \$5,000 and other applicable sanctions under state and federal law (RCW 50.13.060[13] and 50.13.080[3]).

19. GENERAL TERMS

19.1. RECORDS and AUDITS

19.1.1. Record Retention

Contractor shall retain all books, records, documents and other material which reflect all direct and indirect costs of any nature expended in the performance of this Contract for a period of six years from termination of the Contract. Records shall be retained beyond the above referenced retention periods if litigation or audit is begun prior to the end of the period referenced above, or if a claim is instituted prior to the end of the period referenced above involving the Contract covered by the records. In these instances, the records will be retained until the litigation, claim or audit has been finally resolved.

19.1.2. Access To Records and Facilities / Audits

ESD and its designees shall have full access to and the right to examine and copy any or all books, records, papers, documents and other material regardless of form or type which are pertinent to the performance of this Contract, or reflect all direct and indirect costs of any nature expended in the performance of this Contract. ESD shall have the right to access, examine and inspect any site where any phase of the program is being conducted, controlled or advanced in any way. Such sites may include the home office, any branch office, or other locations of the Contractor. The Contractor must maintain its records and accounts in such a way as to facilitate the audit and examination, and assure that Subcontractors also maintain records that are auditable. Access must be available at all reasonable times not limited to the required retention period but as long as records are retained, and at no additional cost to ESD.

19.2. ADVANCE PAYMENTS PROHIBITED

No payment in advance or in anticipation of services or supplies to be provided by this Contract shall be made by ESD. In cost reimbursement contracts, the Contractor shall be entitled only to reimbursement for expenses incurred during the contract period for work accomplished as provided elsewhere in this Contract. In fixed unit price contracts, the Contractor shall be entitled only to payment for work accomplished during the contract period and in accordance with the terms of this Contract.

19.3. ASSIGNMENT

The work to be provided under this Contract, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

19.4. ASSURANCES

19.4.1. ESD and the Contractor agree that all activity pursuant to this Contract will be in accordance with all applicable current or future federal, state or local laws, rules and regulations.

19.5. ATTORNEY FEES AND COSTS

If any litigation is brought to enforce this Contract or any litigation arises out of any contract term, clause or provision, each party shall be responsible for its own expenses, costs and attorney fees.

19.6. CHANGES AND AMENDMENTS

19.6.1. ESD or Contractor may agree to changes to the terms of this Contract. Such changes, including any increase or decrease in the amount of payment or reimbursement, which are mutually agreed upon by the Parties, will only be valid when in writing and must be signed by the authorized representatives of the parties.

19.6.2. If the changes requested by either party substantially changes the scope of work of the original contract or substantially increases the value of the original contract ESD may be required to purchase the additional goods and/or services through a new competitive solicitation (RCW 39.26.120[2]). However, in such circumstances, no new competitive solicitation shall be required if an exception to competitive solicitation applies (RCW 39.26.125).

19.7. CONFLICT OF INTEREST

19.7.1. Notwithstanding any determination by the Executive Ethics Board or other tribunal, ESD may, in its sole discretion, by written notice to the Contractor, terminate this Contract if it is found after due notice and examination by ESD that there is a violation of the Ethics in Public Service Act, RCW 42.52, or any similar statute involving the Contractor in the procurement of, or performance under, this Contract.

19.7.2. In the event this Contract is terminated as provided above, ESD shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of this Contract by the Contractor. The rights and remedies of ESD provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which ESD makes any determination under this clause may be reviewed as provided in the DISPUTES clause of this Contract.

19.8. COSTS**19.8.1. Disallowed Costs**

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

19.8.2. Duplication of Billed Costs

The Contractor shall not bill ESD for costs if the Contractor is being paid by another source for those same costs.

19.9. COVENANT AGAINST CONTINGENT FEES

19.9.1. The Contractor warrants that no person or selling agent has been employed or retained to solicit or secure this Contract upon an agreement or

understanding for a commission, percentage, brokerage, or contingent fee. This does not include bona fide employees or bona fide established agents maintained by the Contractor for the purpose of securing business that neither exerts nor proposes to exert improper influence to solicit or obtain government contracts nor holds out as being able to obtain any government contract or contracts through improper influence.

19.9.2. ESD shall have the right, in the event of breach of this clause by the Contractor, to annul this Contract without liability or, by its sole discretion, to deduct from the contract price or consideration or otherwise recover by other means the full amount of such commission, percentage, brokerage or contingent fees. In no event shall ESD be liable for any commission, percentage, brokerage, or contingent fees.

19.10. **DISPUTES**

Except as otherwise provided in this Contract, when a dispute arises between the parties it should be resolved at the lowest administrative level possible and be escalated to the project owners. If it cannot be resolved by direct negotiation, the parties agree to participate in non-binding mediation in good faith. The mediator shall be chosen by agreement of the parties. If the parties cannot agree on a mediator, the parties shall use a mediation service that selects the mediator for the parties. Nothing in this Contract shall be construed to limit the parties' choice of a mutually acceptable alternative resolution method such as a dispute hearing, a Dispute Resolution Board, or arbitration.

19.11. **FORCE MAJEURE**

19.11.1. Except for payment of sums due, neither party shall be liable to the other or deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. If either party is delayed by force majeure, said party shall provide written notification to the other party. The notification shall provide evidence of the force majeure and commercially reasonable efforts to mitigate the effects to the satisfaction of the other party. Such delay shall cease as soon as practicable and written notification of same shall be provided. The time of completion shall be extended by contract modification for the period of delay or inability to perform due to such occurrences.

19.11.2. Despite Force Majeure ESD maintains its rights under this Contract to Terminate for Convenience.

19.12. **INDEMNIFICATION**

19.12.1. Contractor shall indemnify, defend, and hold harmless the State of Washington, ESD, and all officials, agents, and employees of the State, from and against such claims for injuries or death to the extent arising out of or resulting from Contractor's performance of this Contract. Contractor's obligation to indemnify, defend, and hold harmless includes any claim by

Contractor's agents, employees, representatives, or any Subcontractor, or its employees.

- 19.12.2. Contractor expressly agrees to indemnify, defend, and hold harmless the State for any claim to the extent such arises out of or incident to Contractor's or any Subcontractor's performance or failure to perform this Contract.

19.13. INDEPENDENT CAPACITY OF CONTRACTOR

The parties intend that an independent contractor relationship will be created by this Contract. The Contractor and their employees or agents performing under this Contract are not employees or agents of ESD. The Contractor will not hold himself/herself out as, nor claim to be an officer or employee of, ESD or of the State of Washington by reason hereof, nor will the Contractor make any claim of right, privilege or benefit which would accrue to such employee under law.

19.14. JURISDICTION AND VENUE

This Contract shall be construed and interpreted in accordance with the laws of the State of Washington and the venue of any action brought hereunder shall be in the Superior Court for Thurston County. All parties agree to the exclusive jurisdiction of such court and waive any right to challenge jurisdiction or venue.

19.15. LIMITATION OF LIABILITY

- 19.15.1. The parties agree that neither Contractor nor ESD shall be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages except any claim related to bodily injury or death; a breach of confidentiality or cyber security; or a claim or demand based on patent, copyright, or other intellectual property right infringement.
- 19.15.2. Neither party shall be liable to the other party unless damage is proximately caused by such party's respective fault or negligence. Neither the Contractor nor ESD shall be liable for damages arising from causes beyond the reasonable control and without the fault or negligence of the party. Such causes may include, but are not restricted to, acts of God or acts of a governmental body other than the ESD acting in either its sovereign or contractual capacity.
- 19.15.3. Notwithstanding the foregoing or anything other herein neither Party shall be liable to the other for direct damages in an amount greater than 1,000,000

19.16. SEVERABILITY

The provisions of this Contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Contract.

19.17. SIGNATURE AUTHORITY

- 19.17.1. This Contract, any alteration, amendment, modification, or waiver of any clause or condition of is not effective or binding unless made in writing and

signed by the Commissioner of ESD or any ESD authorized representative that has been given delegated authority prior to signing.

19.17.2. Contractor represents and warrants that the person executing this Contract on its behalf has the full right and authority to fully commit and bind Contractor.

19.18. SITE SECURITY

While on ESD premises, Contractor, its agents, employees, or Subcontractors must conform in all respects with physical, fire, or other security policies or regulations.

19.19. USE OF NAME PROHIBITED

19.19.1. The Contractor shall not in any way contract on behalf of or in the name of ESD. Nor shall the Contractor release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning this project without obtaining the prior written approval of ESD.

19.19.2. The parties have mutually agreed to the terms and conditions contained herein, including attached exhibits.

19.20. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing signed by an authorized representative of ESD.

20. ORDER OF PRECEDENCE

In the event of an inconsistency in this Contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable Federal and State Statutes and Regulations;
2. Those Terms and Conditions as contained in this basic contract instrument;
3. The Statement of Work , Exhibit A; and
4. Any other provisions of this Contract whether incorporated by reference or otherwise.

21. INCORPORATED DOCUMENTS

Each of the documents listed below are incorporated into this Contract:

- Exhibit A Statement of Work
- Exhibit B Price Sheet
- Exhibit C Nondisclosure Agreement

22. ELECTRONIC SIGNATURES, COUNTERPARTS, AND DELIVERY

The parties agree that this Contract may be executed in multiple counterparts, each of which is deemed an original and all of which constitute only one agreement; and that electronic signature, or e-signature, of this Contract shall be the same as execution of an original ink

signature; and that e-mail, electronic, or facsimile delivery of a signed copy of this Contract shall be the same as delivery of an original.

23. THE ENTIRE AGREEMENT

This Contract sets forth in full the entire agreement of the parties in relation to the subject matter of this Contract. It supersedes any other agreement, representation, or understandings, verbal or otherwise, relating to the subject matter of this Contract.

IN WITNESS WHEREOF, the parties have executed this Contract.

PINKERTON CONSULTING & INVESTIGATIONS
INC. dba PINKERTON

Washington State
Employment Security Department

DocuSigned by:
Steve Charlebois 7/7/2020
55D55DF64BCE44C...
Signature Date

DocuSigned by:
Jairus Rice 7/7/2020
E9ADEC928656462...
Signature Date

Steve Charlebois
Name

Jairus Rice
Name

Director - Seattle
Title

Administrative Services Director
Title/Division

Exhibit A

Statement of Work

PROACTIVE DELIVERABLES: The Contractor will provide proactive services surrounding internet monitoring for threats or activities presenting a risk to ESD employees, property, partners and/or customers including:

- 1. OSINT/Social Media Report (Business Entity):** Provides an aggregation of available information regarding a business entity. This does not include link analysis. This will be the primary reference source for ongoing social media and OSINT monitoring going forward. This report will require up to four (4) business days to complete and includes collection, analysis, and peer review.
- 2. OSINT Ongoing semi-persistent monitoring:** OSINT monitoring will be executed three (3) times per day as ongoing routine coverage. Intent is to identify threat indicators, direct threats, changes in sentiment, or identification of hostile/potentially hostile groups/individuals or potential protest indicators. If information is revealed indicating a necessary increase in monitoring intervals the client POC will be consulted prior to increasing intervals. Intervals will be increased to six (6) per 24 hour period, and if the threat information garners further scrutiny, continuous monitoring is available. For the purposes of estimating potential costs the basic ongoing interval is utilized with 1 instance of increased intervals (6 per day) every other month.

REACTIVE DELIVERABLES: If a credible threat or activity is identified, the Contractor will notify the ESD Contract Manager so that in consultation with the Contractor, ESD can determine the appropriate response. If deemed appropriate by ESD, the Contractor will provide the following services for ESD employees or property on an as needed basis depending on the identified threats or indications of potential threats or activities.

- 1. OSINT/Social Media Individual Report:** Research based on open source information. Focuses on social media, news, and available court and criminal checks. It is usually used to aid in high risk termination cases, due diligence, or threats issued by individuals or groups to the client or client events. This report may benefit from additional data searches and records checks such as criminal records and name checks following client approval.
- 2. Protective Services:** Based on credible threats or activities, at ESD's request Contractor will provide an Agent for de-escalation, observation and reporting in conjunction with site specific assigned duties. Agents will assist with liaison between client local duty site and local law enforcement. Agents will be in appropriate civilian attire (business casual or as directed) and if armed will operate in a concealed configuration. Agent will perform armed duties in accordance with local laws, client site requirements, and Pinkerton policies and procedures.

Exhibit B
Price Sheet

PINKERTON
17930 International Blvd
Suite 550
SeaTac, WA 98188
Mobile 425-229-2668
www.pinkerton.com



June 30, 2020

**INITIAL COST
ESTIMATE**

Good Afternoon Carole,

Per your request following our discussion on 30 June 2020, the information below is provided as a general estimate not a maximum billable amount. All activities incurring additional cost will only be incurred once agreed upon and approved the client designated responsible party and Pinkerton Director. Estimate calculation breakdown below for your consideration.

Protective Services – Based on an unknown and fluid threat environment the calculation below is based on one (1) individual agent deployment for up to two (2) eight (8) hour duty days and includes estimated mileage using maximum estimated travel, overnight lodging, and daily meals for the purposes of general estimation only.

1 Armed/Unarmed agent 16 hours (\$85.00 per hour): \$1360.00
Mileage of 240 miles (one way) at \$0.575 per mile: \$276.00
Lodging, 1 night: \$125.00 (estimate)
Meals, 2 days (with receipts) at a not to exceed of \$75 per day: \$150.00 (*not to exceed*)

Estimated Investment- **Monthly: \$1911.00 Total (6 months): \$11,466.00**

OSINT/Social Media Report (Business Entity) – Provides an aggregation of available information regarding a business entity. This does not include link analysis This will be the primary reference source for ongoing social media and OSINT monitoring going forward. This report is not expected to exceed \$2000.00 and will require up to four (4) business days to complete which includes collection, analysis, and peer review.

Estimated Investment- **Total (6 months): \$2000.00**

OSINT Ongoing semi-persistent monitoring: OSINT monitoring will be executed three (3) times per day as ongoing routine coverage. Intent is to identify threat indicators, direct threats, changes in sentiment, or identification of hostile/potentially hostile groups/individuals or potential protest indicators. If information is revealed indicating a necessary increase in monitoring intervals the client POC will be consulted prior to increasing intervals. Intervals will be increased to six (6) per 24 hour period, and if the threat information garners further scrutiny, continuous monitoring is available. For the purposes of estimating potential costs the basic ongoing interval is utilized with 1 instance of increased intervals (6 per day) every other month. Costs are outlined below

3 Sweeps per day: \$2500.00 per week
6 Sweeps per day: \$5000.00 per week

Remarks: This communication contains confidential Pinkerton Corporate Risk Management business information, and is intended for the addressee only. The unauthorized use, disclosure, reproduction, forwarding, copying or alteration of this message is strictly prohibited. Any detail cancelled with less than 24 hours' notice will incur a 4 hour minimum charge per assigned agent, as well as associated costs for confirmed support services. Hourly Rate will be higher when protective services are sought in areas where a natural or man-made disaster, state of emergency, curfew or martial law has been declared by Local / State / Federal / International Authorities. Delays in transportation not the fault of Pinkerton will incur additional hourly charges appropriate to the duration of the delay. Plus any additional pre-approved fees or expenses.

Persistent (24hour) monitoring: \$450.00 per day
Summary Report (as requested): \$200.00 each

Estimated Investment - **Monthly (avg): \$11,250.00 Total (6 months): \$67,500**

OSINT/Social Media Individual Report: Research based on open source information.

Focuses on social media, news, and available court and criminal checks. It is usually used to aid in high risk termination cases, due diligence, or threats issued by individuals or groups to the client or client events. This report may benefit from additional data searches and records checks such as criminal records and name checks following client approval. Report base cost is \$1500.00. Cost indicated below is based on one (1) occurrence/request per month. Based on additional resource and time requirements (scope of work) cost may increase. All costs will require client consent before accrual of cost.

Estimated Investment - **Monthly: \$1500.00 Total (6 months): \$9000.00**

Total Estimated Investment (6 months): **Approximately \$90,000**

Please note that all figures above are purely for planning purposes and actual individual costs will vary along with number and duration of individual events and requested reporting. Any and all costs will be discussed with client POC and approved prior to incurring any charges. Above estimates do not include additional services requested by the client or further outlined in forthcoming contractual agreements.

Thank you,

Stephen Charlebois

Steve Charlebois

Director | Seattle

steve.charlebois@pinkerton.com

425-229-2668

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Exhibit C**Nondisclosure Agreement**

I, the undersigned individual will be acting as an employee or subcontractor for the Contractor on the Contract listed below.

I. Pursuant to my capacity in this role, I understand the following:

As an employee or subcontractor of the ESD contractor, I may be given access to records or information that is deemed private and confidential by statute, contract, or other forms of written notice.

Confidential information includes, but is not limited to:

- Personally identifiable information (name, address, SSN, DOB, etc.),
- employee's wages or hours, unemployment insurance benefit records,
- paid family and medical leave records,
- standard industrial classification (sic) codes of individual employers,
- information provided by other entities for cross-matching/fraud purposes or other Paid Family and Medical Leave business purpose,
- security/technical design information regarding any of ESD's information technology systems.

II. By signing this Non-Disclosure Agreement, I agree that I:

1. Will access, use, and disclose Confidential Information only in accordance with the terms of this Agreement, the contract between my employer and ESD and consistent with applicable statutes, regulations, and policies.
2. Have an authorized business requirement to access and use the Confidential Information.
3. Will not use or disclose any Confidential Information gained by reason of this Agreement for any commercial or personal purpose, or any other purpose that is not directly connected with this Agreement or the contract between my employer and ESD.
4. Will not use my access to look up or view information about family members, friends, the relatives or friends of any persons who are not directly related to my assigned job duties.
5. Will not discuss Confidential Information in public spaces in a manner in which unauthorized individuals could overhear and will not discuss Confidential Information with unauthorized individuals, including spouses, domestic partners, family members, or friends.
6. Will protect all Confidential Information against unauthorized use, access, disclosure, or loss by employing reasonable security measures, including physically securing any computers, documents, or other media containing Confidential Information and viewing Confidential Information only on

- secure workstations in non-public areas.
- 7. Will access, use or disclose only the “minimum necessary” Confidential Information required to perform my assigned job duties.
- 8. Will not distribute, transfer, or otherwise share any software with anyone.
- 9.
- 10. Will forward any requests that I may receive to disclose Confidential Information to my supervisor for resolution and will immediately inform my supervisor of any actual or reasonably suspected security breaches involving Confidential Information, or of any access to or use of Confidential Information by unauthorized users.
- 11. Understand at any time, ESD may audit, investigate, monitor, access, and disclose information about my use of the Confidential Information and that my intentional or unintentional violation of the terms of this Agreement may result in revocation of privileges to access the Confidential Information, disciplinary actions against me, or possible civil or criminal penalties or fines under RCW 50.13 or other applicable state or federal law.
- 12. Understand that my assurance of confidentiality and these requirements will continue and do not cease at the time I terminate my relationship with the company.

In signing this form, I state that I have read and understand the above terms of this Non- Disclosure Agreement.

Name (print)

Signature

Date

Contract No. **K6890**

Pinkerton Consulting & Investigations Inc,
DBA Pinkerton

Contractor Name