

State of Washington
Contracts & Procurement Division
Department of Enterprise Services
P.O. Box 41411
Olympia, WA 98504-1411

Phoenix Protective Corporation
18303 E Appleway Ave
Spokane Valley, WA 99016-9591

**FIRST AMENDMENT
TO
CONTRACT NO. 03818
SECURITY GUARD SERVICES**

This First Amendment ("Amendment") to Contract No. 03818 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("State") and Phoenix Protective Corporation, a Washington corporation ("Contractor") and is dated as of May 1, 2020.

RECITALS

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 03818 for Security Guard Services dated effective as of January 1, 2019 ("Contract").
- B. The amendment set forth herein is within the scope of the Contract.
- C. The Parties now desire to amend the Contract as set forth herein.

AGREEMENT


NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

1. **ECONOMIC ADJUSTMENT.** Exhibit B – Prices for Goods/Services is hereby amended by deleting the existing Exhibit B in its entirety and inserting the attached Exhibit B – Prices for Services.
2. **NO CHANGE OTHER THAN AMENDMENT.** Except as amended herein, the Contract is unaffected and remains in full force and effect.
3. **INTEGRATED AGREEMENT; MODIFICATION.** This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.
4. **AUTHORITY.** Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.

5. ELECTRONIC SIGNATURES. A signed copy of this Amendment or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
6. COUNTERPARTS. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

PHOENIX PROTECTIVE CORPORATION
A WASHINGTON CORPORATION

By: 

Name: Sheila Leslie

Title: President

Date: May 4th, 2020

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: Leslie Edwards (electronically signed)

Name: Leslie Edwards

Title: Contracts Specialist

Date: 5/5/2020

**Exhibit B
Prices for Services**

Vendor	Region	Type of Service	Hourly Rate	Vehicle (per month)	Patrol Checks / Alarm Response (Per Occurrence)	On-Call (per hour)	Overtime (per hour)	Supervisor (per hour)	Workplace Violence (per hour)
Phoenix Protective Corporation	Eastern	Armed Guard	\$ 25.46	\$ 865.72	\$ 40.74	\$ 25.46	\$ 34.37	\$ 29.54	\$ 56.02
Phoenix Protective Corporation	Eastern	Rapid Response	\$ 47.87	\$ 865.72	\$ 40.74	\$ 47.87	\$ 64.62	\$ 51.94	\$ 56.02
Phoenix Protective Corporation	Eastern	Unarmed Guard	\$ 23.93	\$ 865.72	\$ 40.74	\$ 23.93	\$ 32.32	\$ 28.01	\$ 56.02
Phoenix Protective Corporation	North Central	Armed Guard	\$ 25.08	\$ 852.71	\$ 40.13	\$ 25.08	\$ 33.86	\$ 29.09	\$ 55.18
Phoenix Protective Corporation	North Central	Rapid Response	\$ 47.15	\$ 852.71	\$ 40.13	\$ 47.15	\$ 63.65	\$ 51.16	\$ 55.18
Phoenix Protective Corporation	North Central	Unarmed Guard	\$ 23.58	\$ 852.71	\$ 40.13	\$ 23.58	\$ 31.83	\$ 27.59	\$ 55.18
Phoenix Protective Corporation	Northwest	Armed Guard	\$ 25.73	\$ 874.69	\$ 49.39	\$ 25.73	\$ 34.73	\$ 29.84	\$ 56.60
Phoenix Protective Corporation	Northwest	Rapid Response	\$ 48.37	\$ 874.69	\$ 49.39	\$ 48.37	\$ 65.29	\$ 52.48	\$ 66.89
Phoenix Protective Corporation	Northwest	Unarmed Guard	\$ 24.18	\$ 874.69	\$ 46.31	\$ 24.18	\$ 32.65	\$ 28.30	\$ 56.60
Phoenix Protective Corporation	Olympic	Armed Guard	\$ 25.46	\$ 865.74	\$ 40.74	\$ 25.46	\$ 34.37	\$ 29.54	\$ 56.02
Phoenix Protective Corporation	Olympic	Rapid Response	\$ 47.87	\$ 865.74	\$ 40.74	\$ 47.87	\$ 64.62	\$ 51.94	\$ 56.02
Phoenix Protective Corporation	Olympic	Unarmed Guard	\$ 23.94	\$ 865.74	\$ 40.74	\$ 23.94	\$ 32.32	\$ 28.01	\$ 56.02
Phoenix Protective Corporation	Seattle	Armed Guard	\$ 30.87	\$ 874.69	\$ 49.39	\$ 30.87	\$ 41.68	\$ 34.99	\$ 77.18
Phoenix Protective Corporation	Seattle	Rapid Response	\$ 58.66	\$ 874.69	\$ 49.39	\$ 58.66	\$ 79.19	\$ 62.77	\$ 77.18
Phoenix Protective Corporation	Seattle	Unarmed Guard	\$ 29.33	\$ 874.69	\$ 46.31	\$ 29.33	\$ 39.60	\$ 33.44	\$ 77.18
Phoenix Protective Corporation	South Central	Armed Guard	\$ 25.38	\$ 863.06	\$ 40.61	\$ 25.38	\$ 34.27	\$ 29.45	\$ 55.84
Phoenix Protective Corporation	South Central	Rapid Response	\$ 47.72	\$ 863.06	\$ 40.61	\$ 47.72	\$ 64.42	\$ 51.78	\$ 55.84
Phoenix Protective Corporation	South Central	Unarmed Guard	\$ 23.86	\$ 863.06	\$ 40.61	\$ 23.86	\$ 32.22	\$ 27.92	\$ 55.84
Phoenix Protective Corporation	Southwest	Armed Guard	\$ 25.41	\$ 863.97	\$ 40.66	\$ 25.41	\$ 34.30	\$ 29.48	\$ 55.90
Phoenix Protective Corporation	Southwest	Rapid Response	\$ 47.77	\$ 863.97	\$ 40.66	\$ 47.77	\$ 64.49	\$ 51.84	\$ 55.90
Phoenix Protective Corporation	Southwest	Unarmed Guard	\$ 23.89	\$ 863.97	\$ 40.66	\$ 23.89	\$ 32.25	\$ 27.95	\$ 55.90
Phoenix Protective Corporation	Tacoma	Armed Guard	\$ 25.46	\$ 865.74	\$ 45.83	\$ 25.46	\$ 34.37	\$ 29.54	\$ 56.02
Phoenix Protective Corporation	Tacoma	Rapid Response	\$ 47.87	\$ 865.74	\$ 45.83	\$ 47.87	\$ 64.62	\$ 51.94	\$ 66.20
Phoenix Protective Corporation	Tacoma	Unarmed Guard	\$ 23.94	\$ 865.74	\$ 45.83	\$ 23.94	\$ 32.32	\$ 28.01	\$ 56.02

State of Washington
Contracts & Procurement Division
Department of Enterprise Services
P.O. Box 41411
Olympia, WA 98504-1411

Phoenix Protective Corporation
18303 E Appleway Ave
Spokane Valley, WA 99016-9591

**SECOND AMENDMENT
TO
CONTRACT No. 03818
SECURITY GUARD SERVICES**

This Second Amendment (“Amendment”) to Contract No. 03818 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency (“State”) and Phoenix Protective Corporation, a Washington corporation (“Contractor”) and is effective as of August 15, 2021.

RECITALS

- A. State and Contractor (collectively the “Parties”) entered into that certain Contract No. 03818 for Security Guard Services dated effective as of January 1, 2019 (“Contract”).
- B. The Parties previously amended the Contract one (1) time:
 - a. Amendment 1 effective May 1, 2020 (Economic adjustment).
- C. The amendment set forth herein is within the scope of the Contract.
- D. The Parties now desire to amend the Contract as set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

1. TERM. The contract is amended to extend to the maximum term, ending December 31, 2024.
2. Economic Price Adjustment. Section 3.3 – Economic Adjustment of the Contract is hereby amended by deleting the existing Section 3.3 in its entirety and inserting the following in lieu thereof:

ECONOMIC ADJUSTMENT. Beginning fifteen (15) months after the effective date of this Master Contract, and for every annual anniversary thereafter, the prices set forth in *Exhibit B* shall be adjusted, based upon the percent changes (whether up or down) in the United States Department of Labor, Bureau of Labor and Statistics (BLS) indices for *Security guards and patrol services, not seasonally adjusted (series id: PCU561612561612)*, for the most recent year. Economic adjustment will lag one (1) calendar quarter past the Contract commencement date to allow for publication of final BLS data. All calculations for the index shall be based upon the latest version of final data published as of April 1 each year. Prices shall be adjusted on May 1, 2020 and annually thereafter. If an index is recoded, that is the replacement is a direct substitute according

to the BLS, this Contract will instead use the recode. If an index becomes unavailable, Enterprise Services shall substitute a proxy index. If there is not a direct substitute, the next higher aggregate index available will be used. The economic adjustment shall be calculated as follows:

$$\text{New Price} = \text{Old Price} \times (\text{Current Period Index} / \text{Base Period Index}).$$

3. ECONOMIC ADJUSTMENT. Exhibit B – Prices for Goods/Services of the Master Contract is hereby amended by deleting the existing Exhibit B in its entirety and inserting the attached Exhibit B – Prices for Services.
4. NO CHANGE OTHER THAN AMENDMENT. Except as amended herein, the Contract is unaffected and remains in full force and effect.
5. INTEGRATED AGREEMENT; MODIFICATION. This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.
6. AUTHORITY. Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
7. ELECTRONIC SIGNATURES. A signed copy of this Amendment or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
8. COUNTERPARTS. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

PHOENIX PROTECTIVE CORPORATION
A WASHINGTON CORPORATION

By:



Name: Sheila Leslie

Title: President

Date: August 9, 2021

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By:



Name: Leslie Edwards

Title: Contracts Specialist

Date: August 11, 2021

**Exhibit B
Prices for Goods/Services**

Vendor	Region	Type of Service	Hourly Rate	Vehicle (per month)	Patrol Checks / Alarm Response (Per Occurrence)	On-Call (per hour)	Overtime (per hour)	Supervisor (per hour)	Workplace Violence (per hour)
Phoenix Protective Corporation	Eastern	Armed Guard	\$26.47	\$899.92	\$42.35	\$26.47	\$35.73	\$30.70	\$58.23
Phoenix Protective Corporation	North Central	Armed Guard	\$26.07	\$886.40	\$41.71	\$26.07	\$35.20	\$30.24	\$57.36
Phoenix Protective Corporation	Northwest	Armed Guard	\$26.74	\$909.24	\$51.35	\$26.74	\$36.10	\$31.02	\$58.83
Phoenix Protective Corporation	Olympic	Armed Guard	\$26.47	\$899.93	\$42.35	\$26.47	\$35.73	\$30.70	\$58.23
Phoenix Protective Corporation	Seattle	Armed Guard	\$32.09	\$909.24	\$51.35	\$32.09	\$43.32	\$36.37	\$80.23
Phoenix Protective Corporation	South Central	Armed Guard	\$26.39	\$897.15	\$42.22	\$26.39	\$35.62	\$30.61	\$58.05
Phoenix Protective Corporation	Southwest	Armed Guard	\$26.41	\$898.10	\$42.26	\$26.41	\$35.66	\$30.64	\$58.11
Phoenix Protective Corporation	Tacoma	Armed Guard	\$26.47	\$899.93	\$47.64	\$26.47	\$35.73	\$30.70	\$58.23
Phoenix Protective Corporation	Eastern	Rapid Response	\$49.76	\$899.92	\$42.35	\$49.76	\$67.18	\$53.99	\$58.23
Phoenix Protective Corporation	North Central	Rapid Response	\$49.01	\$886.40	\$41.71	\$49.01	\$66.17	\$53.18	\$57.36
Phoenix Protective Corporation	Northwest	Rapid Response	\$50.28	\$909.24	\$51.35	\$50.28	\$67.87	\$54.55	\$69.53
Phoenix Protective Corporation	Olympic	Rapid Response	\$49.76	\$899.93	\$42.35	\$49.76	\$67.18	\$54.00	\$58.23
Phoenix Protective Corporation	Seattle	Rapid Response	\$60.97	\$909.24	\$51.35	\$60.97	\$82.31	\$65.25	\$80.23
Phoenix Protective Corporation	South Central	Rapid Response	\$49.61	\$897.15	\$42.22	\$49.61	\$66.97	\$53.83	\$58.05
Phoenix Protective Corporation	Southwest	Rapid Response	\$49.66	\$898.10	\$42.26	\$49.66	\$67.04	\$53.89	\$58.11
Phoenix Protective Corporation	Tacoma	Rapid Response	\$49.76	\$899.93	\$47.64	\$49.76	\$67.18	\$54.00	\$68.82
Phoenix Protective Corporation	Eastern	Unarmed Guard	\$24.88	\$899.92	\$42.35	\$24.88	\$33.59	\$29.11	\$58.23
Phoenix Protective Corporation	North Central	Unarmed Guard	\$24.51	\$886.40	\$41.71	\$24.51	\$33.09	\$28.68	\$57.36
Phoenix Protective Corporation	Northwest	Unarmed Guard	\$25.14	\$909.24	\$48.14	\$25.14	\$33.94	\$29.42	\$58.83
Phoenix Protective Corporation	Olympic	Unarmed Guard	\$24.88	\$899.93	\$42.35	\$24.88	\$33.59	\$29.12	\$58.23
Phoenix Protective Corporation	Seattle	Unarmed Guard	\$30.49	\$909.24	\$48.14	\$30.49	\$41.16	\$34.77	\$80.23
Phoenix Protective Corporation	South Central	Unarmed Guard	\$24.80	\$897.15	\$42.22	\$24.80	\$33.49	\$29.03	\$58.05
Phoenix Protective Corporation	Southwest	Unarmed Guard	\$24.83	\$898.10	\$42.26	\$24.83	\$33.53	\$29.06	\$58.11
Phoenix Protective Corporation	Tacoma	Unarmed Guard	\$24.88	\$899.93	\$47.64	\$24.88	\$33.59	\$29.12	\$58.23

State of Washington
Contracts & Procurement Division
Department of Enterprise Services
P.O. Box 41411
Olympia, WA 98504-1411

Phoenix Protective Corporation
18303 E Appleway Ave
Spokane Valley, WA 99016-9591

**THIRD AMENDMENT
TO
CONTRACT No. 03818
SECURITY GUARD SERVICES**

This Third Amendment (“Amendment”) to Contract No. 03818 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency (“State”) and Phoenix Protective Corporation, a Washington corporation (“Contractor”) and is dated and effective as of April 1, 2022.

RECITALS

- A. State and Contractor (collectively the “Parties”) entered into that certain Contract No. 03818 for security guard services dated effective as of January 1, 2019 (“Contract”).
- B. The Parties previously amended the Contract as follows:
 - Amendment 1 effective May 1, 2020 (economic adjustment)
 - Amendment 2 effective August 15, 2021 (economic adjustment, update language)
- C. The amendment set forth herein is within the scope of the Contract.
- D. The Parties now desire to amend the Contract as set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

1. **PRICE ADJUSTMENT.** Exhibit B – Prices for Goods/Services of the Master Contract is hereby amended by deleting the existing Exhibit B in its entirety and inserting the attached Exhibit B – Prices for Services.
2. **PRICE ADJUSTMENT LANGUAGE.** Section 3.3 – Economic Adjustment is hereby amended by deleting the existing Section 3.3 in its entirety and inserting the following in lieu thereof:

PRICE ADJUSTMENTS. The Master Contract prices are the maximum prices the Contractor may charge. Beginning September 2022, and for every annual anniversary thereafter, the prices set forth in Exhibit B shall be adjusted. Price increases are to be on a pass-through basis only and must not produce a higher profit margin for Contractor than that established by the original Master Contract pricing. Requests will be determined by using Employment Security Departments (ESD’s) Occupational Employment and Wage Statistics (OEWS) that is posted to their website in August. Enterprise Services will use the Standard Occupational Classification (SOC) Code of 33-9032, titled Security Guards, for Washington. A comparison

will be made of the percentage change year over year for the most current year, the percentage difference will be the percentage of the price adjustment. If a price increase is approved in part or in full, the resulting new Master Contract pricing will be implemented through a Contract Amendment. Contractor may not make Master Contract extensions contingent on price adjustments.

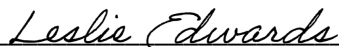
3. NO CHANGE OTHER THAN AMENDMENT. Except as amended herein, the Contract is unaffected and remains in full force and effect.
4. INTEGRATED AGREEMENT; MODIFICATION. This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.
5. AUTHORITY. Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
6. ELECTRONIC SIGNATURES. A signed copy of this Amendment or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
7. COUNTERPARTS. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

PHOENIX PROTECTIVE CORPORATION
A WASHINGTON CORPORATION

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: 

By: 

Name: Sheila Leslie

Name: Leslie Edwards

Title: President

Title: Contracts Specialist

Date: 3/26/22

Date: 3/28/2022

Exhibit B – Prices for Services

Vendor	Region	Type of Service	Hourly Rate	Vehicle	Patrol Checks	On-Call	Overtime	Supervisor	Workplace Violence
Phoenix Protective Corporation	Eastern	Armed Guard	\$ 29.56	\$1,005.21	\$ 47.30	\$ 29.56	\$ 39.91	\$ 34.30	\$ 65.04
Phoenix Protective Corporation	North Central	Armed Guard	\$ 29.12	\$ 990.10	\$ 46.59	\$ 29.12	\$ 39.31	\$ 33.78	\$ 64.07
Phoenix Protective Corporation	Northwest	Armed Guard	\$ 29.87	\$1,015.63	\$ 57.35	\$ 29.87	\$ 40.33	\$ 34.65	\$ 65.72
Phoenix Protective Corporation	Olympic	Armed Guard	\$ 29.57	\$1,005.23	\$ 47.30	\$ 29.57	\$ 39.91	\$ 34.30	\$ 65.04
Phoenix Protective Corporation	Seattle	Armed Guard	\$ 35.85	\$1,015.63	\$ 57.35	\$ 35.85	\$ 48.39	\$ 40.63	\$ 89.61
Phoenix Protective Corporation	South Central	Armed Guard	\$ 29.47	\$1,002.11	\$ 47.16	\$ 29.47	\$ 39.79	\$ 34.19	\$ 64.84
Phoenix Protective Corporation	Southwest	Armed Guard	\$ 29.51	\$1,003.18	\$ 47.21	\$ 29.51	\$ 39.83	\$ 34.23	\$ 64.91
Phoenix Protective Corporation	Tacoma	Armed Guard	\$ 29.57	\$1,005.23	\$ 53.22	\$ 29.57	\$ 39.91	\$ 34.30	\$ 65.04
Phoenix Protective Corporation	Eastern	Rapid Response	\$ 55.58	\$1,005.21	\$ 47.30	\$ 55.58	\$ 75.04	\$ 60.31	\$ 65.04
Phoenix Protective Corporation	North Central	Rapid Response	\$ 54.75	\$ 990.10	\$ 46.59	\$ 54.75	\$ 73.91	\$ 59.41	\$ 64.07
Phoenix Protective Corporation	Northwest	Rapid Response	\$ 56.16	\$1,015.63	\$ 57.35	\$ 56.16	\$ 75.81	\$ 60.94	\$ 77.67
Phoenix Protective Corporation	Olympic	Rapid Response	\$ 55.58	\$1,005.23	\$ 47.30	\$ 55.58	\$ 75.04	\$ 60.31	\$ 65.04
Phoenix Protective Corporation	Seattle	Rapid Response	\$ 68.11	\$1,015.63	\$ 57.35	\$ 68.11	\$ 91.94	\$ 72.89	\$ 89.61
Phoenix Protective Corporation	South Central	Rapid Response	\$ 55.41	\$1,002.11	\$ 47.16	\$ 55.41	\$ 74.80	\$ 60.13	\$ 64.84
Phoenix Protective Corporation	Southwest	Rapid Response	\$ 55.47	\$1,003.18	\$ 47.21	\$ 55.47	\$ 74.88	\$ 60.19	\$ 64.91
Phoenix Protective Corporation	Tacoma	Rapid Response	\$ 55.58	\$1,005.23	\$ 53.22	\$ 55.58	\$ 75.04	\$ 60.31	\$ 76.87
Phoenix Protective Corporation	Eastern	Unarmed Guard	\$ 27.79	\$1,005.21	\$ 47.30	\$ 27.79	\$ 37.52	\$ 32.52	\$ 65.04
Phoenix Protective Corporation	North Central	Unarmed Guard	\$ 27.37	\$ 990.10	\$ 46.59	\$ 27.37	\$ 36.96	\$ 32.03	\$ 64.07
Phoenix Protective Corporation	Northwest	Unarmed Guard	\$ 28.08	\$1,015.63	\$ 53.77	\$ 28.08	\$ 37.91	\$ 32.86	\$ 65.72
Phoenix Protective Corporation	Olympic	Unarmed Guard	\$ 27.79	\$1,005.23	\$ 47.30	\$ 27.79	\$ 37.52	\$ 32.52	\$ 65.04
Phoenix Protective Corporation	Seattle	Unarmed Guard	\$ 34.05	\$1,015.63	\$ 53.77	\$ 34.05	\$ 45.98	\$ 38.83	\$ 89.61
Phoenix Protective Corporation	South Central	Unarmed Guard	\$ 27.71	\$1,002.11	\$ 47.16	\$ 27.71	\$ 37.41	\$ 32.42	\$ 64.84
Phoenix Protective Corporation	Southwest	Unarmed Guard	\$ 27.73	\$1,003.18	\$ 47.21	\$ 27.73	\$ 37.45	\$ 32.46	\$ 64.91
Phoenix Protective Corporation	Tacoma	Unarmed Guard	\$ 27.79	\$1,005.23	\$ 53.22	\$ 27.79	\$ 37.52	\$ 32.52	\$ 65.04

State of Washington
Contracts & Procurement Division
Department of Enterprise Services
P.O. Box 41411
Olympia, WA 98504-1411

Phoenix Protective Corporation
18303 E Appleway Ave
Spokane Valley, WA 99016-9591

**FOURTH AMENDMENT
TO
CONTRACT No. 03818
SECURITY GUARD SERVICES**

This Fourth Amendment (“Amendment”) to Contract No. 03818 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency (“State”) and Phoenix Protective Corporation, a Washington corporation (“Contractor”) and is dated and effective as of July 20, 2023.

RECITALS

- A. State and Contractor (collectively the “Parties”) entered into that certain Contract No. 03818 for security guard services dated effective as of January 1, 2019 (“Contract”).
- B. The Parties previously amended the Contract as follows:
 - Amendment 1 effective May 1, 2020 (economic adjustment)
 - Amendment 2 effective August 15, 2021 (economic adjustment, update language)
 - Amendment 3 effective April 1, 2022 (economic adjustment, update language)
- C. The amendment set forth herein is within the scope of the Contract.
- D. The Parties now desire to amend the Contract as set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

1. **PRICE ADJUSTMENT.** Exhibit B – Prices for Goods/Services of the Master Contract is hereby amended by deleting the existing Exhibit B in its entirety and inserting the attached Exhibit B – Prices for Services.
2. **NO CHANGE OTHER THAN AMENDMENT.** Except as amended herein, the Contract is unaffected and remains in full force and effect.
3. **INTEGRATED AGREEMENT; MODIFICATION.** This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.

4. **AUTHORITY.** Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
5. **ELECTRONIC SIGNATURES.** A signed copy of this Amendment or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
6. **COUNTERPARTS.** This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

**PHOENIX PROTECTIVE CORPORATION
A WASHINGTON CORPORATION**

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: *Sheila Leslie*

By: *Lawrence Lim*

Name: Sheila Leslie

Name: Lawrence Lim

Title: President

Title: Contracts Specialist

Date: July 19th, 2023

Date: July 20, 2023

Exhibit B – Prices for Services

Vendor	Region	Type of Service	Patrol Checks /							
			Hourly Rate	Vehicle (per month)	Alarm Response (Per Occurrence)	On-Call (per hour)	Overtime (per hour)	Supervisor (per hour)	Workplace Violence (per hour)	
Phoenix Protective Corporation	Eastern	Armed Guard	\$35.48	\$1,206.25	\$56.76	\$35.48	\$47.90	\$41.15	\$78.05	
Phoenix Protective Corporation	North Central	Armed Guard	\$34.94	\$1,188.13	\$55.91	\$34.94	\$47.18	\$40.54	\$76.88	
Phoenix Protective Corporation	Northwest	Armed Guard	\$35.85	\$1,218.75	\$68.82	\$35.85	\$48.39	\$41.58	\$78.86	
Phoenix Protective Corporation	Olympic	Armed Guard	\$35.48	\$1,206.27	\$56.77	\$35.48	\$47.90	\$41.16	\$78.05	
Phoenix Protective Corporation	Seattle	Armed Guard	\$43.01	\$1,218.75	\$68.82	\$43.01	\$58.07	\$48.75	\$107.54	
Phoenix Protective Corporation	South Central	Armed Guard	\$35.37	\$1,202.54	\$56.59	\$35.37	\$47.75	\$41.03	\$77.81	
Phoenix Protective Corporation	Southwest	Armed Guard	\$35.41	\$1,203.81	\$56.65	\$35.41	\$47.80	\$41.07	\$77.89	
Phoenix Protective Corporation	Tacoma	Armed Guard	\$35.48	\$1,206.27	\$63.86	\$35.48	\$47.90	\$41.16	\$78.05	
Phoenix Protective Corporation	Eastern	Rapid Response	\$66.70	\$1,206.25	\$56.76	\$66.70	\$90.04	\$72.37	\$78.05	
Phoenix Protective Corporation	North Central	Rapid Response	\$65.70	\$1,188.13	\$55.91	\$65.70	\$88.69	\$71.29	\$76.88	
Phoenix Protective Corporation	Northwest	Rapid Response	\$67.39	\$1,218.75	\$68.82	\$67.39	\$90.98	\$73.13	\$93.20	
Phoenix Protective Corporation	Olympic	Rapid Response	\$66.70	\$1,206.27	\$56.77	\$66.70	\$90.04	\$72.38	\$78.05	
Phoenix Protective Corporation	Seattle	Rapid Response	\$81.73	\$1,218.75	\$68.82	\$81.73	\$110.33	\$87.46	\$107.54	
Phoenix Protective Corporation	South Central	Rapid Response	\$66.49	\$1,202.54	\$56.59	\$66.49	\$89.77	\$72.15	\$77.81	
Phoenix Protective Corporation	Southwest	Rapid Response	\$66.56	\$1,203.81	\$56.65	\$66.56	\$89.86	\$72.23	\$77.89	
Phoenix Protective Corporation	Tacoma	Rapid Response	\$66.70	\$1,206.27	\$63.86	\$66.70	\$90.04	\$72.38	\$92.24	
Phoenix Protective Corporation	Eastern	Unarmed Guard	\$33.35	\$1,206.25	\$56.76	\$33.35	\$45.03	\$39.03	\$78.05	
Phoenix Protective Corporation	North Central	Unarmed Guard	\$32.85	\$1,188.13	\$55.91	\$32.85	\$44.35	\$38.44	\$76.88	
Phoenix Protective Corporation	Northwest	Unarmed Guard	\$33.69	\$1,218.75	\$64.52	\$33.69	\$45.50	\$39.43	\$78.86	
Phoenix Protective Corporation	Olympic	Unarmed Guard	\$33.35	\$1,206.27	\$56.77	\$33.35	\$45.03	\$39.03	\$78.05	
Phoenix Protective Corporation	Seattle	Unarmed Guard	\$40.86	\$1,218.75	\$64.52	\$40.86	\$55.17	\$46.60	\$107.54	
Phoenix Protective Corporation	South Central	Unarmed Guard	\$33.25	\$1,202.54	\$56.59	\$33.25	\$44.89	\$38.91	\$77.81	
Phoenix Protective Corporation	Southwest	Unarmed Guard	\$33.28	\$1,203.81	\$56.65	\$33.28	\$44.94	\$38.95	\$77.89	
Phoenix Protective Corporation	Tacoma	Unarmed Guard	\$33.35	\$1,206.27	\$63.86	\$33.35	\$45.03	\$39.03	\$78.05	

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	CONTRACT AMENDMENT	
	Contract No.:	03818
Phoenix Protective Corporation 18303 E Appleway Ave Spokane Valley, WA 99016-9591	Amendment No.:	5
	Effective Date:	May 1, 2024

**FIFTH AMENDMENT
TO
CONTRACT NO. 03818
SECURITY GUARD SERVICES**

This Fifth Amendment (“Amendment”) to Contract No. 03818 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency (“Enterprise Services”) and Phoenix Protective Corporation, a Washington corporation (“Contractor”) and is dated as of May 1, 2024.

RECITALS

- A. Enterprise Services and Contractor (collectively the “Parties”) entered into that certain Contract No. 03818 for Security Guard Services dated effective as of January 1, 2019. (“Contract”).
- B. The Parties previously amended the Contract as follows:
 - a. By instrument titled First Amendment to Contract (dated May 1, 2020) to replace Exhibit B – Prices for Services (Economic Price Adjustment); and
 - b. By instrument titled Second Amendment to Contract (dated August 15, 2021) to replace Section 3.3 (Economic Adjustment) and to replace Exhibit B – Prices for Services (Economic Price Adjustment); and
 - c. By instrument titled Third Amendment to Contract (dated April 1, 2022) to replace Section 3.3 (Economic Adjustment) and to replace Exhibit B – Prices for Services (Economic Price Adjustment); and
 - d. By instrument titled Fourth Amendment to Contract (dated July 20, 2023) to replace Exhibit B – Prices for Services (Economic Price Adjustment).
- C. The amendment set forth herein is within the scope of the Contract.
- D. The Parties now desire to amend the Contract as set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

1. **ECONOMIC PRICE ADJUSTMENT.** Pursuant to section 3.3 of the Contract, the pricing for the services is hereby amended by deleting the existing Exhibit B – Prices for Services in its entirety and inserting the attached Exhibit B – Prices for Services (dated May 1, 2024). These prices include the agreed economic adjustment from the Employment Security Departments (ESD's) Occupational Employment and Wage Statistics (OEWS) Standard Occupational Classification (SOC) Code of 33-9032. The Contract pricing for the services is hereby amended by deleting the existing *Exhibit B – Prices for Services* in its entirety and inserting the attached *Exhibit B – Prices for Services* (dated May 1, 2024). As of the effective date of this Amendment, these prices include the agreed economic adjustment from the Employment Security Departments (ESD's) Occupational Employment and Wage Statistics (OEWS) Standard Occupational Classification (SOC) Code of 33-9032. This is the final price adjustment for 2024.
2. **NONDISCRIMINATION.** The following provision is added as a new subsection at the end of Section 14 of the Contract (General Provisions):

14.24. **NONDISCRIMINATION.**

- (a) Nondiscrimination Requirement. During the term of this Contract, Contractor, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, Contractor, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which Contractor, or subcontractor, has a collective bargaining or other agreement.
- (b) Obligation to Cooperate. Contractor, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that Contractor, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).
- (c) Default. Notwithstanding any provision to the contrary, Enterprise Services may suspend Contractor, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until Enterprise Services receives notification that Contractor, including any subcontractor, is cooperating with the investigating state agency. In the event Contractor, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), Enterprise Services may terminate this Contract in whole or in part, and Contractor, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. Contractor or subcontractor may be given a reasonable time in which to cure this noncompliance, including

implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.

(d) Remedies for Breach. Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, Contractor, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original Contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. Enterprise Services and/or Purchasers shall have the right to deduct from any monies due to Contractor or subcontractor, or that thereafter become due, an amount for damages Contractor or subcontractor will owe Enterprise Services and/or Purchasers for default under this provision.

3. NO CHANGE OTHER THAN AMENDMENT. Except as amended herein, the Contract is unaffected and remains in full force and effect.
4. INTEGRATED AGREEMENT; MODIFICATION. This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.
5. AUTHORITY. Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
6. ELECTRONIC SIGNATURES. An electronic signature or electronic record of this Amendment or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
7. COUNTERPARTS. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

Space intentionally left blank.

EXECUTED AND EFFECTIVE as of the day and date first above written.

**PHOENIX PROTECTIVE CORPORATION
A WASHINGTON CORPORATION**

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: Sheila Leslie
Name: Sheila Leslie
Title: President
Date: Apr 24, 2024

By: 
Name: Tim Foitzik
Title: Procurement Supervisor
Date: Apr 24, 2024

**EXHIBIT B
PRICES FOR SERVICES**

Region	Type of Service	Hourly Rate	Vehicle (per month)	Patrol Checks / Alarm Response (Per Occurrence)	On-Call (per hour)	Overtime (per hour)	Supervisor (per hour)	Workplace Violence (per hour)
Eastern	Armed Guard	\$35.50	\$1,207.09	\$56.80	\$35.50	\$47.93	\$41.18	\$78.11
Eastern	Rapid Response	\$66.75	\$1,207.09	\$56.80	\$66.75	\$90.11	\$72.43	\$78.11
Eastern	Unarmed Guard	\$33.37	\$1,207.09	\$56.80	\$33.37	\$45.06	\$39.05	\$78.11
North Central	Armed Guard	\$34.97	\$1,188.96	\$55.95	\$34.97	\$47.21	\$40.56	\$76.93
North Central	Rapid Response	\$65.74	\$1,188.96	\$55.95	\$65.74	\$88.75	\$71.34	\$76.93
North Central	Unarmed Guard	\$32.87	\$1,188.96	\$55.95	\$32.87	\$44.38	\$38.47	\$76.93
Northwest	Armed Guard	\$35.87	\$1,219.60	\$68.87	\$35.87	\$48.43	\$41.61	\$78.92
Northwest	Rapid Response	\$67.44	\$1,219.60	\$68.87	\$67.44	\$91.04	\$73.18	\$93.26
Northwest	Unarmed Guard	\$33.72	\$1,219.60	\$64.57	\$33.72	\$45.53	\$39.46	\$78.92
Olympic	Armed Guard	\$35.50	\$1,207.12	\$56.81	\$35.50	\$47.93	\$41.18	\$78.11
Olympic	Rapid Response	\$66.75	\$1,207.12	\$56.81	\$66.75	\$90.11	\$72.43	\$78.11
Olympic	Unarmed Guard	\$33.37	\$1,207.12	\$56.81	\$33.37	\$45.06	\$39.05	\$78.11
Seattle	Armed Guard	\$43.04	\$1,219.60	\$68.87	\$43.04	\$58.11	\$48.78	\$107.61
Seattle	Rapid Response	\$81.79	\$1,219.60	\$68.87	\$81.79	\$110.41	\$87.52	\$107.61
Seattle	Unarmed Guard	\$40.89	\$1,219.60	\$64.57	\$40.89	\$55.21	\$46.63	\$107.61
South Central	Armed Guard	\$35.39	\$1,203.38	\$56.63	\$35.39	\$47.78	\$41.06	\$77.87
South Central	Rapid Response	\$66.54	\$1,203.38	\$56.63	\$66.54	\$89.83	\$72.20	\$77.87
South Central	Unarmed Guard	\$33.27	\$1,203.38	\$56.63	\$33.27	\$44.92	\$38.93	\$77.87
Southwest	Armed Guard	\$35.43	\$1,204.66	\$56.69	\$35.43	\$47.83	\$41.10	\$77.95
Southwest	Rapid Response	\$66.61	\$1,204.66	\$56.69	\$66.61	\$89.92	\$72.28	\$77.95
Southwest	Unarmed Guard	\$33.31	\$1,204.66	\$56.69	\$33.31	\$44.97	\$38.97	\$77.95
Tacoma	Armed Guard	\$35.50	\$1,207.12	\$63.91	\$35.50	\$47.93	\$41.18	\$78.11
Tacoma	Rapid Response	\$66.75	\$1,207.12	\$63.91	\$66.75	\$90.11	\$72.43	\$92.31
Tacoma	Unarmed Guard	\$33.37	\$1,207.12	\$63.91	\$33.37	\$45.06	\$39.05	\$78.11