

#4

City Hall Security RFP



MEMORANDUM

To: Public Safety and Justice Committee
From: Brion Humenay, Senior Management Analyst
Date: December 8th, 2022
Re: Consideration of a Security Services Contract between Allied Universal and the City of SeaTac

Purpose:

The City has selected Allied Universal as our preferred vendor for the City's recently completed Request for Qualifications (RFQ) for security services at City Hall and the municipal Courtroom. A contract for these security services has been drafted but not finalized by all parties. However, the City does not anticipate the draft contract will need to be revised in any significant way. Staff are requesting that the Public Safety and Justice Committee review the terms of the contract and recommend that approval of the final agreement be placed on the consent agenda for a Regular Council Meeting unless there are substantive changes to the draft.

Background:

The City contracts to provide front-of-the-house security services for City Hall and Courtroom operations. Allied Universal is the City's current contractor, and the contract is set to expire at the end of this year.

Allied has been responsive to the City's needs and has provided quality security services during this period. Security services include screening persons, bags, packages, and parcels for weapons and prohibited items at the City of SeaTac Courtroom and City Hall lobby area. Security officers also provide visitor assistance with directions and general information, as well as conduct foot patrols of City Hall grounds to identify suspicious activity.

Selection Process:

The City Manager's Office developed the Request for Qualifications (RFQ) in combination with the Police Department. The RFQ (attached) was issued on Oct 3rd, 2022, and closed October 24th, 2022. Only one applicant submitted a response to the City's request, Allied Universal (attached). An interview with Allied was held on November 23rd, 2022. The City believes that Allied presented a strong package with their RFQ submission and the subsequent interview and believes that they can provide quality security services during this upcoming contract period.

Contract Parameters:

The initial term of the contract will start January 1, 2023, and run through December 31, 2025, with the option to renew for three additional one-years term if mutually agreed to by both parties.

Allied will provide two security officers that are projected to work a total of 75 hours per regular work week. The City will be billed at an hourly rate, and the total contract is projected to cost \$131,227 in both 2023 and 2024.

Budget Impact:

The contract amount is a bit above the funds allocated within the 2023-2024 Biennial Budget, which projected \$95,997 for 2023 and \$100,797 for 2024. These services are budgeted within the General Fund (001) and the City anticipates that it will be able to cover this overage using unspent money within the Police contract with the King County Sheriff's Office.

Alternatives:

1. Re-advertise the RFQ for review and selection of another firm. However, this would cause delays in finalizing negotiations and approving a contract prior to the end of the year and would result in a disjointed approach until a consistent contractor is named.
2. Staff security areas with police officers. However, this would be a deviation from their mission, require additional Full-time equivalents, and disrupt and constrain Police Department schedules and services.

Recommendation:

For the Public Safety and Justice Committee to review the terms of the contract and recommend that approval for the contract be placed on the consent agenda at a Regular Council Meeting.

Security Services Contract

Public Safety & Justice Committee

12/08/2022



PRESENTATION OVERVIEW

PURPOSE OF PRESENTATION

To seek Committee support for the security services contract with Allied Universal

WHY IS THIS ISSUE IMPORTANT?

1. The City has currently contracts for security services for City Hall and Courtroom operations
2. Current contract is expiring at end of the year.



POTENTIAL COUNCIL ACTION

COUNCIL ACTION REQUESTED

- Authorize staff to approve the final agreement on the consent agenda for a Regular Council Meeting unless there are substantive changes to the draft

STAFF RECOMMENDATION

- Committee review the draft contract and approve placement of the contract on the consent agenda at a Regular Council Meeting unless there are substantive changes to the draft

REVIEWS TO DATE



BACKGROUND

Current Contract:

- **5/15/2018-12/31/2022**

Services Include:

- **Screening persons, bags, packages, and parcels for weapons and prohibited items**
- **Providing visitor assistance**
- **Foot patrols of City Hall grounds**



PUBLIC PROCESS

SELECTION PROCESS:

- Issued RFQ Oct 3rd- Oct 24th
- One applicant
- Interview November 23rd



Contract Parameters

Terms:

- 3-year contract, 3 options to renew for additional 1 year
- 2 security officers
- Billed hourly



IMPACT AND ALTERNATIVES

Fiscal Impact:

- Projected cost \$131,227 per year
- 2023-2024 budget allocated \$95,997 and \$100,797

Alternatives:

- Re-advertise the RFQ for review and select another firm
- Staff security areas with police officers



POTENTIAL COUNCIL ACTION

COUNCIL ACTION REQUESTED

- Authorize staff to approve the final agreement on the consent agenda for a Regular Council Meeting unless there are substantive changes to the draft

STAFF RECOMMENDATION

- Committee review the draft contract and approve placement of the contract on the consent agenda at a Regular Council Meeting unless there are substantive changes to the draft

REVIEWS TO DATE





REQUEST FOR QUALIFICATIONS

Contract Security Services

Issue Date: October 3rd, 2022

Closing Date: October 24th, 2022

Contact

Troy Smithmeyer

Phone: 206.973.4902

Email: troy.smithmeyer@seatacwa.gov

Vendor Information

Firm Name: _____

Contact Name: _____

Address: _____

City: _____ State _____ Zip _____

Phone: _____ Fax: _____

E-Mail: _____

Emails Proposals by 4:00 P.M., October 24th to:

City of SeaTac

SeaTac Police Department

Troy Smithmeyer

troy.smithmeyer@seatacwa.gov

Phone: 206.973.4902

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Attachments:

1. SUBMITTAL INSTRUCTIONS

To be eligible for consideration to this Request for Qualifications or “RFQ”, proposals must be received by the City of SeaTac no later than **4:00 p.m. PST, October 24th, 2022**. Proposals must be submitted via email. Receipt time is deemed to be the email’s receipt as logged by City’s email system. **Late proposals will not be accepted.**

Proposals shall contain all required information as defined within **Section 7 – Requirements for Submittal**. Proposals must be submitted to the City of SeaTac, SeaTac Police Department by email to troy.smithmeyer@seatacwa.gov. The subject line should read **“Contract Security Services”**.

Hardcopy proposals will not be accepted.

Proposers shall be fully responsible for all costs incurred in the preparation and submittal of their proposals.

2. GENERAL INFORMATION

Incorporated in February 1990, the City of SeaTac is located in the Pacific Northwest, approximately midway between the cities of Seattle and Tacoma in the State of Washington. The City has a population of 32,000. SeaTac is a vibrant community, economically strong, environmentally sensitive, and people-oriented. The City boundaries surround the Seattle-Tacoma International Airport, (approximately 3 square miles in area) which is owned and operated by the Port of Seattle.

3. DESCRIPTION OF PROJECT

Contract security services provider (Contractor) will provide unarmed physical security services to the City of SeaTac city-owned facilities. The main physical security services would be for courtroom screening operations and the City Hall Building during normal business hours. Additional physical services may include additional hours in these locations outside of normal business hours and additional services for other city owned and operated buildings along with conducting mobile patrol operations at various City Park facilities, Video surveillance monitoring of the building, and property access control and security badge operations.

4. EXPECTED TERM OF RESULTING AGREEMENT

The Initial contract period will be from January 1, 2023 to December 31, 2025. The contract may be extended for three (3) additional 1-year by mutual agreement between the parties.

5. REQUIREMENTS AND SCOPE OF WORK

Licensing Requirements

1. Contractor shall provide Licensed Security Officers as defined under the laws of the State of Washington ([18.170 RCW](#)) to perform all work described in the proposal
2. Contractor shall be a Licensed Private Security Company as defined under the laws of the State of Washington ([18.170 RCW](#)) and shall administer the City of SeaTac account from a corporate/company office physically located in the Puget Sound region.

Security Officer Background Investigations and Pre-Employment Screening Requirements

1. Provide completed description of process for background investigation of all security officers assigned to the City of SeaTac contract. The background check shall include the following at a minimum”
 - a. Must be a minimum of eighteen (18) years of age.
 - b. Verification of employment eligibility through the E-Verify system.
 - c. Criminal records check.
 - d. Driver’s license and driving record check.
 - e. Drug screen.
 - f. Verification of military services as possible
 - g. Employment history verification.
 - h. Education history verification.
 - i. Personal reference check.
 - j. All security officers assigned to the City of SeaTac account must submit to and clear a background investigation as determined by the City of SeaTac Police Department.
 - k. Contractor shall establish and maintain a corrective action and progressive discipline policy and procedure to address contract employee performance issues.

Training and Appearance Requirements

1. Provide a complete description a general security officer training program of on less than forty (40) hours provided to security officers by contractor prior to the security officer’s first day of work in the City of SeaTac facilities. Contractor is responsible for development and delivery of course material and documentation of training.
2. Provide a complete description of City of SeaTac account specific security officer training program of no less than twenty-four (24) hours provided to security officers by contractor prior to the security officer’s first day of work in the City of SeaTac facilities. Contractor is responsible for development and delivery of course material and documentation of training.
3. Provide a complete description of contractor’s process and program for provision of security officers who are fully capable and qualified to staff courtroom security screening checkpoints and fully trained in the operation of courtroom security screening equipment prior to assignment. Screening equipment includes walk through metal detectors and hang held metal detectors. The City’s physical security program for the courtroom currently performs screenings during court sessions, and probation meetings.
4. Provide complete description of contractor’s process and program for provision of security officers who have successfully completed a certified First Aid/CPR/AED training course prior to assignment to City of SeaTac facilities.
5. Provide complete description of contractor’s process and program for annual in-service training of security officers on subjects pertaining to City of SeaTac security operations, court security, Courtroom screening, and general security operations.
6. Provide complete description of contractor’s process and program for provision of security officers who have successfully completed a certified workplace safety program.
7. Provide complete description of contractor’s process and program for provision of security officers with uniforms appropriated to the environment, ensuring a professional appearance and fit. Uniforms shall clearly identify Contractor’s employees as security officers. Contractor is responsible to ensure uniforms are well maintained and worn/damaged uniforms are replaced promptly. Contractor shall ensure its security officers wear the uniforms properly and that uniforms are near, clean, and pressed at the beginning of each shift.
8. Provide a complete description of contractor’s use of force policy as well as the contractor’s training program and schedule related to the use of force.

Scope of Work

Provide completed description of contractor's process and program for provision of physical security services including, but not limited to the following:

1. Foot Security Patrol
 - a. Foot Security Patrols will frequently and systematically patrol assigned areas with a particular awareness for hazardous conditions, suspicious and/or unlawful activity, disorderly or unusual activity and violations of City security procedures.
2. Courtroom Security and Probation Appointment Security Operations
 - a. Courtroom Security Operations include screening persons, bags, packages and parcels for weapons and prohibited items at the City of SeaTac Courtroom by using walk through metal detectors and handheld metal detectors. The discovery of weapons and prohibited items are reported to the City Police Department.
 - b. Probation Appointment Security Operations include screening persons, bags, packages and parcels for weapons and prohibited items at the City of SeaTac Courtroom lobby area and Probation office by using walk through metal detectors and handheld metal detectors. The discovery of weapons and prohibited items are reported to the City Police Department.
3. Security Officer Scope of Work and Requirements
 - a. Highly Visible Foot Patrol
 - b. Systems Monitoring
 - c. Response to calls for security services from City employees at City Facilities and to assist in managing disruptive customers and escort them from the facility when necessary
 - d. Assist employees in the correct use of physical protection services
 - e. Visitor assistance regarding directions, general City Hall information and referral to appropriate City departments to obtain detailed information regarding City services.
 - f. Professional interaction and liaison with law enforcement officers responding to duress alarms and other calls for law enforcement services
 - g. Detection, identification, and reporting of physical security vulnerabilities to the City Police Department
 - h. Strict adherence to post orders, policies, procedures, and chain of command
 - i. Strict adherence to applicable law, policy, and procedure regarding use of force
 - j. Demonstrate professional appearance, conduct, demeanor, and command presence always
 - k. Carry mobile phone issued by contractor to communicate with the City Police Department
 - l. Configure and maintain security access levels and time zones (future)
 - m. Partner with the City to issue, track, and recover City ID badges for contractors, partner agencies, and authorized staff (future)
 - n. Communicate with internal and external customers as required
 - o. Perform other duties as required

Current services only extend to bullet (a) below. However, the City reserves the right to extend services to the optional areas outlined below during the contract:

- a. City Hall Building and Parking Facilities – 480 South 188th Street
 - i. Foot patrol, emergency response, systems monitoring, and courtroom security operations
- b. (Optional) Valley Ridge – 4644 South 188th Street
 - i. Vehicle and foot patrol, emergency response, systems monitoring
- c. (Optional) SeaTac Community Center – 13735 24th Ave. S
 - i. Vehicle and foot patrol, emergency response, systems monitoring, special events security
- d. (Optional) Various City Parks
 - i. Vehicle and foot patrol, emergency response, systems monitoring, special events security
- e. (Optional) Public Works/Park Maintenance Facility – 2000 South 136th Street
 - i. Vehicle and foot patrol, emergency response, systems monitoring

Contract Management and Leadership Team Requirements

- a. Contractor shall establish and maintain a highly experienced and qualified leadership team responsible for the management of contract security staff and operations; ensuring consistent delivery of services as required by City of SeaTac throughout the term of the contract.
- b. Contractor shall provide a dedicated Account Manager responsible for leading, training, and supervising contractor's employees and security operations. The Account Manager serves as the primary point of contact for the City of SeaTac Security Manager. The Account Manager shall have extensive and demonstrated experience in security enforcement and leadership positions. The Account Manager position is not billable to the City.
- c. Contractor's dedicated Account Manager is required to attend any City of SeaTac security meetings as necessary and present reports on the contract security program and operations as directed.
- d. Contractor shall prepare and operate a staffing schedule designed to serve the needs of the City security program and operations as determined by the City of SeaTac. The staffing schedule shall be reviewed and approved by the City in advance of implementation. The staffing schedule shall comply with budgetary requirements as communicated to the contractor by the City.
- e. Contractor shall meet with the City as needed to review contract security operations, performance, metrics, accounting and other issues as required.

Miscellaneous Requirements

- a. Contractor shall develop a performance accountability program and provide performance metrics to the City of SeaTac for use in monitoring Contractor's performance of the scope of work and other performance requirements. This requirement includes comprehensive incident tracking and reporting.
- b. Contractor shall, in cooperation with the City, develop and maintain standard operating procedures for all Contractor's security operations in City of SeaTac facilities. Current copies of said standard operating procedures shall be provide to the City of SeaTac Police Department.
- c. Contractor shall provide and maintain communications equipment for use by Contractor's employees. Billable amounts for communications devices shall be listed as a separate line item on invoices.

- d. Contractor shall be capable of providing additional fully trained and equipped security officers to supplement the security staff assigned to the City of SeaTac in order to maintain full staffing at all times and provide additional staffing on short notice in the event of emergency or critical incident.

Posts and Schedules – Subject to change at the discretion of the City

Site	Position/Post	Schedule	Hrs/Week
City Hall Building	Courtroom/ City Hall/ Foot Patrol	M-F 0800-1700	45

6. RFQ TIMELINE

RFQ Issued	October 3 rd , 2022
Deadline for Written Questions (12:00pm local time)	October 17 th , 2022
Proposals due	October 24 th , 2022
Firms notified for interviews	November 11 th , 2022
Interviews	Mid-Late November 2022
Consultant selected applicants notified	Late November 2022
Execution of contract	January 2023

7. REQUIREMENTS FOR SUBMITTAL

- a. Name, local address, and phone number of the firm proposed for this contract.
- b. The names and number of years the firm has been in business under current or previous names or additional assumed business names.
- c. The name and resume of each individual assigned to this project and the individual assigned to backup the primary person in his/her absence and similar information concerning each individual to be provided by subcontract.
- d. The name and title of the person authorized to execute a contract on behalf of the firm
- e. A statement outlining any exceptions to the City’s requirements or clarifications to the requirements.
- f. Any additional services or procedures of benefit to the City not specifically required herein, which the Contractor offers to provide.
- g. Provide complete pricing.
- h. References listing customers with similar systems or volume requirements.
- i. The caption, cause number, Court, Counsel, and general summary of any litigation pending or judgment rendered within the past three (3) years against the contractor
- j. Not the extent, if any, of the following situations to which the firm, association, or corporation or any person in the controlling capacity associated therewith or any position involving the administration of Federal, State, or local funds is:
 - i. Currently under suspension, debarment, voluntary exclusion, or determination of eligibility by any agency.
 - ii. Has been suspended, debarred, voluntarily excluded, or determined ineligible by any agency within the past years

- iii. has a proposed debarment pending
- iv. indicated, convicted, or has a civil judgment rendered against said person, firm association, or corporation by a court of competent jurisdiction in any matter involving fraud or misconduct within the past three (3) years.
- k. In addition to any specific requirements requested in the proposal, the following documents must be completed and submitted with the proposal.
 - i. Required signature page

The entire proposal shall not exceed twenty-five (25) pages; excluding the front and back covers, dividers, cover sheet, table of contents, and letter of introduction (maximum two pages).

8. CONSULTANT SELECTION CRITERIA

Matters relating to qualifications to meet the City's needs will received highest priority in evaluation. Matters relating to the means of meeting those needs described in the proposal will be considered secondary. Actual prices may be used to select successful offers and pricing methods and flexibility offered by a proposer for use in negotiation of a resulting contract may be considered in evaluation. After a proposal and the City's needs and appropriate pricing of selected tasks. If negotiation fail for any reason, including price, the City may choose to negotiate with others to obtain an appropriated contract for needed services.

Firms will be evaluated on the following criteria:

1. The ability of the firm to service this account based on the contemplated scope of work and volume of business.
2. The experience of the firm, length of time in business and other matters relating to relevant experience.
3. Experience of individuals assigned to this account
4. Appropriateness and flexibility of pricing arrangements.
5. The firm's approach to this work, including compliance with requirements, innovative offerings, services offered, and other related matters.
6. Past performance with work provided to the City.

9. RFQ QUESTIONS/CLARIFCAITONS

Questions shall be submitted to the City of SeaTac, SeaTac Police Department by email to troy.smithmeyer@seatacwa.gov **no later than the date and time referenced in the timeline on this page.** Please reference the RFQ in the subject line of the email when submitting questions.

1. Oral questions will not be answered. Questions must be in written form and submitted by email. An addendum to this RFQ will be issued by the SeaTac Police Department as a result of questions generated under this Request for Qualifications.
2. A Silent Period is established between the time the City develops the RFQ and the time the City recommend award of the RFQ. The Silent Period includes the issuance, submittal receipt, and evaluation of the RFQ. All proposers, consultants, or individuals acting on their behalf are hereby prohibited from contacting or lobbying any City employee, official, or

representative regarding this RFQ during the Silent Period other than the SeaTac Police Department. All communications regarding this RFQ shall be directed to the email defined above. Failure to observe the Silent Period may disqualify the proposer and/or delay or void the RFQ.

10. SUBMITTAL DISPOSITION

The Consultant will be required to use the City of SeaTac Consultant Services Agreement (Attachment A) and accept all language contained within. Any consultant having significant reservations concerning use of this Agreement should not submit a request.

11. GENERAL TERMS AND CONDITIONS

The following terms and conditions apply to all proposals to provide services to City of SeaTac:

- A. City of SeaTac expressly reserves the following rights:
 - a. To reject any and/or all irregularities in the proposals submitted.
 - b. To reject any or all proposals or portions thereof.
 - c. To base awards with due regard to quality of services, experience, compliance with specifications, and other such factors as may be necessary in the circumstances.
 - d. To make the award to any vendor or combination of vendors whose proposal(s), in the opinion of the City, is in the best interest of the City.
- B. In the event negotiations are not completed with the top-ranked consultant team, negotiations may proceed with the next most qualified team or teams.
- C. All proposals must be submitted to the City of SeaTac, SeaTac Police Department by email to troy.smithmeyer@seatacwa.gov. The subject line should read "RFQ Response-Contract Security Services".
- D. Any proposal or modification received after the hour and date specified will not be accepted. Receipt time is deemed to be the email's receipt as logged by City's email system.
- E. All documents, reports, proposals, submittals, working papers, or other materials prepared by the consultant pursuant to this proposal shall become the sole and exclusive property of the City, and the public domain, and not the property of the consultant. The consultant shall not copyright, or cause to be copyrighted, any portion of said items submitted to the City because of this solicitation.
- F. Insurance - The consultant shall procure and maintain insurance as outlined below for the duration of this Agreement. Any Commercial General Liability and Automobile Liability insurance policies obtained shall be underwritten by insurance companies which have an A.M. Best's rating of A VII or better, licensed to do business in the State of Washington. Liability insurance policies shall specifically name the City, its elected or appointed officials, officers, employees and volunteers as Primary-Non-Contributory Additional Insureds of said policies.

The consultant shall not begin work under the Agreement until all required insurance has been obtained and until such insurances have been received by the City. The consultant shall file with the City a certificate of insurance evidencing that the policies are in force. The certificate shall be accompanied by policy endorsements as are necessary to comply with these requirements.

The types and limits insurance are as follows:

COMMERCIAL GENERAL LIABILITY-Comprehensive Form

\$1,000,000 per occurrence liability /\$2,000,000 annual aggregate.

Coverage to include Premise and Operations Liability

Blanket Contractual

OCP for subcontractors liability

Product and Completed Operations Liability

Stop Gap Liability-\$1,000,000/\$1,000,000/\$1,000,000

Primary-Non Contributory Additional Insured coverage for the City et.al.

AUTOMOBILE LIABILITY

\$1,000,000 per accident bodily injury and property damage liability, including any owned, hired or non-owned automobile.

WORKER'S COMPENSATION

Employees of Contractor and Subcontractors are to be insured under Washington State Industrial Insurance.

The General Aggregate provision of the Contractor's insurance policies shall be amended to show that the General Aggregate Limit of the policies applies separately to this contract.

Failure of the Contractor to fully comply with the requirements regarding insurance will be considered a material breach of contract and shall be cause for immediate termination of the contract.

12. ADDENDA

If at any time the City changes, revises, deletes, clarifies, increases, or otherwise modifies the RFQ, the City will issue a written addendum to the RFQ and post on the City website. It is the Proposer's responsibility to check for addenda and other new documents online.

13. TITLE VI STATEMENT

The City of SeaTac, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation, issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined as 49 CFR part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

14. ACCOMMODATIONS FOR PERSONS WITH DISABILITIES

The City is committed to meeting the requirements of the Americans with Disabilities Act (ADA). To access this document in other formats please contact Troy Smithmeyer at troy.smithmeyer@seatacwa.gov.

REQUIRED SIGNATURE PAGE FOR PROPOSAL

I, the undersigned, having carefully examined the Request for Qualifications, propose to furnish services in accordance therewith as set forth in the attached proposal.

I further agree that this proposal will remain in effect for not less than sixty (60) calendar days from the date that proposals are due, and that this proposal may not be withdrawn or modified during that time.

Being first duly sworn, on my oath, I hereby certify that this proposal is genuine and not a sham or collusive proposal, or made in the interests or on behalf of any person not therein named; and I have not directly or indirectly induced or solicited any consultant or supplier on the above work to put in a sham proposal or any person or corporation to refrain from submitting a proposal; and that I have not in any manner sought by collusion to secure to myself an advantage over any other contractor(s) or person(s).

In order to induce the City to consider this proposal, the proposer irrevocably waives any existing rights which it may have, by contract or otherwise, to require another person or corporation to refrain from submitting a proposal to or performing work or providing supplies to City of SeaTac, and proposer further promises that it will not in the future directly or indirectly induce or solicit any person or corporation to refrain from submitting a bid or proposal to or from performing work or providing supplies to City of SeaTac.

Signature _____

Printed Name _____

Firm Name _____

Address _____

Phone _____

UBI No: _____

THIS PAGE MUST BE SIGNED AND RETURNED WITH PROPOSAL

COVER LETTER



October 24, 2022

Troy Smithmeyer
SeaTac Police Department
City of SeaTac
4800 S 188th St
SeaTac, WA 98188

Dear Mr. Smithmeyer,

Thank you for the opportunity to present our proposal to City of SeaTac.

Allied Universal® is committed to developing and delivering security programs specific to each client's needs. Our relationships with our employees and clients are at the heart of everything we do. The result is an unrelenting focus on your success. The solutions presented in this proposal are designed to address your challenges and help you meet your goals.

When you partner with Allied Universal®, you'll benefit from:

Extensive resources - Highly skilled personnel are readily available to meet your daily and emergency needs.

Specialized expertise - Managers and Trainers are focused on the nuances of your account, recruiting and preparing top Security Professionals, and implementing protocols to meet your specifications.

Leading technology - The widest offering of technology solutions and services in the industry is at your disposal.

Best practices - Security and industry-specific best practices are shared and deployed across teams and locations to ensure you experience the most relevant and applicable service solutions.

We look forward to building a partnership with City of SeaTac that is rooted in quality and value. Developing high-quality, customized, and integrated security solutions that bring your security vision to life is our passion. Through our people and leading services, systems, and solutions...**Allied Universal® is There for you.®**

If you have any questions or are ready to set up a meeting to review this proposal, please call me at 206-391-8097.

Sincerely,

Joseph Breaux
General Manager

An Allied Universal® Proposal for City of SeaTac

Submitted by:
Joseph Breaux
General Manager
Allied Universal Security Services
Tel: 206.391.8097
Email: joseph.breaux@aus.com

Presented to:
Troy Smithmeyer
SeaTac Police Department
City of SeaTac
Tel: 206.973.4902
Email: troy.smithmeyer@seatacwa.gov



ALLIED UNIVERSAL
There for you.

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A. Name, local address, and phone number of the firm proposed for this contract.....	3
B. The names and number of years the firm has been in business under current or previous names or additional assumed business names.....	4
C. The name and resume of each individual assigned to this project and the individual assigned to backup the primary person in his/her absence and similar information concerning each individual to be provided by subcontract.	5
D. The name and title of the person authorized to execute a contract on behalf of the firm.....	2
E. A statement outlining any exceptions to the City’s requirements or clarifications to the requirements.	3
F. Any additional services or procedures of benefit to the City not specifically required herein, which the Contractor offers to provide.	3
G. Provide complete pricing.	8
H. References listing customers with similar systems or volume requirements.....	9
I. The caption, cause number, Court, Counsel, and general summary of any litigation pending or judgment rendered within the past three (3) years against the contractor	10
J. Not the extent, if any, of the following situations to which the firm, association, or corporation or any person in the controlling capacity associated therewith or any position involving the administration of Federal, State, or local funds is:	10
<i>i. Currently under suspension, debarment, voluntary exclusion, or determination of eligibility by any agency.</i>	<i>10</i>
<i>ii. Has been suspended, debarred, voluntarily excluded, or determined ineligible by any agency within the past years.....</i>	<i>10</i>
<i>iii. has a proposed debarment pending.....</i>	<i>11</i>
<i>iv. indicated, convicted, or has a civil judgment rendered against said person, firm association, or corporation by a court of competent jurisdiction in any matter involving fraud or misconduct within the past three (3) years.</i>	<i>11</i>
K. In addition to any specific requirements requested in the proposal, the following documents must be completed and submitted with the proposal.....	12

STATEMENT OF PROPRIETARY INFORMATION: This proposal contains proprietary information regarding Allied Universal® and is not for public disclosure. Dissemination and reproduction may only be made after written permission by an authorized representative of Allied Universal® is granted. This document was prepared and is submitted in confidence to the recipient. It is submitted solely for use by your management for the purpose of review in connection with an invitation to submit a proposal to provide security services.

**A. NAME, LOCAL ADDRESS, AND
PHONE NUMBER OF THE FIRM
PROPOSED FOR THIS CONTRACT.**



REQUEST FOR QUALIFICATIONS

Contract Security Services

Issue Date: October 3rd, 2022

Closing Date: October 24th, 2022

Contact

Troy Smithmeyer

Phone: 206.973.4902

Email: troy.smithmeyer@seatacwa.gov

Vendor Information

Firm Name: Universal Protection Service, LP d/b/a Allied Universal Security Services

Contact Name: Joseph Breaux

Address: 14824 Westminster Way

City: N. Shoreline State WA Zip 98133

Phone: 206-391-8097

Fax: _____

E-Mail: joseph.breaux@aus.com

Emails Proposals by 4:00 P.M., October 24th to:

City of SeaTac

SeaTac Police Department

Troy Smithmeyer

troy.smithmeyer@seatacwa.gov

Phone: 206.973.4902

B. THE NAMES AND NUMBER OF YEARS THE FIRM HAS BEEN IN BUSINESS UNDER CURRENT OR PREVIOUS NAMES OR ADDITIONAL ASSUMED BUSINESS NAMES.

Allied Universal® has operations in 96 countries. Our company is led by Steve Jones, President, Global Chief Executive Officer, and North America Chief Executive Officer. Operations in North America are provided under the Allied Universal® brand. Outside of North America, we operate as G4S, an Allied Universal® Company, with Ashley Almanza as the International Executive Chairman.

Our global operating regions are managed by CEOs who are each responsible for one of our six regions: (1) North America; (2) UK and Ireland; (3) Africa and Middle East; (4) Europe; (5) Asia Pacific; and (6) Latin America. Our structure enables us to deliver our strategic objectives, maintain strong governance frameworks, develop integrated solutions, target key regional markets, and build customer relationships. Each country is part of one region and maintains local offices that provide security solutions and a high level of responsiveness and services support to clients. At the local level, Allied Universal® sales and support offices are staffed with Security Professionals who serve key functions such as Operations Director, Branch Manager, Human Resources Specialist, Scheduler, Recruiter, and Trainer, and Training Manager.

Allied Universal® has been providing quality security services and highly trained personnel since 1957 to clients in a wide range of industry sectors. We provide proactive security services and cutting-edge smart technology to deliver evolving, tailored solutions that allow our clients to focus on their core business. Building the world's best services company, we continue to expand our footprint and infrastructure on a global and local level. In North America, we operate our business under the existing Allied Universal® brand, and our international business operates under the G4S brand. Today we operate in more than 96 countries with an experienced team of approximately 800,000 employees and over 1,400 local offices each focused on delivering on our promise: keeping people safe so our communities can thrive. We believe there is no greater purpose than serving and safeguarding customers, communities, and people. Wherever you are, Allied Universal® is There for you.®

C. THE NAME AND RESUME OF EACH INDIVIDUAL ASSIGNED TO THIS PROJECT AND THE INDIVIDUAL ASSIGNED TO BACKUP THE PRIMARY PERSON IN HIS/HER ABSENCE AND SIMILAR INFORMATION CONCERNING EACH INDIVIDUAL TO BE PROVIDED BY SUBCONTRACT.



Joseph "Jay" Breaux
General Manager, Shoreline, WA, Allied Universal®

Mr. Breaux has over thirty years of security and management experience. Joseph's areas of excellence are in private security, loss prevention, and emergency response/preparedness.

Before joining Allied Universal®, Mr. Breaux has held several positions with many notable companies since he started his career in 1989. Most recently, he worked with G4S Security Services for almost 12 years, Mr. Breaux developed himself and drove forward into several roles before being promoted to the position of Director of Operations for the entirety of Washington State. Since joining Allied Universal®, He now manages more than 30,000 hours in his current role and has driven several successful new business opportunities. Prior to his time in the civilian sector, Joseph served as a distinguished Master at Arms in the United States Navy with the Military Police.

Joseph Breaux holds a BS in Criminal Justice; He also holds numerous security certifications and has been awarded several distinguished service medals during his time with the Navy.



NICK ORLIK
Regional Vice President - Northwest Region, Allied Universal®

With extensive experience in every major vertical market, Nick Orlik is responsible for complete operational and fiduciary oversight of the branches under his command throughout his six-state region. He ensures the resources are in place for recruiting, hiring, onboarding, training, supervision and all administrative functions, keeping our branch managers on task to provide exceptional service.

Before joining Allied Universal®, he worked with ABM Security Services for almost 20 years, working his way up through multiple roles to the position of Senior Branch Manager. As an Operations Manager, early in his career, Nick started out managing approximately 100 employees. Since joining Allied Universal®, he has held several senior management positions building up to his current role as Regional Vice President, where he now manages over 6,000 Security Professionals who support and secure hundreds of clients and their facilities.

Nick Orlik studied Administration of Justice at Santa Monica College and is the company's Principle License holder for the State of Washington Department of Licensing.



CHARLES BOHNENBERGER
Vice President - Government Services, Allied Universal®

Charles Bohnenberger entered the private security industry more than a decade ago, bringing extensive experience in the public and private sectors. He leads our business in the local, state and federal government markets to provide security services to public agencies. He is responsible for contract compliance, financial performance, service offerings and brand development in such specialties as airports, port facilities, transit systems, government-owned utilities, courthouses and federal government

facilities.

His experience in the public sector includes serving as a senior advisor to Pennsylvania Governor and former United States Secretary of Homeland Security Tom Ridge, and as an appointee in the George H.W. Bush Administration serving on the White House staff. His private sector experience includes serving as Senior Consultant with IBM and as IBM's Liaison to the United States Department of Homeland Security, where he coordinated the company's efforts supporting the establishment of that Federal Agency. He has also served as Senior Vice President and Team Leader of Government Banking for Santander Bank.

Charles holds a Bachelor of Arts in Political Science from Villanova University and a Master of Public Administration from the University of Pennsylvania. He is a Certified Maritime Facility Security Officer and holds the American Association of Airport Executives' ACE Certification for Aviation Security. He represents Allied Universal® as a member of industry-related organizations such as the American Public Transit Association (APTS), the International Association of Chiefs of Police (IACP), the National Sheriff's Association (NSA), and the National Association of Security Companies (NASCO) Federal Protective Service Advisory Council. He holds positions on various committees within these organizations and serves as a subject matter expert to their membership, helping to develop best practices and industry standards.



TRACY FULLER
President - Government Services, Allied Universal®

Our Government Services Division serves as the organization's Subject Matter Experts (SMEs) for all aspects of government contracting with Federal, State and Local agencies. During her tenure with Allied Universal®, Tracy Fuller helped lead the organization to becoming the industry leader in the state and local government markets and in her current role as President - Government Services, Tracy is responsible for guiding marketing strategy, customer initiatives, contract compliance and

industry engagement while achieving organizational goals and objectives.

Tracy has also served as President of Summit Off Duty Services and Chief Commercial Officer at ACTS-Aviation Security. Under her leadership with Summit Off Duty Services, the organization transformed from a regional to a national provider of off duty security services, working with enterprise customers and law enforcement agencies across the nation. As Chief Commercial Officer with ACTS-Aviation Security, Tracy focused on the organization's market growth in the aviation security industry in North America, understanding the evolving threats and challenges to airports and airlines and ensuring the company's security programs supported the aviation industry's initiatives and regulatory compliance.

Tracy represents Allied Universal[®] to various organizations focused on the government security industry including American Association of Airport Executives (AAAE), Association of Asia Pacific Airlines (AAPA), Airports Council International - North America (ACI-NA), Airport Law Enforcement Agencies Network (ALEAN) and Safe Skies Alliance. She is also an active member on numerous industry committees and projects and a frequent speaker and moderator for industry conferences.



ERIC R. MCGARTY

Regional President - Northwest Region, Allied Universal[®]

Eric McGarty has been with Allied Universal[®] since 2002. Since joining Allied Universal[®], Eric has held various roles in the Northwestern Region. In his current role as Regional President of the Northwest Region, Eric is responsible for all operational, financial, and administrative functions in his region.

Before joining Allied Universal[®], Eric was the Fire Protection and Construction Specialist with HILTI, and was the General Manager with Aramark Uniform Services.

Eric earned his Certified Protection Professional (CPP) security management designation from ASIS in 2002. He is also a certified trainer for both CPR/EAD, First Aid, and Arial Mirror for customer service. Eric is an active member of the American Society of Industrial Security (ASIS), Building Owners Management Association (BOMA), and IFMA.



MIKE SMIDT

Chief Operations Officer (COO) - West and Mexico, Allied Universal[®]

Mike Smidt has been with the company since 2003. As COO of Allied Universal[®], he has oversight of more than 100 offices, 150,000 plus Security Professionals and over \$6.5 billion in annual revenue.

He previously served as President, Northwest Region for Allied Universal[®]. Prior to that post, he held senior-level roles at various security companies, including Securitas and American Protective Services, Inc.

Mike is an executive board member of the California Association of Licensed Security Agencies, Guards and Associates (CALSAGA), and serves as our licensing manager in California for the Bureau of Security and Investigative Services (BSIS). He has also been a member of ASIS International since 1992.

D. THE NAME AND TITLE OF THE PERSON AUTHORIZED TO EXECUTE A CONTRACT ON BEHALF OF THE FIRM.

Joseph Breaux, General Manager Shoreline Branch

E. A STATEMENT OUTLINING ANY EXCEPTIONS TO THE CITY'S REQUIREMENTS OR CLARIFICATIONS TO THE REQUIREMENTS.

Allied Universal is not taking any exceptions under this RFP.

F. ANY ADDITIONAL SERVICES OR PROCEDURES OF BENEFIT TO THE CITY NOT SPECIFICALLY REQUIRED HEREIN, WHICH THE CONTRACTOR OFFERS TO PROVIDE.

Our Service Delivery Model

We believe strongly in the importance of partnering with our clients. We will be immersed in your culture and as dedicated to your security program as you are. When you partner with Allied Universal®, we guarantee to make value to the City of SeaTac security program visible, accountable, measurable, and transparent. Our teams and management dedicate themselves to being responsive to your needs and engaged and aligned with your program goals.



Our client focused service delivery model helps ensure we meet City of SeaTac's needs and remain dedicated to client satisfaction. We use a formal process, DX4 (Discover, Develop, Deliver, Document), to understand your needs and bring continuous improvement to your security program. As part of our process, we will meet regularly with City of SeaTac to review our progress and assess your current and future priorities.



During the DISCOVER stage, we will learn what matters most to City of SeaTac. We will examine current concerns and existing priorities. We also will explore City of SeaTac's future expectations. We will DEVELOP a customized plan next. We tailor this plan to meet your specific needs. Your plan also will identify priorities and include documentation and performance standards to be tracked.



These steps prepare us to focus on our ability to continually DELIVER what is important to you. Our formal Operations Business Reviews (OBRs) play a key role in making this step visible and measurable. We use these reviews to identify accomplishments, create benchmarks for future reviews, and establish measurable goals.

We will review City of SeaTac's security program with you on a regular basis to ensure we are succeeding in meeting and exceeding your

expectations. We DOCUMENT each client contact, and track and trend all initiatives, as well as any incidents that may occur as we strive for continuous operational excellence.

Experienced Local Management

Proactive Local Management

Allied Universal® empowers local management to make decisions based on City of SeaTac's unique business needs, and we set high standards for service. Our local managers maintain these standards through effective supervision and continuous performance monitoring.

Local managers routinely perform random security service inspections at Allied Universal® client sites. Inspections help ensure Security Professionals consistently meet your expectations and that we meet our contract obligations. Our inspections:



- Offer management the opportunity to provide hands-on training, mentoring, and supervisory support to Security Professionals.
- Allow Security Professionals to demonstrate proficiency at their duties under close, expert observation.
- Provide positive reinforcement and opportunities for feedback and promote communication between supervisors and field personnel.
- Identify areas of improvement or recommend service-enhancing post orders changes for City of SeaTac's site.
- Show our Security Professionals that we care about their professional development and give them the opportunity to provide Allied Universal® management teams with direct feedback to ensure we meet their needs, as well as City of SeaTac's expectations.

Post Orders

Post orders and standard operations procedures manuals identify the expectations for your security team's daily activities. Local managers create, implement and update these documents in collaboration with City of SeaTac. For City of SeaTac, post orders will include all current service data and requirements. Allied Universal® Field Trainers, Shift and Site Supervisors, Field Supervisors, and account and branch management teams train Security Professionals on site-specific post orders and security operations manuals during their on-the-job training, re-training, daily inspections, and roll calls.

Incident Reporting

Allied Universal® Security Professionals complete training in accurate, detailed, and clear report writing to ensure emergency incidents at City of SeaTac's site are thoroughly documented, especially cases that might involve law enforcement or insurance company investigations. Each Security Professional will provide a report for any circumstances that require explanation, such as assistance of emergency units or notification of civil authority, as well as accidents, personal injuries, and criminal activity. We maintain a file of incident reports on-site along with a summary report, if

necessary. Regularly reviewing incident reports also helps Allied Universal® identify security trends that may indicate a need for adjustments to City of SeaTac's security program.

Reporting and Business Intelligence

The success of City of SeaTac's security program is directly linked to the performance of your security team. To ensure Allied Universal® Security Professionals provide ongoing, world-class security services, our Account Managers use our business intelligence platform to analyze key account performance metrics that equip them with the insights and actionable data they need to deliver high-quality security programs. These include:

- Real-time tracking of account KPIs for improved, data-driven decision making
- Reports on management procedures and best practice compliance that contribute to high-performance security programs
- Customized alerts that help managers quickly identify problem trends by notifying them when specific metrics are not met or outside of preferred guidelines
- Real-time, custom operational business reviews to track and report account performance to customers

Client Operational Business Review (OBR)

Our Client Operational Business Review card provides metrics on the health of City of SeaTac's security operations, as well as tracking of contractual deliverables, to assist management in making key decisions with regard to operational performance. Key performance indicator (KPI) metrics include turnover rate, active tenure, invoicing discrepancies, and non-billed service hours. Account Managers assume the primary responsibility for collecting and reporting on these metrics. Allied Universal® recommends reporting these metrics on a monthly basis to stay abreast of operational performance. Our business intelligence platform provides instant capabilities to track KPIs. Other benefits include tracking contractual deliverables regarding periodic meetings/touchpoints, medical enrollments, invoicing, and budget creep.



Customizable Business Intelligence Reports

Reports are instantly available through eHUB, our secure client portal, or can be generated by your Account Manager using WinTeam®, our fully integrated payroll, billing, and scheduling system. WinTeam allows us to provide detailed, customizable reports to City of SeaTac on such account criteria as shift personnel schedules, overtime and scheduling conflict warnings, performance, personnel information, and streamlined payroll and billing data.

Painless Compliance Tracking

Compliance tracking through the EDGE®, our learning management system, allows Security Professional training completion to be recorded and reported accurately. Trainers and managers are able to track security professional progress through initial, specialty, and refresher training, verify

compliance, and discuss training status with you at any time. Compliance tracking is also available through eHUB to monitor job-related compliance standards, such as external regulations and licensing.

Comprehensive Quality Assurance Program

Proactive and Ongoing Quality Assurance

Allied Universal® will review and monitor City of SeaTac's security program regularly to ensure maximum operational efficiency and satisfactory performance of contractual obligations at all times.

We use a number of quality assurance tools to measure client satisfaction and identify any opportunities for improvement. These include account audits, performance evaluations and inspections, on-site focus groups, and regular feedback through Allied Universal® Voice. We also solicit feedback from and share best practices for on-site safety and hazardous situations with our Security Professionals in order to enhance our level of service, add value to City of SeaTac's security program, and ensure compliance.

Our Quality Assurance Program



Quality Business Reviews
Regularly scheduled assessments

Quality Assurance Tools

- Account Audits
- Account Standards
- Performance Evaluations
- Management Inspections
- On-Site Focus Groups

Allied Universal Voice
Measuring your experience from day one to help ensure the consistent delivery of excellent service



Comprehensive Performance Measurements

Allied Universal® is committed to providing world-class service to City of SeaTac at all times. To achieve this, we measure our performance constantly on multiple levels. Some of our key performance evaluation criteria include fulfillment of contract terms and goals, employee recruiting and retention, recognizing and rewarding success, and maintaining our focus on continuous service improvement.

Customer Action Plan

We use a formal Customer Action Plan for any and all issues that arise. This plan documents your concerns and assigns a due date and responsible party to correct the situation. Once we resolve the issue to your satisfaction, we will ask City of SeaTac to sign the Customer Action Plan Form acknowledging we successfully addressed your concerns.

Internal Quality Audit

Through regular internal quality audits of your security program, Allied Universal® reviews services continuously to ensure our Security Professionals effectively meet City of SeaTac needs and respond to any potential site changes. Our internal quality audits also provide us with valuable insights that we use to develop service-enhancing initiatives and training programs designed to provide you with the highest quality of security services in the industry.

We track and analyze security program metrics related to account compliance, personnel performance, site inspections, and data from client surveys and focus groups to guarantee we meet and exceed City of SeaTac's expectations.



PERFORMANCE MEASUREMENTS

- Weekly Service Hours (OT/Billed OT & Hours)
- Goals & Improvement Processes
- Incidents
- Customer Satisfaction (Survey Results)
- Training & Performance Evaluations
- Employee Retention & Tenure
- Accomplishments & Best Practices
- Trends

The infographic features a dark blue background with white icons for each metric. Below the list is a photograph of a hand pointing at a digital interface with various data charts and a 'KPI' label.



INTERNAL QUALITY AUDITS

- Account Standards**
All accounts must comply with standards mutually agreed upon between the client and Allied Universal management.
- Performance Evaluations**
Hourly personnel and management staff receive formal performance evaluations every year. All evaluations are tracked in our integrated human resources system.
- Management Inspections**
Our local management team is committed to regular, non-scheduled inspections at each client location. These inspections are used to promote consistent service delivery.

The infographic shows a person in a dark uniform with a glowing circular overlay containing a checkmark and a document icon. The background is a blurred cityscape at night.

G. PROVIDE COMPLETE PRICING.

Breakdown	Hours per Week	Pay Rate	Bill Rate	OT/Holiday PR	Holiday BR	Month	Year
SP 1	40	\$21.00	\$35.05	\$31.50	\$52.58	\$5,958.91	\$71,507.27
SP 2	32	\$21.00	\$35.05	\$31.50	\$52.58	\$4,767.13	\$57,205.54
72						\$10,726.04	\$128,712.81

Billing rates include all wages, payroll taxes and insurance, medical, training, background screening, uniforms, overhead, and profit.

Holidays: Vendor recognizes the following mandated holidays. Security officers working on these days will be paid time and one-half. Client will be billed at the overtime rate/holiday (1.4%) rate for those days listed below

- New Year's Day
- Martin Luther King Jr Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Christmas

H. REFERENCES LISTING CUSTOMERS WITH SIMILAR SYSTEMS OR VOLUME REQUIREMENTS.

Our clients can best speak to our commitment to quality security services and our reputation for building long-term relationships. We invite you to contact them for feedback on their experience with us.

Company Name Snohomish County

Project Address

Type of Facility:	Court House
Hours per Week:	588
Service Started:	02/14/2022
Customer Name:	David Casey
Customer Phone:	425-754-2780
Customer Email:	david.casey@co.snohomish.wa.us
Scope of Service:	Allied Universal provides security and court screening services for Snohomish
Other:	Some specific duties are viewing CCTV

Company Name City of Seattle

Project Address

Type of Facility:	Court House, Seattle Police headquarters and Seattle City Hall
Hours per Week:	1270
Service Started:	12/1/2020
Customer Name:	Tinel Stfanescu
Customer Phone:	206-233-7812
Customer Email:	Tinel.stefanescu@seattle.gov
Scope of Service:	Allied Universal provides security and court screening services for the City OF Seattle Civic Campus. The Civic Campus is composed of the Seattle Municipal Tower, Seattle Municipal Court, Seattle Police Headquarters and Seattle City Hall.
Other:	Some specific duties are viewing CCTV where we have access to over 200 cameras throughout the Civic Campus and off-site buildings.

I. THE CAPTION, CAUSE NUMBER, COURT, COUNSEL, AND GENERAL SUMMARY OF ANY LITIGATION PENDING OR JUDGMENT RENDERED WITHIN THE PAST THREE (3) YEARS AGAINST THE CONTRACTOR

Allied Universal® is not involved in any arbitration and/or legal proceeding that we expect to have a material adverse effect on our business, financial condition, or results of operations. Like any security provider, Allied Universal® is subject to routine litigation in the ordinary course of its business, some of which involves claims resulting from the conduct of its security operations. We maintain general liability and other insurance coverage which we believe adequately insure us against the risks associated with these claims.

J. NOT THE EXTENT, IF ANY, OF THE FOLLOWING SITUATIONS TO WHICH THE FIRM, ASSOCIATION, OR CORPORATION OR ANY PERSON IN THE CONTROLLING CAPACITY ASSOCIATED THEREWITH OR ANY POSITION INVOLVING THE ADMINISTRATION OF FEDERAL, STATE, OR LOCAL FUNDS IS:

I. CURRENTLY UNDER SUSPENSION, DEBARMENT, VOLUNTARY EXCLUSION, OR DETERMINATION OF ELIGIBILITY BY ANY AGENCY.

As the world's leading global security company with numerous clients, Allied Universal® is occasionally subject to routine civil litigation, administrative enforcement actions, employment-related claims, and similar legal proceedings in the ordinary course of its business, some of which involves claims resulting from the conduct of its operations. We maintain general liability and other insurance coverage which we believe adequately insure us against the risks associated with these claims. There is no ongoing civil litigation, administrative enforcement action, employment-related claims, or similar legal proceeding that would have a materially adverse impact on Allied Universal® its operations or its financial condition or our ability to provide services; nor, to our best knowledge, information and belief, is any such civil litigation, administrative enforcement action, employment-related claims, or similar legal proceeding pending or threatened.

II. HAS BEEN SUSPENDED, DEBARRED, VOLUNTARILY EXCLUDED, OR DETERMINED INELIGIBLE BY ANY AGENCY WITHIN THE PAST YEARS

Allied Universal has not been suspended, debarred, voluntarily excluded, or determined ineligible by any agency within the past years.

III. HAS A PROPOSED DEBARMENT PENDING

Allied Universal has no pending debarment.

IV. INDICATED, CONVICTED, OR HAS A CIVIL JUDGMENT RENDERED AGAINST SAID PERSON, FIRM ASSOCIATION, OR CORPORATION BY A COURT OF COMPETENT JURISDICTION IN ANY MATTER INVOLVING FRAUD OR MISCONDUCT WITHIN THE PAST THREE (3) YEARS.

As the world's leading global security company with numerous clients, Allied Universal[®] is occasionally subject to routine civil litigation, administrative enforcement actions, employment-related claims, and similar legal proceedings in the ordinary course of its business, some of which involves claims resulting from the conduct of its operations. We maintain general liability and other insurance coverage which we believe adequately insure us against the risks associated with these claims. There is no ongoing civil litigation, administrative enforcement action, employment-related claims, or similar legal proceeding that would have a materially adverse impact on Allied Universal[®] its operations or its financial condition or our ability to provide services; nor, to our best knowledge, information and belief, is any such civil litigation, administrative enforcement action, employment-related claims, or similar legal proceeding pending or threatened.

K. IN ADDITION TO ANY SPECIFIC REQUIREMENTS REQUESTED IN THE PROPOSAL, THE FOLLOWING DOCUMENTS MUST BE COMPLETED AND SUBMITTED WITH THE PROPOSAL.

I. REQUIRED SIGNATURE PAGE

REQUIRED SIGNATURE PAGE FOR PROPOSAL

I, the undersigned, having carefully examined the Request for Qualifications, propose to furnish services in accordance therewith as set forth in the attached proposal.

I further agree that this proposal will remain in effect for not less than sixty (60) calendar days from the date that proposals are due, and that this proposal may not be withdrawn or modified during that time.

Being first duly sworn, on my oath, I hereby certify that this proposal is genuine and not a sham or collusive proposal, or made in the interests or on behalf of any person not therein named; and I have not directly or indirectly induced or solicited any consultant or supplier on the above work to put in a sham proposal or any person or corporation to refrain from submitting a proposal; and that I have not in any manner sought by collusion to secure to myself an advantage over any other contractor(s) or person(s).

In order to induce the City to consider this proposal, the proposer irrevocably waives any existing rights which it may have, by contract or otherwise, to require another person or corporation to refrain from submitting a proposal to or performing work or providing supplies to City of SeaTac, and proposer further promises that it will not in the future directly or indirectly induce or solicit any person or corporation to refrain from submitting a bid or proposal to or from performing work or providing supplies to City of SeaTac.

Signature 

Printed Name Joseph Breaux

Firm Name Universal Protection Service, LP
d/b/a Allied Universal Security Services

Address 14824 Westminster Way, N. Shoreline, WA 98133

Phone 206.391.8097

UBI No: _____

 **ALLIEDUNIVERSAL[®]**

**CONSULTANT CONTRACT
BETWEEN THE CITY OF SEATAC AND ALLIED UNIVERSAL**

THIS AGREEMENT is made and entered into on this 1st day of January, 2023, by and between the CITY OF SEATAC, a municipal corporation of the State of Washington, hereinafter referred to as “City”, and ALLIED UNIVERSAL, hereinafter referred to as the “Consultant,” and hereinafter referred to collectively as the “Parties.” The City hereby agrees to retain the Consultant, as an independent contractor, and the Consultant hereby agrees to serve the City pursuant to this Agreement.

1. Duration of Agreement.

This Agreement shall be for the term of January 1, 2023, to December 31, 2025. However, this Agreement may be extended for up to three (3) additional one (1) year terms upon mutual agreement of the parties.

2. Scope of Services.

The Consultant agrees to perform in a good and professional manner the tasks described on Exhibit “A” attached hereto and incorporated herein by this reference. (The tasks described on Exhibit “A” shall be individually referred to as a “task,” and collectively referred to as the “services.”) The Consultant shall perform the services as an independent contractor and shall not be deemed, by virtue of this Agreement and the performance thereof, to have entered into any partnership, joint venture, employment or other relationship with the City.

3. Additional Services.

From time-to-time hereafter, the Parties hereto may agree to the performance (by the Consultant) of additional services with respect to related work or projects. Any such agreements shall be set forth in writing and shall be executed by the Parties prior to the Consultant’s performance of the services, except as may be provided to the contrary in Section 3 of this Agreement. Upon proper completion and execution of an amendment (Consultant Contract Amendment), such amendment shall be incorporated into this Contract and shall have the same force and effect as if the terms of such amendment were a part of this Contract as originally executed. The performance of services pursuant to an amendment shall be subject to the terms and conditions of this Contract except where the amendment provides to the contrary, in which case the terms and conditions of any such amendment shall control. In all other respects, any amendment shall supplement and be construed in accordance with the terms and conditions of this Agreement.

4. Performance of Additional Services Prior to Execution of an Amendment.

The Parties hereby agree that situations may arise in which services other than those described on Exhibit “A” are desired by the City and the time period for the completion of such services makes the execution of amendment impractical prior to the commencement of the Consultant’s performance of the requested services. The Consultant hereby agrees that it shall perform such services upon the oral request of an authorized representative of the City pending execution of an amendment, at a rate of compensation to be agreed upon

by the Parties. The invoice procedure for any such additional services shall be described in Section 7 of this Agreement.

5. Consultant's Representations.

The Consultant hereby represents and warrants that it has all necessary licenses and certifications to perform the services provided for herein and is qualified to perform such services.

6. City's Responsibilities.

The City shall do the following in a timely manner so as not to delay the services of the Consultant:

- A. Designate in writing a person to act as the City's representative with respect to the services. The City's designee shall have complete authority to transmit instructions, receive information, interpret and define the City's policies and decisions with respect to the services.
- B. Furnish the Consultant with all information, criteria, objectives, schedules and standards for the project and the services provided for herein.
- C. Arrange for access to the property or facilities as required for the Consultant to perform the services provided for herein.
- D. Examine and evaluate all studies, reports, memoranda, plans, sketches, and other documents prepared by the Consultant and render decisions regarding such documents in a timely manner to prevent delay of performance of the services.

7. Acceptable Standards.

The Consultant shall be responsible to provide, in connection with the services contemplated in this Agreement, work product and services of a quality and professional standard acceptable to the City.

8. Compensation.

As compensation for the Consultant's performance of the services provided for herein, the City shall pay the Consultant the fees and costs specified on Exhibit "B" attached hereto and incorporated herein by this reference, or as specified in an addendum. The Consultant shall submit to the City an invoice or statement of time spent on tasks included in the scope of work provided herein, and the City shall process the invoice or statement in the next billing/claim cycle following receipt of the invoice or statement and shall remit payment to the Consultant thereafter in the normal course, subject to any conditions or provisions in this Agreement or addendum.

9. Ownership and Use of Documents.

All documents, reports, memoranda, diagrams, sketches, plans, surveys, design calculations, working drawings and any other materials created or otherwise prepared by the Consultant as part of its performance of this Agreement ("Work Product") shall be owned by and become the property of the City, and may be used by the City for any purpose beneficial to the City.

10. Records Inspection and Audit.

All compensation payments shall be subject to the adjustments for any amounts found upon audit or otherwise to have been improperly invoiced, and all records and books of accounts pertaining to any work performed under this Agreement shall be subject to inspection and audit by the City for a period of up to three (3) years from the final payment for work performed under this Agreement.

11. Public Records.

The Consultant acknowledges that the City is a public agency subject to the Public Records Act codified in Chapter 42.56 of the Revised Code of Washington and documents, notes, emails, and other records prepared or gathered by the Consultant in its performance of this Agreement may be subject to public review and disclosure, even if those records are not produced to or possessed by the City of SeaTac. Consultant agrees to cooperate fully in satisfying the City's duties and obligations under the Public Records Act.

12. Continuation of Performance.

In the event that any dispute or conflict arises between the Parties while this Agreement is in effect, the Consultant agrees that, notwithstanding such dispute or conflict, the Consultant shall continue to make a good faith effort to cooperate and continue work toward successful completion of assigned duties and responsibilities.

13. Administration of Contract.

This Agreement shall be administered by ALLIED UNIVERSAL, on behalf of the Consultant, and by the Mayor of the City, or designee, on behalf of the City. Any written notices required by the terms of this Agreement shall be served on or mailed to the following addresses:

CITY OF SEATAC:

City of SeaTac
Attn.: Brion Humenay,
City Manager's Office
4800 S. 188th Street
SeaTac, WA 98198
Telephone: (206) 973-4811
Email: bhumenay@seatacwa.gov

CONSULTANT:

Allied Universal
Attn.: Joseph Breaux
General Manager
Telephone: (206) 391-8097
Email: joseph.breaux@aus.com

14. Notices.

All notices or communications permitted or required to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered in person or deposited in the United States mail, postage prepaid, for mailing by certified mail, return receipt requested, and addressed, if to a party of this Agreement, to the address for the party set forth above, or if to a person not a party to this Agreement, to the address designated by a party to this Agreement in the foregoing manner.

Any party may change its address by giving notice in writing, stating its new address, to

any other party, all pursuant to the procedure set forth in this Section of the Agreement.

15. Indemnification.

The Consultant shall indemnify and hold harmless the City and its elected and appointed officers, officials, employees, volunteers and agents, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of, or arising out of the negligent acts or omissions of the Consultant, its officers, employees, agents, or any of them relating to or arising out of the performance of this Agreement. If a final judgment is rendered against the City, its elected and appointed officers, officials, employees, volunteers, agents and/or any of them, or jointly against the City and the Consultant and their respective officers, employees, agents, or any of them, the Consultant shall satisfy the same to the extent that such judgment was due to the Consultant's negligent acts or omissions.

16. Insurance.

The Consultant shall be responsible for maintaining, during the term of this Agreement, and, at its sole cost and expense, the types of insurance coverages and in the amounts described below. The Consultant shall furnish evidence, satisfactory to the City, of all such policies. During the term hereof, the Contractor shall take out and maintain in full force and effect the following insurance policies:

The minimum insurance types and limits are as follows:

COMMERCIAL GENERAL LIABILITY-Comprehensive Form

\$1,000,000 per occurrence liability/\$2,000,000 annual aggregate, coverage to include Premise and Operations Liability
Blanket Contractual
OCP for Subcontractors Liability
Product and Completed Operations Liability
Stop Gap Liability - \$1,000,000/\$1,000,000/\$1,000,000

AUTOMOBILE LIABILITY

\$1,000,000 per accident bodily injury and property damage liability, including any owned, hired or non-owned automobile

ERRORS AND OMISSIONS

\$1,000,000 per occurrence liability

PROFESSIONAL LIABILITY, ERRORS & OMISSIONS

\$1,000,000 per occurrence, and in the aggregate

WORKER'S COMPENSATION

Employees of Consultant and subcontractors are to be insured under Washington State Industrial Insurance.

The above policy limits may be obtained through the use of excess liability (umbrella) insurance. Consultant must obtain a Certificate of Insurance that complies with the requirements above, which must be approved by the City's Risk Management division.

Failure of the Contractor to fully comply with the requirements regarding insurance will be considered a material breach of contract and shall be cause for immediate termination of this Agreement.

17. Assignment.

Neither party to this Agreement shall assign any right or obligation hereunder, in whole, or, in part, without the prior written consent of the other party hereto. No assignment or transfer of any interest under this Agreement shall be deemed to release the assignor from any liability or obligation under this Agreement, or to cause any such liability or obligation to be reduced to a secondary liability or obligation.

18. Amendment, Modification or Waiver.

No amendment, modification or waiver of any condition, provision or term of this Agreement shall be valid, or, of any effect, unless made in writing, signed by the party or Parties to be bound, or such party's or Parties' duly authorized representative(s) and specifying with particularity the nature and extent of such amendment, modification or waiver. Any waiver by any party of any default of the other party shall not affect or impair any right arising from any subsequent default.

Nothing herein shall limit the remedies or rights of the Parties hereto under and pursuant to this Agreement.

19. Termination and Suspension.

Either party may terminate this Agreement upon written notice to the other party if the other party fails substantially to perform in accordance with the terms of this Agreement through no fault of the party terminating the Agreement.

The City may terminate this Agreement not less than seven (7) days written notice to the Consultant, if the services provided for herein are no longer needed from the Consultant, and/or if the legislative body of the City does not appropriate funds in the City budget to pay for such services.

If this Agreement is terminated through no fault of the Consultant, the Consultant shall be compensated for services performed prior to termination in accordance with the rate of compensation provided in Exhibit "B" hereof.

20. Parties in Interest.

This Agreement shall be binding upon, and the benefits and obligations provided for herein shall inure to and bind, the Parties hereto and their respective successors and assigns, provided that this Section shall not be deemed to permit any transfer or assignment otherwise prohibited by this Agreement. This Agreement is for the exclusive benefit of the Parties hereto and it does not create a contractual relationship with or exist for the

benefit of any third-party, including contractors, subcontractors and their sureties.

21. Costs to Prevailing Party.

In the event of such litigation or other legal action, to enforce any rights, responsibilities or obligations under this Agreement, the prevailing Parties shall be entitled to receive its reasonable attorneys' fees and costs.

22. Applicable Law.

This Agreement and the rights of the Parties hereunder shall be governed by the interpreted in accordance with the laws of the State of Washington and venue for any action hereunder shall be in the county in Washington State in which the property or project is located, and, if not site specific, then in King County, Washington; provided, however, that it is agreed and understood that any applicable statute of limitation shall commence no later than the substantial completion of the services by the Consultant.

23. Captions, Headings and Titles.

All captions, headings or titles in the paragraphs or sections of this Agreement are inserted for convenience of reference only and shall not constitute a part of this Agreement or act as a limitation of the scope of the particular paragraphs or sections to which they apply. As used herein, where appropriate, the singular shall include the plural and vice versa and masculine, feminine and neutral expressions shall be interchangeable. Interpretation or construction of this Agreement shall not be affected by any determination as to who is the drafter of this Agreement, this Agreement having been drafted by mutual agreement of the Parties.

24. Severable Provisions.

Each provision of this Agreement is intended to be severable. If any provision hereof is deemed illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

25. Entire Contract.

This Agreement contains the entire understanding of the Parties hereto with respect to the transactions contemplated hereby and supersedes all prior agreements and understandings between the Parties with respect to such subject matter.

26. Counterparts.

This Contract may be executed in multiple counterparts, each of which shall be one and the same Contract and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other party.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be executed effective the day and year first set forth above.

CITY OF SEATAC:

CONTRACTOR:

By: _____
Printed Name: Carl C. Cole
Its: City Manager
Date: _____

By: _____
Printed Name: _____
Its: _____
Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Printed Name: Cindy Corsilles
Its: Senior Assistant City Attorney

By: _____
Printed Name: _____
Its: _____

Exhibit A
Scope of Services

Contractor shall provide the following:

1. Security Services for City Hall Building and Parking Facilities
 - a. Foot Security Patrol
 - i. Officers will frequently and systematically patrol assigned areas with a particular awareness for hazardous conditions, suspicious and/or unlawful activity, disorderly or unusual activity and violations of City security procedures.
 - b. Courtroom Security and Probation Appointment Security Operations
 - i. Courtroom Security Operations include screening persons, bags, packages and parcels for weapons and prohibited items at the City of SeaTac Courtroom by using walk through metal detectors and handheld metal detectors. The discovery of weapons and prohibited items are reported to the City Police Department.
 - ii. Probation Appointment Security Operations include screening persons, bags, packages and parcels for weapons and prohibited items at the City of SeaTac Courtroom lobby area and Probation office by using walk through metal detectors and handheld metal detectors. The discovery of weapons and prohibited items are reported to the City Police Department.
 - c. Security Officer Scope of Work will include:
 - i. Systems Monitoring.
 - ii. Response to calls for security services from City employees at City Facilities and to assist in managing disruptive customers and escort them from the facility when necessary.
 - iii. Assist employees in the correct use of physical protection services.
 - iv. Visitor assistance regarding directions, general City Hall information and referral to appropriate City departments to obtain detailed information regarding City services.
 - v. Professional interaction and liaison with law enforcement officers responding to duress alarms and other calls for law enforcement services.
 - vi. Detection, identification, and reporting of physical security vulnerabilities to the City Police Department.
 - vii. Strict adherence to post orders, policies, procedures, and chain of command.
 - viii. Strict adherence to applicable law, policy, and procedure regarding use of force.

- ix. Demonstrate professional appearance, conduct, demeanor, and command presence always.
- x. Carry mobile phone issued by contractor to communicate with the City Police Department.
- xi. Configure and maintain security access levels and time zones (future).
- xii. Partner with the City to issue, track, and recover City ID badges for contractors, partner agencies, and authorized staff (future).
- xiii. Communicate with internal and external customers as required.
- xiv. Perform other duties as required.

2. Licensing Requirements

- a. Contractor shall provide Licensed Security Officers as defined under the laws of the State of Washington (18.170 RCW) to perform all work described in the proposal.
- b. Contractor shall be a Licensed Private Security Company as defined under the laws of the State of Washington (18.170 RCW) and shall administer the City of SeaTac account from a corporate/company office physically located in the Puget Sound region.

3. Contract Management and Leadership Team Requirements

- a. Contractor shall establish and maintain a highly experienced and qualified leadership team responsible for the management of contract security staff and operations; ensuring consistent delivery of services as required by City of SeaTac throughout the term of the contract.
- b. Contractor shall provide a dedicated Account Manager responsible for leading, training, and supervising contractor's employees and security operations. The Account Manager serves as the primary point of contact for the City of SeaTac Security Manager. The Account Manager shall have extensive and demonstrated experience in security enforcement and leadership positions. The Account Manager position is not billable to the City.
- c. Contractor's dedicated Account Manager is required to attend any City of SeaTac security meetings as necessary and present reports on the contract security program and operations as directed.
- d. Contractor shall prepare and operate a staffing schedule designed to serve the needs of the City security program and operations as determined by the City of SeaTac. The staffing schedule shall be reviewed and approved by the City in advance of implementation. The staffing schedule shall comply with budgetary requirements as communicated to the contractor by the City.
- e. Contractor shall meet with the City as needed to review contract security operations, performance, metrics, accounting and other issues as required.

4. Miscellaneous Requirements

- a. Contractor shall develop a performance accountability program and provide performance metrics to the City of SeaTac for use in monitoring Contractor's performance of the scope of work and other performance requirements. This requirement includes comprehensive incident tracking and reporting.
- b. Contractor shall, in cooperation with the City, develop and maintain standard operating procedures for all Contractor's security operations in City of SeaTac facilities. Current copies of said standard operating procedures shall be provide to the City of SeaTac Police Department.
- c. Contractor shall provide and maintain communications equipment for use by Contractor's employees. Billable amounts for communications devices shall be listed as a separate line item on invoices.

Exhibit B
Compensation: Consultant's Fees and Costs

Compensation and Pricing for the first term of the contract will follow the pay table provided by Allied Universal within their RFP submission.

Breakdown	Hours per Week	Bill Rate	Holiday Bill Rate	Month	Year
SP 1	40	\$35.05	\$49.07	\$6,075.33	\$72,904.00
SP 2	32	\$35.05	\$49.07	\$4,860.27	\$58,323.20
	70			\$10,935.60	\$131,227.20

The Contractor recognizes the following mandated holidays. Security officers working on these holidays will be paid time and one-half. The City will be billed at the overtime rate/holiday (1.4%) rate for those days listed below:

- New Year's Day
- Martin Luther King Jr Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Christmas Day

#5

Indigent Defense RFP



MEMORANDUM

To: Public Safety and Justice Committee
From: Brion Humenay, Senior Management Analyst
Date: December 8th, 2022
Re: Consideration of an Indigent Defense Contract between Stewart MacNichols Harmell, Inc. P.S. and the City of SeaTac

Purpose:

The City has selected Stewart MacNichols Harmell, Inc. P.S. (SMH) as our preferred vendor for the City's recently completed Request for Qualifications (RFQ) for indigent defense services. A contract for these indigent defense services has been drafted but not finalized. The contract is substantially in the form as attached and the City does not anticipate major amendments. Staff are requesting that the Public Safety and Justice Committee review the terms of the agreement and recommend that approval of the final agreement be placed on the consent agenda for a Regular Council Meeting unless there are substantive changes to the draft.

Background:

The City, through State Law (RCW 10.101 Indigent Defense Services) and SeaTac Municipal Code (SMC 2.10 Municipal Court) is required to provide indigent defense services for those individuals meeting the criteria stipulated in RCW 10.101.

The City has contracted for indigent defense services to meet the requirement for many years. The City currently contracts with Stewart MacNichols Harmell to provide these services and has contracted with SMH through several agreements since 2008. The current contract that was signed in January of 2019 is set to expire at the end of this year.

SMH is a firm that specializes in providing public defense for municipal court within our region and the City has been pleased with the firm's past performance.

Selection Process:

With technical assistance from the City's Legal Department, the City Manager's Office developed a RFQ (attached). The request was issued on October 3 and was originally scheduled to close on October 24. However, the RFQ was extended through November 7 (see attached addendum) to allow for additional applications to be submitted. Only SMH submitted a response to the City's RFQ during the extended application period. An interview with SMH was held on November 18. Both the RFQ submission (attached) and the subsequent interview provided solid assurances that SMH will continue to meet the City's needs regarding providing a strong indigent defense for its defendants.

Contract Parameters:

The initial term of the contract will start January 1, 2023, and run through December 31, 2024, with the option to renew for one additional two-year term if mutually agreed to by both parties. The contract assumes forty (40) cases will be appointed per month, and a monthly flat fee of \$16,000 will be billed to the City. \$400 will be added to or reduced from this monthly fee for each case above or below this forty-case threshold.

The City will also be billed for any cases that go to appeal at a rate of \$1,000 per instance. It is projected that this will occur between two and six times per year. The total contract shall not exceed \$192,000 per year unless additional appointments or appeals are assigned to the contractor.

Budget Impact:

The contract amount is consistent with the 2023-2024 Biennial Budget which allocated \$430,000 in the biennium for indigent defense services. These services are budgeted within the General Fund (001) and this amount includes money set aside for the appointment of conflict defense services.

Alternatives:

Re-advertise the RFQ for review and select another firm. However, this would cause delays in finalizing negotiations and approving a contract prior to the end of the year and would result in a disjointed approach until a consistent contractor is named.

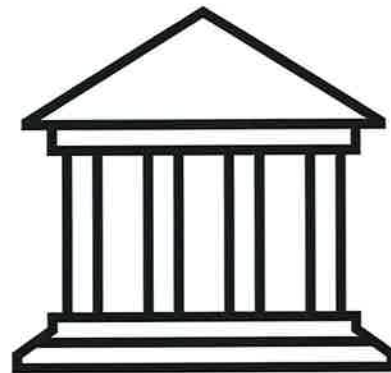
Recommendation:

Staff recommends that the Public Safety & Justice Committee review the draft contract and approve placement of the contract substantially in the form as attached be placed on the consent agenda at a Regular Council Meeting.

Indigent Defense Contract

Public Safety & Justice Committee

12/08/2022



PRESENTATION OVERVIEW

PURPOSE OF PRESENTATION

To seek Committee support for the indigent defense contract with Stewart MacNichols Harmell, Inc. P.S.

WHY IS THIS ISSUE IMPORTANT?

1. The City, through State Law (RCW 10.101 Indigent Defense Services) and SeaTac Municipal Code (SMC 2.10 Municipal Court) is required to provide indigent defense services for those individuals meeting the criteria stipulated in RCW 10.101.
2. The City has contracted for indigent defense services to meet the requirement for many years.
3. Current contract is expiring at end of the year.



POTENTIAL COUNCIL ACTION

COUNCIL ACTION REQUESTED

- Authorize staff to approve the final agreement on the consent agenda for a Regular Council Meeting unless there are substantive changes to the draft

STAFF RECOMMENDATION

- Committee review the draft contract and approve placement of the contract on the consent agenda at a Regular Council Meeting unless there are substantive changes to the draft

REVIEWS TO DATE



BACKGROUND

Past Performance:

- The City has contracted with SMH since 2008
- Current contract 1/1/2019-12/31/2022



PUBLIC PROCESS

SELECTION PROCESS:

- Issued RFQ Oct 3rd- Oct 24th
- Extended deadline to November 7th
- One applicant
- Interview November 18th



Contract Parameters

Terms:

- 2-year contract, 1 option to renew for additional 2 years
- \$16,000 flat monthly fee / \$400 per case
- Reconcile monthly above/below 40 case threshold
- \$1,000 per appeal



IMPACT AND ALTERNATIVES

Fiscal Impact:

- **\$192,000 per year**
- **Consistent with 2023-2024 budget allocation (\$215,000 per year including conflict defense)**

Alternatives:

- **Re-advertise the RFQ for review and select another firm**



POTENTIAL COUNCIL ACTION

COUNCIL ACTION REQUESTED

- Authorize staff to approve the final agreement on the consent agenda for a Regular Council Meeting unless there are substantive changes to the draft

STAFF RECOMMENDATION

- Committee review the draft contract and approve placement of the contract on the consent agenda at a Regular Council Meeting unless there are substantive changes to the draft

REVIEWS TO DATE





REQUEST FOR QUALIFICATIONS

Indigent Defense Services

Issue Date: October 3rd, 2022

Closing Date: October 24th, 2022

Contact

Anita Woodmass

Phone: 206.973.4839

Email: awoodmass@seatacwa.gov

Vendor Information

Firm Name: _____

Contact Name: _____

Address: _____

City: _____ State _____ Zip _____

Phone: _____ Fax: _____

E-Mail: _____

Emails Proposals by 4:00 P.M., October 24th to:

City of SeaTac

City Manager's Office

Anita Woodmass

awoodmass@seatacwa.gov

Phone: 206.973.4839

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Attachments:

1. SUBMITTAL INSTRUCTIONS

To be eligible for consideration to this Request for Qualifications or "RFQ", proposals must be received by the City of SeaTac no later than **4:00 p.m. PST, on October 24th, 2022**. Proposals must be submitted via email. Receipt time is deemed to be the email's receipt as logged by City's email system. **Late proposals will not be accepted.**

Proposals should be prepared simply and economically, providing a straightforward, concise description of provider capabilities to satisfy the requirements of the request. Special bindings, colored displays, promotional materials, etc. are not desired. Emphasis should be on completeness and clarity of content.

Proposals shall contain all required information as defined within **Section 6 – Requirements for Submittal**. Proposals must be submitted to the City of SeaTac, City Manager's Office by email to awoodmass@seatacwa.gov. The subject line should read "**RFQ Response-Indigent Defense Services**".

Hardcopy proposals will not be accepted.

Proposers shall be fully responsible for all costs incurred in the preparation and submittal of their proposals.

2. GENERAL INFORMATION

Incorporated in February 1990, the City of SeaTac is located in the Pacific Northwest, approximately midway between the cities of Seattle and Tacoma in the State of Washington. The City has a population of 32,000. SeaTac is a vibrant community, economically strong, environmentally sensitive, and people-oriented. The City boundaries surround the Seattle-Tacoma International Airport, (approximately 3 square miles in area) which is owned and operated by the Port of Seattle.

3. DESCRIPTION OF PROJECT

The City of SeaTac is soliciting for an experienced and professional Public Defender Firm to provide Indigent Defense and perform a variety of legal representation based upon a negotiated scope of work. The current Indigent Defense provider's contract will expire on December 31, 2022 requiring a new solicitation of this work.

4. EXPECTED TERM OF RESULTING AGREEMENT

The Initial contract period will be from January 1, 2023 to December 31, 2024. The contract may be extended for one (1) additional 2-year term (January 1, 2025 to December 31, 2026) by mutual agreement between the parties.

5. SCOPE OF WORK

Indigent Defense: Here are some of the main responsibilities:

- Criminal Defense representation / Public Defense Services
- Appearance at Hearings
- Representative of Defendants on the Record
- Be available to client base

- Provide quality representation consistent with Washington Rules of Professional Conduct
- Be able to handle yearly caseload and follow the Standard of no more than 400 cases per Assigned Attorney per year
- Be able to meet the Washington State Bar Association Standards for Indigent Defense Services for Courts of Limited Jurisdiction
- Ability to use and navigate various technological platforms/programs used by the courts including but not limited to Courts and Judicial Access Browser System (JABS).

6. REQUIREMENTS FOR SUBMITTAL

In addition to any specific requirements requested in this proposal, the following answers and documents must be completed and submitted with the proposal:

1. Required Signature Page for Proposal
2. What is your preference for In-Custody Hearings? Have the defendant in person in the courtroom or using a video conferencing option via South Correctional Entity (SCORE) Facility.
3. SeaTac holds Court on Monday-Friday. Does this schedule cause any conflicts?
4. The annual caseload assigned to the Public Defender looks like the following information:

City of SeaTac Municipal Court Case			
Year	Caseload	Jury Trials	Monthly Caseload
2012	400	17	33
2013	701	8	58
2014	552	9	46
2015	383	14	32
2016	595	9	50
2017	470	4	39
2018	464	1	39
2019	563	4	47
2020	327	3	27
2021	387	5	32
2022	253	5	36
Avg.	436*	7	40

*The Covid-19 pandemic impacted caseloads in years 2020 and 2021 as the court experienced in-person restrictions to cases and charges for minor crimes. With in-person restrictions rescinding, caseloads have rebounded in 2022, numbers are expected to fall in-line more with the years before 2019-20.

Compensation will be for all legal services, including but not limited to, representation of defendants in all stages of court proceedings such as: arraignments, pre-trial hearings, motions, trials, sentencings, telephonic bail hearings, review and show cause hearings, and all necessary case preparation and all overhead, costs and expenses of the Attorney. Based upon this information and the annual caseload table above please provide a proposed compensation preference between the following four options:

1. Compensation for the yearly total of 500 cases paid on a monthly basis with a per additional case charge over the yearly total; or
2. Compensation for 40 cases per month with a cost per case over the monthly 40 case total; or

3. Compensation per case completed on a monthly basis (monthly case load unknown); or
4. Other preferred option

To facilitate review, submissions should conform to the following format:

1. **Experience of the Firm:** Provide a description of your firm’s prior experience and qualifications in providing quality legal representation to jurisdictions in Washington State. Provide a statement on why your firm is uniquely qualified to provide this type of Legal service.
2. **Project Team (Key Staff):** Identify the key legal team members anticipating to be assigned and their qualifications. Provide a brief resume for each person outlining his or her credentials and experience. Please note staff experience with electronic data systems such as Ocourts and JABS.
3. **References:** Provide the name and contact information for at least five (5) references familiar with the quality of work by your firm of similar nature as contained in the above Preliminary Scope of Work.
4. **Project Understanding:** Provide your general understanding of Indigent Defense Services regarding the identified scope of work. Identify any potential challenges or special concerns that may be encountered.
5. **Other Supporting Data:** Include any other information you feel to be relevant to the selection of your firm or the makeup of the legal team.

The entire proposal shall not exceed twenty-five (25) pages; excluding the front and back covers, dividers, cover sheet, table of contents, and letter of introduction (maximum two pages).

7. RFQ TIMELINE

RFQ Issued	October 3 rd , 2022
Deadline for Written Questions (12:00pm local time)	October 17 th , 2022
Proposals due	October 24 th , 2022
Firms notified for interviews	November 11 th , 2022
Interviews	Mid-Late November 2022
Consultant selected applicants notified	Late November 2022
Execution of contract	January 2023

8. CONSULTANT SELECTION CRITERIA

CRITERIA FOR REVIEW OF STATEMENT OF QUALIFICATIONS

The following criteria will be used to review the statement of qualifications to screen, rank and select of the successful firm:

1. **Qualifications of the Firm (30%):** Preference shall be given to those firms with experience in providing Indigent Defense services related to the scope of services.
2. **Qualifications of the Legal Team (Key Staff) (40%):** Preference shall be given to those with key staff experience in items listed in the above scope of services and any familiarity with Courts of Limited Jurisdiction and with the City of SeaTac Municipal Court.

3. **Proposal Understanding (30%):** Preference shall be given to those firms having a complete and comprehensive understanding of the requirements and responsibilities of providing Indigent Defense Services.

9. RFQ QUESTIONS/CLARIFICATIONS

Questions shall be submitted to the City of SeaTac, City Manager's Office by email to awoodmass@seatacwa.gov **no later than the date and time referenced in the timeline on this page.** Please reference the RFS in the subject line of the email when submitting questions.

1. Oral questions will not be answered. Questions must be in written form and submitted by email. An addendum to this RFQ will be issued by the City Manager's Office because of questions generated under this Request for Qualifications.
2. A Silent Period is established between the time the City develops the RFQ and the time the City recommend award of the RFQ. The Silent Period includes the issuance, submittal receipt, and evaluation of the RFQ. All proposers, consultants, or individuals acting on their behalf are hereby prohibited from contacting or lobbying any City employee, official, or representative regarding this RFQ during the Silent Period other than the City Manager's Office. All communications regarding this RFQ shall be directed to the email defined above. Failure to observe the Silent Period may disqualify the proposer and/or delay or void the RFQ.

10. SUBMITTAL DISPOSITION

The Consultant will be required to use the City of SeaTac Consultant Services Agreement (Attachment A) and accept all language contained within. Any consultant having significant reservations concerning use of this Agreement should not submit a request.

11. GENERAL TERMS AND CONDITIONS

The following terms and conditions apply to all proposals to provide services to City of SeaTac:

- A. City of SeaTac expressly reserves the following rights:
 - a. To reject any and/or all irregularities in the proposals submitted.
 - b. To reject any or all proposals or portions thereof.
 - c. To base awards with due regard to quality of services, experience, compliance with specifications, and other such factors as may be necessary in the circumstances.
 - d. To make the award to any vendor or combination of vendors whose proposal(s), in the opinion of the city, is in the best interest of the City.
- B. In the event negotiations are not completed with the top-ranked consultant team, negotiations may proceed with the next most qualified team or teams.
- C. All proposals must be submitted to the City of SeaTac, City Manager's Office by email to awoodmass@seatacwa.gov. The subject line should read "RFQ Response-Indigent Defense Services".
- D. Any proposal or modification received after the hour and date specified will not be accepted. Receipt time is deemed to be the email's receipt as logged by City's email system.

- E. All documents, reports, proposals, submittals, working papers, or other materials prepared by the consultant pursuant to this proposal shall become the sole and exclusive property of the City, and the public domain, and not the property of the consultant. The consultant shall not copyright, or cause to be copyrighted, any portion of said items submitted to the City because of this solicitation.
- F. Insurance - The consultant shall procure and maintain insurance as outlined below for the duration of this Agreement. Any Commercial General Liability and Automobile Liability insurance policies obtained shall be underwritten by insurance companies which have an A.M. Best's rating of A VII or better, licensed to do business in the State of Washington. Liability insurance policies shall specifically name the City, its elected or appointed officials, officers, employees, and volunteers as Primary-Non-Contributory Additional Insureds of said policies.

The consultant shall not begin work under the Agreement until all required insurance has been obtained and until such insurances have been received by the City. The consultant shall file with the City a certificate of insurance evidencing that the policies are in force. The certificate shall be accompanied by policy endorsements as are necessary to comply with these requirements.

The types and limits insurance are as follows:

COMMERCIAL GENERAL LIABILITY-Comprehensive Form
\$1,000,000 per occurrence liability /\$2,000,000 annual aggregate.
Coverage to include Premise and Operations Liability
Blanket Contractual
OCP for subcontractors' liability
Product and Completed Operations Liability
Stop Gap Liability-\$1,000,000/\$1,000,000/\$1,000,000
Primary-Non-Contributory Additional Insured coverage for the City et.al.

AUTOMOBILE LIABILITY
\$1,000,000 per accident bodily injury and property damage liability, including any owned, hired, or non-owned automobile.

WORKER'S COMPENSATION
Employees of Contractor and Subcontractors are to be insured under Washington State Industrial Insurance.

The General Aggregate provision of the Contractor's insurance policies shall be amended to show that the General Aggregate Limit of the policies applies separately to this contract.

Failure of the Contractor to fully comply with the requirements regarding insurance will be considered a material breach of contract and shall be cause for immediate termination of the contract.

12. ADDENDA

If at any time the City changes, revises, deletes, clarifies, increases, or otherwise modifies the RFQ, the City will issue a written addendum to the RFQ and post on the City website. It is the Proposer's responsibility to check for addenda and other new documents online.

13. TITLE VI STATEMENT

The City of SeaTac, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation, issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined as 49 CFR part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

14. ACCOMMODATIONS FOR PERSONS WITH DISABILITIES

The City is committed to meeting the requirements of the Americans with Disabilities Act (ADA). To access this document in other formats please contact Anita Woodmass at awoodmass@seatacwa.gov.

REQUIRED SIGNATURE PAGE FOR PROPOSAL

I, the undersigned, having carefully examined the Request for Qualifications, propose to furnish services in accordance therewith as set forth in the attached proposal.

I further agree that this proposal will remain in effect for not less than sixty (60) calendar days from the date that proposals are due, and that this proposal may not be withdrawn or modified during that time.

Being first duly sworn, on my oath, I hereby certify that this proposal is genuine and not a sham or collusive proposal, or made in the interests or on behalf of any person not therein named; and I have not directly or indirectly induced or solicited any consultant or supplier on the above work to put in a sham proposal or any person or corporation to refrain from submitting a proposal; and that I have not in any manner sought by collusion to secure to myself an advantage over any other contractor(s) or person(s).

In order to induce the City to consider this proposal, the proposer irrevocably waives any existing rights which it may have, by contract or otherwise, to require another person or corporation to refrain from submitting a proposal to or performing work or providing supplies to City of SeaTac, and proposer further promises that it will not in the future directly or indirectly induce or solicit any person or corporation to refrain from submitting a bid or proposal to or from performing work or providing supplies to City of SeaTac.

Signature _____

Printed Name _____

Firm Name _____

Address _____

Phone _____

UBI No: _____

THIS PAGE MUST BE SIGNED AND RETURNED WITH PROPOSAL



Addendum #1- RFQ Response-Indigent Defense Services

1. The deadline to respond to the Request for Qualifications has been extended to November 7, 2022.

2. The consultant selection schedule has been revised to the following:

RFQ Issued:	October 3, 2022
Deadline for Written Questions (12:00pm local time):	October 17, 2022
Proposals Due:	November 7, 2022 (revised)
Firms notified for interviews:	November 11, 2022
Interviews:	Mid-Late November, 2022
Consultant selected applicants notified:	Late November 2022
Execution of contract:	January 2023

AGREEMENT FOR INDIGENT DEFENSE SERVICES

CONTRACTOR CONTRACT BETWEEN THE CITY OF SEATAC AND STEWART MACNICHOLS HARMELL, INC. P.S.

THIS AGREEMENT is made and entered into on this __1st__ day of January 2023, by and between the CITY OF SEATAC, a municipal corporation of the State of Washington, hereinafter referred to as “City”, and Stewart MacNichols Harmell, Inc. P.S., hereinafter referred to as the “Contractor,” and hereinafter referred to collectively as the “Parties” for indigent criminal defense services. The City hereby agrees to retain the Contractor, as an independent contractor, and the Contractor hereby agrees to provide services to the City pursuant to this Agreement.

DEFINITIONS

- A. Attorney. Attorneys shall mean attorneys working for the law firm of Stewart MacNichols Harmell Inc. PS., and where appropriate, shall include Rule 9 interns.
- B. Contractor. Contractor shall mean the law firm of Stewart MacNichols Harmell, Inc. P.S., and shall mean each attorney working for the Contractor.
- C. Defendant. Defendant shall mean a person charged with a misdemeanor or gross misdemeanor offense that is filed by the City into the SeaTac Municipal Court, and for whom the Contractor must provide services pursuant to Section III of this Agreement.
- D. Full Time Attorney Equivalent Position. Fulltime attorney equivalent position shall mean 40 hours of attorney services provided pursuant to this Agreement.
- E. Court. Court shall mean SeaTac Municipal Court.

DURATION OF AGREEMENT

This Agreement shall be for the term of January 1, 2023, to December 31, 2024. However, this Agreement may be extended for up to one additional two-year term upon mutual agreement of the parties.

I. SCOPE OF SERVICES

- F. Criminal Defense Representation. – Except in cases in which a conflict of interests exists, Contractor shall provide criminal defense representation to the following:
1. All defendants who are charged with a criminal offense which falls within the jurisdiction of the Court, and for which the Contractor has been appointed by the Court as attorney of record based on the Court’s determination of indigency.
 2. All accused who are permitted access to a public defender while detained pursuant to an investigation for the offenses of driving under the influence (RCW 46.61.502), driving under twenty-one consuming alcohol (RCW 46.61.503) or physical control of a vehicle under the influence (RCW 46.61.504) for the purposes of consulting

with the Contractor prior to deciding whether to provide a sample of breath or blood.

3. All defendants who are not represented by private counsel and who appear for arraignment in the Court.
4. All defendants who, while in the custody of the SCORE Jail Facility, are not represented by private or conflict counsel, who appear before the Court. This also includes defendants appearing before the SeaTac Municipal Court for first appearance/bail hearings

G. Provisional and Temporary Appointments. Contractor shall provide representation of defendants at arraignment and during in-custody hearings as provisionally or temporarily appointed by the court ; provided, that in the event a defendant wishes to enter a plea at arraignment, the Contractor shall request that the court accept the plea only after the defendant is appointed to the Contractor and/or the defendant waives the right to an attorney in manner acceptable to the court.

H. On Call Service. Contractor shall be available 24 hours per day, seven days per week, by telephone for the purposes of providing representation to suspects or defendants have been arrested, in custody and under investigation for criminal offenses such as driving under the influence (RCW 46.61.502), driving under twenty-one consuming alcohol (RCW 46.61.503), physical control of a vehicle under the influence (RCW 46.61.504) or any other misdemeanor or gross misdemeanor offense. Contractor shall provide the SeaTac Police with telephone numbers of its attorneys that provide direct access to the attorneys and shall keep such telephone numbers up to date. Contractor may designate times in which specific attorneys may be reached and shall provide the numbers of alternate attorneys if the designated attorney cannot be reached.

I. Complex Litigation. No complex litigation is anticipated by the parties to be included among the services to be provided by the Contractor. Representation is for misdemeanor cases only.

1. Any prosecution for any section of R.C.W. Title 9, Title 9A, Title 10, Title 46, Title 66, Title 69, and the related provisions of the SeaTac Municipal Code are presumed to be not complex.
2. If a particular case is or appears to be unusually involved or could reasonably be expected to require extraordinary time and effort, the Contractor may petition the Court for additional assistance, either through associated counsel, consultants, investigators or other specialized services in order to ensure quality representation of a defendant.

J. Duration of Representation of Defendant. In cases in which the Contractor is appointed as attorney of record, and unless Contractor is permitted by the court to withdraw at an earlier time, Contractor shall represent the defendant at all stages of the criminal process, from the time of appointment by the court as attorney of record through the appeals process (provided that funding for appeals beyond superior court shall be pursuant to the terms of Title 15 of the Rules of Appellate Procedure), as well as during any period in which the court retains jurisdiction over the terms and conditions of any sentence or deferral.

II. APPEARANCE AT HEARINGS

Contractor shall appear at all hearings scheduled by the Court in which it represents defendants, as well as all arraignment calendars and all in-custody calendars. Contractor shall provide a sufficient number of attorneys at every criminal court calendar to ensure that defendants have a sufficient amount of time to consult with the assigned attorneys prior to each defendant's case being heard, and to ensure that the court calendars are not delayed due to insufficient staffing of Contractor's attorneys.

III. REPRESENTATION OF DEFENDANTS WHILE ON THE RECORD

A. Representation on Record. Contractor shall be present and actively representing the defendant at all times while the defendant's case is addressed on the court record, and shall adequately inform the defendant of the developments in his or her case such that the defendant proceeds during any court hearing in a knowing, intelligent, and voluntary manner.

B. Regularly Scheduled Court Hearings. The Contractor shall be available and appear in Court on all days in which appointed clients are scheduled to appear in Court. The Contractor shall ensure that all calendars are adequately staffed with attorneys to ensure that appointed clients receive adequate representation pursuant to the CrRLJ 3.1 standards and the provisions of this Agreement.

C. In Custody Hearings. The Contractor shall appear in Court by way of video on behalf of defendants incarcerated at the SCORE jail.

IV. DEFENDANT ACCESS TO CONTRACTOR

A. Contact Prior to Court Hearings. Contractor shall be available to defendants to ensure that defendants are provided with effective assistance of counsel. Contractor shall endeavor to confer with defendants about their cases prior to court hearings.

B. Calls. Defendants shall be provided access to the Contractor by means of a toll-free or a local phone number made available by the Contractor.

C. Time to Respond. Contractor shall respond to defendant inquiries within a reasonable time to ensure the effective assistance of counsel, whether such inquiries are received by letter, telephone, email, or otherwise.

D. Availability for and Contact with In-Custody Defendants. Contractor shall evaluate the cases of all appointed defendants in the custody of the SCORE Facility, and shall meet with in-custody defendants as the Contractor deems appropriate for providing effective assistance of counsel.

E. Local Office Required. The City shall provide non-exclusive space (such as a meeting room adjacent to the Court lobby) in City Hall for confidential consultation between the Contractor and Defendant, and when requested by the Contractor. Such requests by the Contractor shall not be reasonably denied.

F. Client Meetings. At the earliest reasonable time during the representation the contractor will

go over with each defendant the following information:

- The Elements of Offense
- The Presumption of Innocence
- The Prosecution's Burden to Prove Each Element
- The Prosecution's Burden to Prove Each Element Beyond a Reasonable Doubt
- Right to Jury Trial
- The Right to a Speedy Trial
- The Right to Present Defense
- That it is Solely Client's Decision to Enter Guilty Plea or Proceed to Trial
- The Maximum Penalty and Mandatory Minimum Penalty
- Any Witness or Other Investigation Issues that Need to be Addressed

At this initial meeting Contractor shall also:

- Assess each Client's Ability to Understand English and Need for an Interpreter
- Assess each Client's Competency
- Assess each Client's Literacy
- Assess each Client's Citizenship and any Immigration Concerns
- Provide Contact Information for Contractor and Assigned Attorney

V. QUALITY OF REPRESENTATION

Contractor shall provide services in a professional and skilled manner consistent with Washington's Rules of Professional Conduct, applicable case law, the Constitutions of the United States and Washington, and the Court rules that define the duties of counsel and the rights of defendants. Contractor shall be familiar with any Standards adopted by the Washington State Supreme Court (including but not limited to the Standards for Indigent Defense). At all times during the representation of a defendant, the Contractor's primary responsibility shall be to protect the interests of the defendant.

VI. QUALIFICATIONS OF CONTRACTOR ATTORNEYS - TRAINING

A. Qualifications. All attorneys employed by Contractor for the purposes of providing the services called for in this contract shall, at a minimum, satisfy the minimum qualifications to practice law as established by the Washington Supreme Court; be familiar with and follow the statutes, court rules, case law and constitutional law applicable to misdemeanor criminal defense work in the state of Washington; be familiar with and abide by Washington's Rules of Professional Conduct; any Standards adopted by the Washington State Supreme Court (including but not limited to the Standards for Indigent Defense); be familiar with the consequences to each particular defendant of any conviction or adjudication including but not limited to jail time, financial penalties, restitution, mental health or drug and alcohol treatment obligations, license suspensions, and immigration or civil commitment implications; be familiar with mental health and substance abuse issues applicable to each defendant; be able to recognize the need for expert services including but not limited to investigators; and be able to satisfy the terms and conditions of this Agreement.

B. Training. For each attorney of the Contractor, a minimum of 21 of the reportable continuing legal education credits per WSBA reporting period shall be in the areas of criminal defense law, criminal process, trial advocacy, legal writing, appellate work, law practice management, or any other subject that, in the opinion of the Contractor, is applicable to providing criminal defense services.

VII. DISCOVERY TO BE PROVIDED

The City shall provide Contractor one (1) copy of all discoverable material concerning each assigned case. If the Contractor is not the original attorney assigned to the case, discovery shall be obtained by the Contractor from the original defense counsel.

VIII. NUMBER OF ATTORNEYS EMPLOYED

The Contractor shall provide the appropriate number of fulltime equivalent positions so as not to exceed the caseload limitations provided for in this Agreement.

IX. CASELOAD LIMITS PER FULLTIME EQUIVALENT POSITION

A. Caseload Limits in General. Contractor shall maintain a caseload such that it can provide each defendant effective assistance of counsel as required by this Agreement. A full-time equivalent attorney position shall be appointed to no more than 400 cases per year pursuant to Court Rule 34.

B. Meetings Regarding Caseloads. Contractor shall meet with the City at such times as requested to review caseloads.

C. Case defined. For the purposes of this section, the term "case" shall mean a group of criminal charges related to a single incident filed against a defendant to which the attorney is appointed by the court, but shall not include temporary or provisional appointments at arraignments or in-custody hearings, appointments by a court at a court hearing for that one court hearing only, and shall not include pre-filing representation (as provided in Paragraph III (C) of this Agreement).

X. APPOINTMENT OF PUBLIC DEFENDER

Screening to determine eligibility for legal representation at public expense will be provided by the Court. Contractor shall be provided written notice of the name, address and phone number of each appointed Defendant, together with the charge and cause number within a reasonable time after determination of eligibility. Receipt of written notice shall constitute appointment to provide legal service to such appointed Defendants. In addition, the SeaTac Municipal Court Judge may order direct appointments of defendants in open court.

XI. REFUSING APPOINTMENTS

A. Caseload Monitoring. Contractor shall continually monitor the caseload and performance of Contractor as a whole and each attorney providing services pursuant to this Agreement. Contractor shall provide projections at least three months in advance regarding the caseload limits based upon the number of attorneys employed by Contractor and trends in case filings.

B. Caseload Level Shifting. In the event an attorney is handling a caseload such that the attorney is unable to provide effective assistance of counsel to each defendant, Contractor shall reduce the caseload of that attorney, and shift the reduced portion of the caseload to another attorney employed by the Contractor.

XII. COSTS OF TRANSCRIPTION

The City agrees to reimburse the Contractor for all reasonable costs associated with obtaining and transcribing trial court records for appeal purposes if such costs have not been waived.

XIII. EXTRAORDINARY COSTS INCLUDING EXPERTS AND INVESTIGATORS

The City shall pay for the following case expenses when reasonably incurred and approved by the Court from funds available for that purpose.

1. Non-routine case expenses requested by the Attorney and preauthorized by Order of the Court. Unless the services are performed by Attorney's staff or subcontractors, non-routine expenses may include, but shall not be limited to:
 - a. investigation expenses;
 - b. medical and psychiatric evaluations;
 - c. expert witness fees and expenses;
 - d. The direct cost of transcriptions;
 - e. any other non-routine expenses the Court finds necessary and proper for the investigation, preparation, and presentation of a case. In the event any expense is found by the Court to be outside of its authority to approve, the Attorney may apply to the Contract Administrator for approval, such approval not to be unreasonably withheld.
2. Lay witness fees and mileage incurred in bringing defense witnesses to court.

XIV. CONFLICTS OF INTEREST

Contractor shall maintain a database of client information sufficient for the Contractor to determine the existence of any conflicts of interest. In the event representation of a defendant would constitute a conflict of interest, Contractor shall take such action as is appropriate pursuant to the Rules of Professional Conduct. In the event the Contractor is disqualified or excused as counsel of record due to a conflict of interest, Contractor shall not be required to pay any compensation to another attorney assigned to represent the defendant.

XV. REMOVAL OF ATTORNEY

A. Removal by Contractor. In the event the Contractor determines, through its internal performance monitoring and attorney supervision program that an attorney working for the Contractor fails to comply with the terms of this Agreement, the Contractor shall immediately take action to prevent that attorney from providing the services called for in this Agreement.

XVI. TERMINATION

A. For Cause. The City or the Contractor may terminate this Agreement immediately in the event

the other party breaches the Agreement and such breach is not corrected to the reasonable satisfaction of the injured party in a timely manner after notice of breach has been provided to the other party. Each term of this Agreement is material. The failure of any party to comply with any term of this Agreement shall constitute a breach of this Agreement.

B. For Reasons Beyond Control of Parties. Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control such as, but not limited to, acts of nature; war or warlike operations; civil commotion; riot; labor dispute including strike, walkout, or lockout; sabotage; or superior governmental regulation or control.

C. Without Cause. Either party may terminate this Agreement at anytime without cause upon giving the non-terminating party not less than one hundred eighty (180) days prior written notice.

XVII. CONTINUATION OF REPRESENTATION AFTER TERMINATION

City agrees that in the event of a termination of this Agreement, any new counsel retained to provide indigent defense services for the City shall, as part of their contract with the City, substitute in as counsel of record on all open cases within thirty days of the date of termination of this Agreement. Where, as a result of the speedy trial rule, it is necessary to schedule a jury trial subsequent to the date of termination of this agreement, Contractor agrees to perform said jury trial without additional compensation within 60 days of an in-custody defendant or 90 days of an out of custody defendant.

XVIII. NON-DISCRIMINATION

Contractor shall not discriminate in the hiring of employees or the provision of services pursuant to this Agreement.

XIX. INSURANCE

The Contractor shall procure and maintain insurance as outlined below for the duration of this Agreement. Any Commercial General Liability and Automobile Liability insurance policies obtained shall be underwritten by insurance companies which have an A.M. Best's rating of A X or better, licensed to do business in the State of Washington. Liability insurance policies shall specifically name the City, its elected or appointed officials, officers, employees and volunteers as Primary-Non-Contributory Additional Insureds of said policies. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be in excess of the Contractor's insurance policies and shall not contribute with it.

The Contractor shall not begin work under the Agreement until all required insurance has been obtained and until such insurances have been received by the City. The Contractor shall file with the City a certificate of insurance evidencing that the policies are in force. The certificate shall be accompanied by policy endorsements as are necessary to comply with these requirements.

Coverage shall be at least as broad as and with limits not less than the following, which may be satisfied through a combination of primary and umbrella or excess liability coverage. The types and limits of insurance are as follows:

COMMERCIAL GENERAL LIABILITY (Comprehensive Form)

\$1,000,000 per occurrence liability/\$2,000,000 annual aggregate

Coverage to include Premise and Operations Liability

Blanket Contractual

OCP for subcontractors' liability

Product and Completed Operations Liability

Stop Gap Liability-\$1,000,000/\$1,000,000/\$1,000,000

Primary Non-Contributory Additional Insured coverage for the City, *et.al.*

AUTOMOBILE LIABILITY

\$1,000,000 per accident bodily injury and property damage liability, including any owned, hired, or non-owned automobile.

ERRORS AND OMISSIONS

\$1,000,000 per occurrence liability

PROFESSIONAL LIABILITY, ERRORS & OMISSIONS

\$1,000,000 per occurrence, and in the aggregate

The General Aggregate provision of the Contractor's insurance policies shall be amended to show that the General Aggregate Limit of the policies applies separately to this Contract.

Failure of the Contractor to fully comply with the requirements regarding insurance will be considered a material breach of contract and shall be cause for immediate termination of the contract.

During the term of this Agreement the Contractor shall secure and maintain professional services liability insurance with limits of not less than \$1,000,000 per claim and \$2,000,000 annual aggregate and comprehensive general liability insurance with limits of not less than \$1,000,000 per claim and \$2,000,000 annual aggregate. All insurance policies shall be provided by an insurance company licensed to do business in the State of Washington, and the City shall be named as an additional insured on this policy.

XX. INDEMNIFICATION

Contractor shall indemnify, defend, and hold the City, its elected officials, officers, and employees harmless from any and all claims whatsoever related to or arising from the performance of the Contractor's obligations pursuant to this Agreement, including but not limited to claims arising out of the errors and omissions of the Contractor relating to the representation or lack of representation of clients, and/or by reason of accident, injury, or death caused to any persons or property of any kind occurring during the performance or lack thereof of the work required by this Agreement, or traveling to or from any place to perform the work required by this Agreement, except to the extent they are caused by the sole negligence of the City. The failure of the Contractor to carry insurance in a quantity sufficient to defend a claim or lawsuit or cover any judgment that results shall not operate to limit the Contractor's indemnification or defense of the City. This indemnification section shall survive the expiration or termination of this Agreement.

XXI. COMPENSATION

A. Payment for Services. The Contractor shall be compensated by the City as follows:

1. Monthly Compensation. The Contractor shall be compensated by the City for the services performed by the Contractor at a flat monthly fee of Sixteen Thousand Dollars (\$16,000.00). The monthly fee set forth herein shall include: compensation of Contractor for all legal services providing herein, including, pre-filing representation, coverage of arraignments, after hour emergency phone advice, pretrial, motions, jury and bench trials and appeals, sentencings, telephonic bail hearings, and review, revocation & probation hearings, community court proceedings, , all necessary preparation and hearings to resolve the issue(s) underlying a motion to revoke probation, and, all overhead, costs and expenses of Attorney, and shall be Attorney's sole compensation except as provided below. This monthly fee is for the handling of approximately 480 SeaTac Cases annually.

2. Additional Appointments. If the Contractor is appointed to more than forty (40) cases in a month, the Contractor shall be compensated at the rate of four hundred dollars (\$400.00) per appointment ("additional appointment") over 40 cases. In the event the contractor has not been appointed 40 cases within the month, compensation will be reduced to four hundred dollars (\$400.00) per non-appointment under the 40 case threshold. In the event that notice of an appointment was not given by the Court or was not received by the Contractor prior to Contractor appearing on behalf of the indigent defendant, the appointment will be counted for billing and compensation purposes as having been made at the time the court entered a record of the appointment on the docket.

3. Appeals. In the event a defendant's case is appealed, the contractor will represent the defendant pursuant to the Rules for Appeals of Decisions of Courts of Limited Jurisdiction (RALJ), as well as appeals to the Washington Court of Appeals and Washington Supreme Court. Where a brief is filed for any appeal, an additional fee of one thousand dollars (\$1,000) will be billed to the City.

4. Annual Contract Amount. The total contract amount is \$192,000 based on 480 appointments per year unless Contractor is assigned additional appointments or appeals. All compensation is inclusive of administrative costs associated with providing legal representation as set forth in Standard 5.2 of the Washington State Supreme Court Standards for Indigent Defense. Monthly billing will be used to reconcile the actual cases appointed to the 480- case level established and payment will be adjusted according to item XXIX(A)(2) above.

5. Billing. The Contractor shall bill the City indicting the requested compensation under the terms of this Contract. Each billing shall be submitted to the City of SeaTac by the 10th of the month for the previous month's work.

6. Payment. The City shall make payments within 30 days of receipt of Contractor's bill.

XXII. SUBCONTRACTING PROHIBITED

Except in extraordinary circumstances and upon written notice and agreement by the City, Contractor shall not subcontract with another attorney or law firm to provide the services required herein. Contractor shall remain directly involved in and responsible for the representation of all assigned defendants.

XXIII. ASSIGNMENT PROHIBITED

No assignment or transfer of this Agreement or of any interest in this Agreement shall be made by either of the parties, without prior written consent of the non-assigning party.

XXIV. AGREEMENT APPLICABLE TO ALL EMPLOYEES AND VOLUNTEERS

The Performance Obligations of this Agreement shall apply to all persons who are employed by, or who volunteer for, the Contractor, including but not limited to attorneys, interns, paralegals, office assistants, secretaries, and investigators. Any other provisions apply to the Contractor and its shareholders and/or partners.

XXV. STATUS OF CONTRACTOR AS INDEPENDENT CONTRACTOR AND NOT EMPLOYEE

This Agreement calls for the performance of the services of the Contractor as an independent contractor and Contractor will not be considered an employee of the City for any purpose. Contractor shall secure at its own expense and be responsible for any and all payment of income tax, social security, state disability insurance compensation, unemployment compensation, worker's compensation, and all other payroll deductions for the Contractor and its officers, agents, and employees and the costs of all professional or business licenses in connection with the services to be performed hereunder. Contractor shall be solely responsible for any and all claims or lawsuits filed against Contractor by personnel employed by the Attorney related to the conditions or terms of employment by the Contractor, and the Contractor shall defend, indemnify, and hold harmless the City and its employees and officers from any such claims or lawsuits. Contractor further agrees that its employees are not considered employees of the City for the purposes of participating in any state or federal program, including but not limited to the retirement program provided by the Washington Department of Retirement Services, and in the event that a claim is made to the contrary by any employee or volunteer of the Contractor, Contractor shall defend, indemnify, and hold harmless the City and its employees and officers from any such claims or lawsuits and shall pay all awards ordered against the City for such claims or lawsuits.

XXVI. ADDITIONAL SERVICES

Contractor may be requested to perform additional services beyond the scope of services of this Agreement. Such work will be undertaken only upon written authorization of the City based upon an agreed amount of compensation.

XXVII. CITY CONTRACT ADMINISTRATOR- CONTRACT OVERSIGHT

A. This agreement shall be managed and monitored by the City Manager's Office. All notices and other written documentation shall be sent to the parties at the following addresses unless otherwise requested in writing:

City of SeaTac
Attn.: Brion Humenay,
City Manager's Office
4800 S. 188th Street
SeaTac, WA 98198
Telephone: (206) 973-4811
Email:
bhumenay@seatacwa.gov

Stewart MacNichols Harmell, Inc. P.S.
Ken Harmell, Attorney at Law
655 West Smith Street, Suite 210
Kent, WA 98032
Telephone: (253) 859-8840
Email: ken@sbmhllaw.com

B. Contractor shall maintain a case reporting and case management information system and shall submit to the City Manager, or designee, on a monthly basis or as otherwise requested the following reports as a condition of payment:

1. Reports regarding caseload, which shall contain the following information:
 - a. The number of cases to which the Contractor was appointed
 - b. The names of defendants to which the Contractor was appointed
 - c. The case number
 - d. The date of appointment
 - e. The charge(s) filed against the defendant
 - f. The number of appellate level cases pending

2. Quarterly Reports. Contractor will submit quarterly reports which will include:
 - a. The number of appellate cases filed during the preceding quarter;
 - b. The number of appeals cases filed during the preceding quarter;
 - c. The average number of cases appointed per full time attorney equivalent by Contractor over the reporting period;
 - d. The number of cases each attorney has been assigned during the preceding quarter;
 - e. The number of cases each attorney has been assigned year to date;
 - f. The supervising attorney employed by the Contractor shall randomly select ten files assigned to each attorney providing services under this contract during the preceding three months. For each of these ten files Contractor will provide evidence to the City Manager's Office that Contractor is in compliance with its duties pursuant to Article VI, F of this Agreement.

3. Contractor shall have no obligation to disclose information to the City that would operate to compromise any attorney-client privilege when providing these reports.

XXVIII. ENTIRE AGREEMENT — AMENDMENTS

This instrument contains the entire Agreement between the parties for the contemplated work and services to commence January 1, 2023, and it may not be enlarged, modified, altered, or amended except in writing signed and endorsed by the parties.

XXIX. DUPLICATE ORIGINALS

This Agreement is executed in duplicate originals.

XXX. EFFECTIVE DATE

The terms of this Agreement shall take effect on January 1, 2023

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be executed effective the day

and year first set forth above.
CITY OF SEATAC:

CONTRACTOR:

By: _____
Printed Name: Carl C. Cole
Its: City Manager
Date: _____

By: _____
Printed Name: _____
Its: _____
Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Printed Name: Cindy Corsilles
Its: Senior Assistant City Attorney

By: _____
Printed Name: _____
Its: _____

DRAFT



STEWART MACNICHOLS HARMELL, INC., P.S.
ATTORNEYS AND COUNSELORS AT LAW

N. Scott Stewart, *Attorney at Law*
Jeffrey P. MacNichols, *Attorney at Law*
Kenneth B. Harmell, *Attorney at Law*
David Iannotti, *Attorney at Law*
Rob Jensen, *Attorney at Law*
Rachel Loo, *Attorney at Law*
Sean Parrent, *Attorney at Law*

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Shanice Stahl, *Attorney at Law*
Matt Zenner, *Attorney at Law*
Mark McMahon, *Attorney at Law*
Jacob Zerby, *Attorney at Law*
Max Boltinghouse, *Attorney at Law*
Joseph Vengali, *Attorney at Law*
Salena Campbell, *Attorney at Law*

November 4, 2022

City of Seatac
Attention: City Manager's Office
4800 South 188th Street
SeaTac, WA 98188-8605

Re: RFQ Response-Indigent Defense Services

Dear Madam or Sir:

Stewart, MacNichols Harmell, Inc., P.S., hereby propose to provide public defender services to the city of Seatac for the sum of \$16,000.00 per month. Services will include representing persons appointed to our firm at *arraignments, pretrials, motions, bench trials, jury trials, sentencings* and *reviews* during the duration of the contract. Stewart MacNichols Harmell, Inc., P.S., will also represent unrepresented defendants at *arraignment* and *bail hearing* calendars. Our attorneys will be available to meet with and represent clients at the SCORE Jail. The firm will also provide the Seatac Police Department with multiple telephone numbers to allow 24-hour contact with an attorney for emergency legal counsel (i.e., recently arrested defendants who are requesting to speak to an attorney prior to answering questions or submitting to a breath test).

The \$16,000.00 will cover the cost of providing attorney services for the first 40 cases appointed each month and takes into consideration the fact that the court now conducts in-custody hearings five days per week.. Additional appointed cases will be billed at \$400.00 per case. We will also represent Seatac defendants on RALJ *appeals* to the King County Superior Court, as well as appeals to the Washington Court of Appeals and Washington Supreme Court. There shall be an additional fee of \$1000.00 for any appeal where a brief is filed.¹ Based upon prior experience, we anticipate between two and six appeals per year.

¹ Stewart MacNichols Harmell, Inc., P.S., has experience with appeals to the Washington Court of Appeals and Washington Supreme Court. However, the cost of these appeals is not generally billed to the city.

Response to Request for Proposal
Indigent Defense Services
City of Seatac, Page 2

This proposal assumes public defense attorneys will carry a caseload of 400 unweighted cases per year.

As required by the Standards for Indigent Defense, additional costs under the contract may include the cost of transcribing any hearing for which there is an appeal. There may also be additional costs for retaining investigators expert witnesses, including mental health experts, and other non-routine services including, but not limited to obtaining a client's medical records and lay witness fees/mileage incurred in bringing defense witnesses to court. Should we believe that an interpreter, expert, investigator or any other non-routine service is necessary to fully represent a client, we will petition the court for additional funds to cover the cost associated with retaining any such expert, or investigative personnel. As a general rule, the circumstances where it becomes necessary to retain an interpreter, expert or investigator are limited.

As the attached material demonstrates, we are experienced criminal defense attorneys with particular knowledge of the intricacies associated with public defense. We strive to provide efficient and effective representation by cultivating cordial relationships with the court, prosecutors and police. We believe that our experience and professionalism will provide superior representation for the city of Seatac public defense clients, enhance the smooth and efficient operation of the court, and benefit the community at large.

Best Regards,



Ken Harmell
Attorney at Law
ken@sbmhlaw.com



STEWART MACNICHOLS HARMELL, INC., P.S.
ATTORNEYS AND COUNSELORS AT LAW

Our Background

Stewart MacNichols Harmell, Inc., P.S., has been continuously operating since 1992. We presently provide public defense services for the cities of Seatac, Kent, Des Moines, Federal Way, Kenmore, Kirkland, Bothell, Shoreline, Medina, Hunts Point, Yarrow Point and Clyde Hill. We are also the public defender for the Muckleshoot Tribal Court. We have served as the conflict public defender for a number of other municipalities throughout King and Pierce counties. Our firm has extensive experience with both RALJ appeals, appeals to the Washington Court of Appeals and Washington Supreme Court. We are also experienced in identifying and referring clients to therapeutic courts such as the Regional Mental Health and Regional Veterans Court.

Stewart MacNichols Harmell, Inc., P.S., presently employs nineteen attorneys emphasizing criminal defense. Each of our lawyers is a licensed member in good standing with the Washington State Bar Association. We have never had any active or current WSBA disciplinary sanctions against any of our attorneys. Our attorneys have combined experience of over 200 years representing criminal defendants, primarily as indigent defense counsel.

Effective and efficient criminal advocacy requires cooperation in all aspects of the justice system. We are dedicated to building and maintaining relationships of mutual respect and cooperation with the court staff, the bench, the prosecutor's office, the police, and the public. Although prosecutors and defense counsel will always have differences of opinion, reasonable minds clear of personal conflict will reach agreeable resolutions whenever possible.

Proposed Lead Public Defender – Ken Harmell

Mr. Harmell will be the lead public defender responsible for contract performance, contact and communication with the city of Seatac, as well as supervise the conduct and competence of all defense counsel employed by our office to represent defendants in the city of Seatac and managing coverage for all Seatac Municipal Court calendars. Mr. Harmell will also have responsibility for providing the city with the requested progress reports which will be submitted with monthly billings. He will also attend any Quarterly Progress Conferences with the City's representative to review performance, develop and monitor performance benchmarks, review issues of common concern and review quarterly caseload documents/records. In addition to supervising the other attorneys assigned to the contract,

Mr. Harmell has over 22 years of experience in criminal defense, almost exclusively representing indigent defendants. He has extensive experience representing persons with

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Stewart MacNichols Harmell, Inc., P.S.

mental health issues, persons with alcohol and/or drug issues, and other persons in need of social service referrals. Mr. Harmell is familiar with our firm's involvement in therapeutic alternative sentencing courts, including successful DUI courts and successful community courts. He also has over a decade of experience working with video court, including video emanating from both the SCORE Jail, and the City of Kent Jail.

Proposed Assistant Lead Public Defender – Matthew Zenner

Matthew Zenner will continue to work as the primary public defender providing indigent defense services to clients in the city of Seatac.

Mr. Zenner has over 8 years of experience as an attorney and has represented thousands of persons charged with criminal offenses, most recently working almost exclusively representing indigent defendants in the city of Seatac. He has also extensive experience representing persons with mental health issues, persons with alcohol and/or drug issues, and other persons in need of social service referrals. He is also familiar with our firm's involvement in therapeutic alternative sentencing courts, including successful DUI courts and successful community courts. He also has experience working with OCourts and video court.

Mr. Zenner is a U.S. Army veteran and served one combat tour in Iraq from 2007 to 2008 with the 4th Stryker Brigade Combat team out of Ft. Lewis. He served as an interrogator and human intelligence collector with Arabic Language abilities. He is also a former senior instructor at the U.S. Army Human Intelligence Collector Course.

Support Staff

Stewart MacNichols Harmell, Inc., P.S., presently employs a sufficient support to staff to support the Seatac Public Defense Contract.

Familiarity of the Law, Regulations and Public Defense Services

Pursuant to Public Defense Standard 14.1 and 14.2.K, each of our attorneys assigned to the Public Defense Contract:

- A. Satisfies the minimum requirements for practicing law in Washington;
- B. Is familiar with the statutes, court rules, constitutional provisions, and relevant case law;
- C. Is familiar with the Washington Rules of Professional Conduct;
- D. Is familiar with the Performance Guidelines for Criminal Defense Representation approved by the Washington State Bar Association;
- E. Is familiar with the consequences of conviction or adjudication, including possible immigration consequences and the possibility of civil commitment proceedings based upon criminal conviction;

- F. Is familiar with mental health issues and is able to identify the need to obtain expert services; and
- G. Completes a minimum of seven hours of Continuing Legal Education within each calendar year in courses related to their public defense practice.

In addition to each of our attorneys participating in a minimum of seven hours of Continuing Legal Education seminars each year sponsored by outside agencies, our firm facilitates additional in-house CLE training for our attorneys. Prior in-house trainings have included: best practices under the Wilbur decision and Washington Supreme Court Indigent Defense Standards, Trial Tactics (including Voir Dire, Opening, Direct, Cross and Closing), opioid addiction and treatment, Marijuana DUIs, Competency, Trueblood and R.C.W. 10.77, Immigration, Probable Cause Update, the 2:00 a.m. DUI call, and Prosecutorial Misconduct and Ineffective Assistance of Counsel.

“Green” Practices and Paperless Files

We recognize that law firms generate far too much paper waste. Stewart MacNichols Harmell, Inc., P.S., has been on the leading edge of instituting practices to reduce paper waste and increase efficiency through “green” practices and technologies. First, our attorneys and staff operate using laptop computers and tablets to manage their case files. Second, for several years, our firm has been “paperless” and is managed by custom firm management product run on Microsoft platforms. Moreover, we encourage our prosecution counterparts to send us documents electronically, as opposed to paper copies.

OCourt, JIS and Zoom

Our attorneys have extensive experience with these programs. We use them on a daily basis in most of our contract courts, and have been doing so for several years.

Since the beginning of the pandemic, all of our attorneys have been using Zoom on a daily basis to conduct court hearings and meet with clients both in and out of custody.

Therapeutic Courts

DUI Court: Our attorneys have been involved as counsel, and participated in, the formation of the Kent Municipal Court DUI court since its inception in 2018. We are also actively involved in the Des Moines DUI court.

Regional Mental Health Court: Since its inception several years ago, our firm has referred hundreds of clients to the King County Regional Mental Health Court. We are familiar with the process from start to finish, including the referral process, screening, negotiations, case requirements and opt-in process.

Regional Veterans Court: Similar to the Regional Mental Health Court, we are familiar with the Veterans Court process from start to finish and have referred dozens of clients to this program.

Community Court: Our firm has been instrumental in the formation of the Shoreline Community Court, Kent Community Court, Kirkland Community Court and Bothell Community Court. Our attorneys were involved at all stages of planning and implementation of these courts. Moreover, attorneys David Iannotti, Ken Harmell and Jeff MacNichols have received specialized training in Community Court processes.

Effective Assistance of Counsel

- (1) No attorney with our office has ever been removed from representation in a case by order of a court for failure to perform legal services necessary to the case or client.
- (2) No attorney with our office has ever been found to have been ineffective by either an ethics panel or an appellate court.
- (3) None of our attorneys has been a party to a malpractice claim.
- (4) Our firm has never been terminated from a public defense contract for cause.
- (5) None of our attorneys have been monetarily sanctioned by a court.

New Attorney Training

Pursuant to Standard 14.4.B., of the Standards for Indigent Defense, effective November 1, 2014, Stewart MacNichols Harmell, Inc., P.S., provides an orientation and training program for new attorneys and legal interns.

Attorney Caseloads and Case Reporting

In accordance with Standards 3.1, 3.2, 3.3 and 3.4, Stewart MacNichols Harmell, Inc., P.S. ensures that each attorney's total caseload does not exceed 400 cases per year.

Our attorney case loads are monitored by our managing partner and case management system to ensure compliance.

Our firm management system is capable of producing reports regarding attorney appointments and case information on a monthly or annual basis.

This proposal assumes public defense attorneys will carry a caseload of 400 unweighted cases per year.

Method and Approach of the Firm

Having practiced criminal defense law as public defenders for over twenty-five years, we have a good understanding of the preparation and work time required for various scenarios that are encountered as a part of this job description. Every case presents unique challenges in terms of legal issues, client personalities and case dynamics. That being said, the attorneys participating in this contract will be prepared to address the challenges of each case and court day by implementing the following best practices: attempting to contact new clients within 24 hours of assignment, reviewing all cases several days before court hearings, contacting all clients prior to court to meet and discuss the cases, communicating with the prosecutor prior to court to discuss plea bargaining, researching and briefing legal issues prior to court, visiting incarcerated clients prior to hearings, promptly responding to kites and other correspondence and interviewing witnesses throughout the case.

Representation of indigent clients often goes beyond the courtroom. We pride ourselves on helping clients with issues that are usually beyond the "normal" attorney duties such as: assisting in relicensing, help obtaining treatment and housing and assistance with immigration issues to ensure effective counsel regarding collateral consequences.

Delivery Systems and Resources

Office Locations: Our attorneys work out of two offices. Our main office in Kent is located at 655 West Smith Street, Suite 210, Kent, Washington 98032. Our attorneys have individual offices at this location where they can work and meet with clients. There is also a large meeting room which is available for larger meetings. This office is easily accessible by bus, as we are located next to the Kent Metro Station.

Our office in Kirkland is located at 11335 NE 122nd, Suite 105, Kirkland, Washington 98034. We also provide our clients with a toll-free telephone number which allows immediate and direct contact with our offices.

As required by Standard 5.2, each of our offices includes space that allows for confidential meetings with clients, and telephone services to ensure prompt response to clients.

Mobile Office: Each of our attorneys are also provided a laptop computer which allows them to access to all discovery, legal research materials and the firm's database from home, the court, or any other location where they are able to access the internet.

Firm Website: Our firm website can be found at www.sbmhlaw.com. The website includes significant information which can be useful to our public defense clients including information on the criminal law, criminal penalties and criminal procedure (what to expect at their court date). There are links to resources that provide assistance with everything from finding a court date, to requesting a DUI Implied Consent Hearing, or getting a driver's license

reinstated. There are also links to alcohol/drug treatment agencies, domestic violence treatment agencies, ignition interlock providers and bail bond companies.

Firm Library and Legal Resources: Each of the attorneys employed by Stewart MacNichols Harmell, Inc., P.S., access to industry legal research applications for purposes of legal research. Our firm also maintains a law library which includes materials relevant to our representation of criminal defendants and our main office is located directly adjacent to the Maleng Regional Justice Center. As such, on those rare occasions where additional resources are needed, the largest law library in South King County is a five-minute walk from our office.

Tracking Cases and Responding to Client Inquiries

Our experience, knowledge, advocacy skills, and our emphasis on customer service have insured the greatest satisfaction of our clients. Our staff has included paralegals, legal interns, file clerks and, occasionally, Rule 9 interns. In addition, for over 15 years, we have maintained a computer database that tracks all cases. As a result, our clients' matters are efficiently processed and their inquiries promptly addressed. Should any complaints be received from a client, they are immediately referred to a senior attorney and addressed within 24 hours.

Critical Stage Availability

Each of the attorneys working on the contract is available for emergency legal counsel (i.e., recently arrested defendants who are requesting to speak to an attorney prior to answering questions or submitting to a breath test) on a 24-hour basis by telephone. If awarded the contract, we will provide the police department with multiple telephone numbers to allow 24-hour contact with our attorneys.

Scope of Work for Each Case

As the attorneys providing indigent defense services for persons arrested in the City of Seatac, we anticipate that the work will include, but is not limited to, the following:

- Proving each client with an introductory letter advising of (1) how to contact their attorney, (2) and the client's responsibilities, i.e., identifying witnesses.
- Being accessible to clients
- Meeting with and counseling clients, including in custody visits
- Reviewing discovery materials
- Legal research
- Conducting factual investigations
- Motions and trial preparation
- Preparing pleas and pleadings, including written motions
- Attending all hearings at the Seatac Municipal Court (or virtually) including:

- Arraignments
 - Pretrial Hearings
 - Motion Hearings
 - Readiness Hearings
 - Bench and Jury Trials
 - Sentencings and Reviews
- Handling Appeals
 - Other work essential to providing criminal defense including, but not limited to, reviewing recent appellate court decisions concerning the criminal law and attending continuing legal research seminars emphasizing criminal defense and trial work.

Compliance with Employment and Disability Laws

Stewart MacNichols Harmell, Inc., P.S. is fully compliant with the Americans with Disabilities Act, the Equal Employment Opportunity laws and Federal, State, County and City laws. We ensure this by oversight by a managing partner, initial and ongoing training and oversight and implementation of best practices and creation of an employee handbook.

Non-English Speaking Clients

Our firm has established protocols to address the needs of our non-English speaking clients through the use of interpreters and Language Line. These protocols are used at every stage of the representation including out of court consultations, coordination with treatment providers and investigation of clients' cases. We are able to assist clients' needs for any language that we are presented.

Insurance

The firm does not own any motor vehicles and we do not carry automobile liability insurance. We do carry Commercial General Liability Insurance as well as Professional Liability (Legal Malpractice) Insurance at levels consistent with the requested amounts.

Professional References

Judicial

Michael Frans
Kent Municipal Court
1220 Central Avenue South
Kent, WA 98056
(253) 856-5730

Jon Olson
Kirkland Municipal Court
11740 NE 118th Street
Kirkland, WA 98034

Court Administrator

Margaret Yetter
Kent Municipal Court
1220 Central Avenue South
Kent, WA 98032
(253) 856-5730

Jennefer Johnson
Bremerton Municipal Court
550 Park Avenue
Bremerton, WA 98337
(360) 473-5260

Prosecuting Attorney

Michelle Walker
City of Kent Prosecuting Attorney
220 Fourth Avenue South
Kent, WA 98056
(253) 856-5770

Tara Vaughn
City of Des Moines Prosecuting Attorney
21630 11th Avenue South
Des Moines, WA 98198
(206) 870-6515

Proposed Cost of Services

Stewart, MacNichols Harmell, Inc., P.S., hereby propose to provide public defender services to the city of Seatac for the sum of \$16,000.00 per month. The \$16,000.00 will cover the cost of providing attorney services for the first 40 cases appointed each month. Additional appointed cases will be billed at \$400.00 per case.

There shall be an additional fee of \$1000.00 for any appeal where a brief is filed.

Extraordinary Costs including Expert Witness Fees and Investigators

As required by the Standards for Indigent Defense, costs under the contract may include the cost of transcribing any hearing for which there is an appeal. There may also be additional costs for retaining investigators, expert witnesses, including mental health experts, and other non-routine services including, but not limited to obtaining a client's medical records and lay witness fees/mileage incurred in bringing defense witnesses to court. Should we believe that an interpreter, expert, investigator or any other non-routine service is necessary to fully represent a client, we will petition the court for additional funds to cover the cost associated with retaining any such expert, or investigative personnel. As a general rule, the circumstances where it becomes necessary to retain an interpreter, expert or investigator are limited.

Time and Conference Requirements

Meetings with City Staff: Our firm will be available to meet with a city-designated representative on a quarterly and annual basis to review the number of cases, overall performance and any issues of concern.

Attendance at Court or City Meetings: Our firm will be available to meet with the City and/or Court staff to address any ad hoc or ongoing issues or concerns, municipal court operations, or other issues that may arise.

REQUIRED SIGNATURE PAGE FOR PROPOSAL

I, the undersigned, having carefully examined the Request for Qualifications, propose to furnish services in accordance therewith as set forth in the attached proposal.

I further agree that this proposal will remain in effect for not less than sixty (60) calendar days from the date that proposals are due, and that this proposal may not be withdrawn or modified during that time.

Being first duly sworn, on my oath, I hereby certify that this proposal is genuine and not a sham or collusive proposal, or made in the interests or on behalf of any person not therein named; and I have not directly or indirectly induced or solicited any consultant or supplier on the above work to put in a sham proposal or any person or corporation to refrain from submitting a proposal; and that I have not in any manner sought by collusion to secure to myself an advantage over any other contractor(s) or person(s).

In order to induce the City to consider this proposal, the proposer irrevocably waives any existing rights which it may have, by contract or otherwise, to require another person or corporation to refrain from submitting a proposal to or performing work or providing supplies to City of SeaTac, and proposer further promises that it will not in the future directly or indirectly induce or solicit any person or corporation to refrain from submitting a bid or proposal to or from performing work or providing supplies to City of SeaTac.

Signature 

Printed Name KEN HARMELL

Firm Name STEWART MACNICHOLS HARMELL INC P.S.

Address 655 WEST SMITH ST #210 KENT WA 98032

Phone 253 859 8840

UBI No: 601591851

THIS PAGE MUST BE SIGNED AND RETURNED WITH PROPOSAL