

**COUNTY OF MENDOCINO  
STANDARD SERVICES AGREEMENT**

This Agreement, dated as of May 2, 2017, is by and between the COUNTY OF MENDOCINO, hereinafter referred to as the "COUNTY", and Allied Universal Security Services, hereinafter referred to as the "CONTRACTOR".

**WITNESSETH**

WHEREAS, pursuant to Government Code Section 31000, COUNTY may retain independent contractors to perform special services to or for COUNTY or any department thereof; and,

WHEREAS, COUNTY desires to obtain CONTRACTOR for its unarmed security guard services (Services); and,

WHEREAS, CONTRACTOR is willing to provide such services on the terms and conditions set forth in this AGREEMENT and is willing to provide same to COUNTY.

NOW, THEREFORE it is agreed that COUNTY does hereby retain CONTRACTOR to provide the services described in Exhibit "A", and CONTRACTOR accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

Exhibit A	Definition of Services
Exhibit B	Payment Terms
Exhibit C	Insurance Requirements
Appendix A	Certification Regarding Debarment, Suspension, and Other Responsibility Matters -- Lower Tier Covered Transactions

The term of this Agreement shall be from November 16, 2016 through November 17, 2017.

The compensation payable to CONTRACTOR hereunder shall not exceed Two Hundred Forty Five Thousand Dollars (\$245,000) for the term of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**MENDOCINO COUNTY SHERIFF-CORONER  
DEPARTMENT FISCAL REVIEW:**

Thomas D. Allman 12-2-2016  
THOMAS D. ALLMAN, SHERIFF DATE

Budgeted: ☒ Yes ☐ No

Budget Unit: 2310

Line Item: \_\_\_\_\_

Grant: ☐ Yes ☒ No

Grant No.: n/a

**COUNTY OF MENDOCINO**

By: John Mc Caver  
John Mc Caver, Chair MAY 02 2017  
BOARD OF SUPERVISORS

**ATTEST:**

CARMEL J. ANGELO, Clerk of said Board

By: K. J. F. L.  
Deputy MAY 02 2017

I hereby certify that according to the provisions of Government Code Section 25103, delivery of this document has been made.

CARMEL J. ANGELO, Clerk of said Board

By: K. J. F. L.  
Deputy MAY 02 2017

**INSURANCE REVIEW:**

RISK MANAGER

By: Alan D. Flora  
ALAN D. FLORA, Risk Manager

**CONTRACTOR/COMPANY NAME**

By: See pg 2a

**NAME AND ADDRESS OF CONTRACTOR:**

Allied Universal Security Services

2255 Challenger Way, Suite 103

Santa Rosa, Ca. 95407

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

**COUNTY COUNSEL REVIEW:**

APPROVED AS TO FORM:

KATHARINE L. ELLIOTT,  
County Counsel

By: K. Elliott  
Deputy

**FISCAL REVIEW:**

By: [Signature]  
Deputy CEO/Fiscal

**EXECUTIVE OFFICE REVIEW:**

APPROVAL RECOMMENDED

By: Carmel J. Angelo  
CARMEL J. ANGELO, Chief Executive Officer

Signatory Authority: \$0-25,000 Department; \$25,001 - 50,000 Purchasing Agent; \$50,001+ Board of Supervisors  
Exception to Bid Process Required/Completed ☒ 17-30

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**MENDOCINO COUNTY SHERIFF-CORONER  
DEPARTMENT FISCAL REVIEW:**

THOMAS D. ALLMAN, SHERIFF 12-7-2018 DATE

Budgeted: ☒ Yes ☐ No

Budget Unit: 2310

Line Item: \_\_\_\_\_

Grant: ☐ Yes ☒ No

Grant No.: n/a

**COUNTY OF MENDOCINO**

By: \_\_\_\_\_  
DAN GJERDE, Chair  
BOARD OF SUPERVISORS

**ATTEST:**

CARMEL J. ANGELO, Clerk of said Board

By: \_\_\_\_\_  
Deputy

I hereby certify that according to the provisions of Government Code Section 25103, delivery of this document has been made.

CARMEL J. ANGELO, Clerk of said Board

By: \_\_\_\_\_  
Deputy

**INSURANCE REVIEW:**

RISK MANAGER

By: \_\_\_\_\_  
ALAN D. FLORA, Risk Manager

**CONTRACTOR/COMPANY NAME**

By: Ellyl

NAME AND ADDRESS OF CONTRACTOR:

Allied Universal Security Services

2255 Challenger Way, Suite 103

Santa Rosa, Ca. 95407

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

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**COUNTY COUNSEL REVIEW:**

APPROVED AS TO FORM:

KATHARINE L. ELLIOTT,  
County Counsel

By: K. Elliott  
Deputy

**FISCAL REVIEW:**

By: \_\_\_\_\_  
Deputy CEO/Fiscal

**EXECUTIVE OFFICE REVIEW:**

APPROVAL RECOMMENDED

By: Carmel J. Angelo  
CARMEL J. ANGELO, Chief Executive Officer

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors  
Exception to Bid Process Required/Completed ☒ 17-30

## **GENERAL TERMS AND CONDITIONS**

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that CONTRACTOR is an Independent Contractor. CONTRACTOR is not the agent or employee of the COUNTY in any capacity whatsoever, and COUNTY shall not be liable for any acts or omissions by CONTRACTOR nor for any obligations or liabilities incurred by CONTRACTOR.

CONTRACTOR shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

CONTRACTOR shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold County harmless from any and all liability which COUNTY may incur because of CONTRACTOR's failure to pay such amounts.

In carrying out the work contemplated herein, CONTRACTOR shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as Independent Contractors and shall not be treated or considered in any way as officers, agents and/or employees of COUNTY.

CONTRACTOR does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with all applicable federal, state and County laws, including but not limited to prevailing wage laws, ordinances, regulations, titles, departmental procedures and currently approved methods and practices in his/her field and that the sole interest of COUNTY is to ensure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the County agency concerned.

Notwithstanding the foregoing, if the COUNTY determines that pursuant to state and federal law CONTRACTOR is an employee for purposes of income tax withholding, COUNTY may upon two (2) week's written notice to CONTRACTOR, withhold from payments to CONTRACTOR hereunder federal and state income taxes and pay said sums to the federal and state governments.

2. **INDEMNIFICATION:** CONTRACTOR shall indemnify, defend, and hold harmless the COUNTY, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever including damages to property and injuries to, or death of persons, reasonable attorney's fees, expert fees and court costs occurring or resulting, or alleged to be occurring or resulting, to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connections with the CONTRACTOR'S performance or its obligations under this AGREEMENT, and from any and all claims, liabilities, and losses occurring or resulting, or alleged to be occurring or resulting, to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR'S performance of its obligations under this AGREEMENT, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of COUNTY. "CONTRACTOR'S performance" includes CONTRACTOR'S action or inaction and the action or inaction of CONTRACTOR'S officers, employees, agents and subcontractors.
3. **INSURANCE AND BOND:** CONTRACTOR shall at all times during the term of the Agreement with the COUNTY maintain in force those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein.
4. **WORKERS' COMPENSATION:** CONTRACTOR shall provide Workers' Compensation insurance, as applicable, at CONTRACTOR's own cost and expense and further, neither the CONTRACTOR nor its carrier shall be entitled to recover from COUNTY any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.
5. **CONFORMITY WITH LAW AND SAFETY:**
  - a. In performing services under this Agreement, CONTRACTOR shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. CONTRACTOR shall indemnify and hold COUNTY harmless from any and all liability, fines, penalties and consequences from any of CONTRACTOR's failures to comply with such laws, ordinances, codes and regulations.
  - b. **Accidents:** If a death, serious personal injury or substantial property damage occurs in connection with CONTRACTOR's performance of this Agreement, CONTRACTOR shall immediately notify Mendocino County Risk Manager's Office by telephone. CONTRACTOR shall promptly submit to COUNTY a written report, in such form as may be required by COUNTY of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address

of the injured or deceased person(s); (2) name and address of CONTRACTOR's sub-contractor, if any; (3) name and address of CONTRACTOR's liability insurance carrier; and (4) a detailed description of the accident and whether any of COUNTY's equipment, tools, material, or staff were involved.

- c. CONTRACTOR further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the COUNTY the opportunity to review and inspect such evidence, including the scene of the accident.
- 6. PAYMENT: For services performed in accordance with this Agreement, payment shall be made to CONTRACTOR as provided in Exhibit "B" hereto as funding permits.
- 7. TAXES: Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the CONTRACTOR.
- 8. OWNERSHIP OF DOCUMENTS: CONTRACTOR hereby agrees to provide to a private, not-for-profit, successor and if there is none then assigns the COUNTY and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the COUNTY, the CONTRACTOR, the CONTRACTOR's subcontractors or third parties at the request of the CONTRACTOR (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

CONTRACTOR shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. CONTRACTOR agrees to take such further steps as may be reasonably requested by COUNTY to implement the aforesaid assignment. If for any reason said assignment is not effective, CONTRACTOR hereby grants the COUNTY and any assignee of the COUNTY an express royalty – free license to retain and use said Documents and Materials. The COUNTY's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not CONTRACTOR's services as set forth in Exhibit "A" of this Agreement have been fully performed or paid for.

CONTRACTOR shall pay all royalties and license fees which may be due for any patented or copyrighted materials, methods or systems selected by the CONTRACTOR and incorporated into the work as set forth in Exhibit "A", and shall defend, indemnify and hold the COUNTY harmless from any claims for infringement of patent or copyright arising out of such selection.

The COUNTY's rights under this Paragraph 8 shall not extend to any computer software used to create such Documents and Materials.

9. **CONFLICT OF INTEREST:** The CONTRACTOR covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement.
10. **NOTICES:** All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

**Personal delivery:** When personally delivered to the recipient, notices are effective on delivery.

**First Class Mail:** When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. **Certified Mail:** When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

**Overnight Delivery:** When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

**Facsimile transmission:** When sent by facsimile to the facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that, (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To COUNTY:	COUNTY OF MENDOCINO SHERIFF-CORONER OFFICE 951 Low Gap Rd. Ukiah, CA 95482 Attn: Fiscal Unit
To CONTRACTOR:	Allied Universal Security Services 2255 Challenger Way, Suite 103 Santa Rosa, Ca. 95407 ATTN: Steven Claton

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed

effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

11. **USE OF COUNTY PROPERTY:** CONTRACTOR shall not use County property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
12. **EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS:** CONTRACTOR certifies that it will comply with all federal and state laws pertaining to equal employment opportunity and that it shall not engage in any unlawful discrimination.
  - a. CONTRACTOR shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Veteran's status, political affiliation, or any other non-merit factor.
  - b. CONTRACTOR shall, if requested to so do by the COUNTY, certify that it has not, in the performance of this Agreement, engaged in any unlawful discrimination.
  - c. If requested to do so by the COUNTY, CONTRACTOR shall provide the COUNTY with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
  - d. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act which is prohibited by law.
  - e. The CONTRACTOR shall include the provisions set forth in this paragraph in each of its subcontracts.
13. **DRUG-FREE WORKPLACE:** CONTRACTOR and CONTRACTOR's employees shall comply with the COUNTY's policy of maintaining a drug-free workplace. Neither CONTRACTOR nor CONTRACTOR's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any COUNTY facility or work site. If CONTRACTOR or any employee of CONTRACTOR is convicted or pleads *nolo contendere* to a criminal drug statute violation occurring at a County facility or work site, the CONTRACTOR, within five days thereafter, shall notify the head of



the County department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.

14. **ENERGY CONSERVATION:** CONTRACTOR agrees to comply with the mandatory standards and policies relating to energy efficiency in the State of California Energy Conservation Plan, (Title 24, California Administrative Code).
15. **COMPLIANCE WITH LICENSING REQUIREMENTS:** CONTRACTOR shall comply with all necessary licensing requirements and shall obtain appropriate licenses and display the same in a location that is reasonably conspicuous, as well as file copies of same with the County Executive Office.
16. **AUDITS; ACCESS TO RECORDS:** The CONTRACTOR shall make available to the COUNTY, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the COUNTY, and shall furnish to the COUNTY, within sixty (60) days after examination, its authorized agents, officers or employees such other evidence or information as the COUNTY may require with regard to any such expenditure or disbursement charged by the CONTRACTOR.

The CONTRACTOR shall maintain full and adequate records in accordance with County requirements to show the actual costs incurred by the CONTRACTOR in the performance of this Agreement. If such books and records are not kept and maintained by CONTRACTOR within the County of Mendocino, California, CONTRACTOR shall, upon request of the COUNTY, make such books and records available to the COUNTY for inspection at a location within County or CONTRACTOR shall pay to the COUNTY the reasonable, and necessary costs incurred by the COUNTY in inspecting CONTRACTOR's books and records, including, but not limited to, travel, lodging and subsistence costs. CONTRACTOR shall provide such assistance as may be reasonably required in the course of such inspection. The COUNTY further reserves the right to examine and reexamine said books, records and data during the four (4) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the COUNTY, and the CONTRACTOR shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for four (4) years after the COUNTY makes the final or last payment or within four (4) years after any pending issues between the COUNTY and CONTRACTOR with respect to this Agreement are closed, whichever is later.

17. **DOCUMENTS AND MATERIALS:** CONTRACTOR shall maintain and make available to COUNTY for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 8 of this Agreement. CONTRACTOR's obligations under the preceding sentence shall continue for four (4) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by COUNTY), and CONTRACTOR

shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for four (4) years following the COUNTY's last payment to CONTRACTOR under this Agreement.

18. **TIME OF ESSENCE:** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
19. **TERMINATION:** The COUNTY has and reserves the right to suspend, terminate or abandon the execution of any work by the CONTRACTOR without cause at any time upon giving to the CONTRACTOR prior written notice. In the event that the COUNTY should abandon, terminate or suspend the CONTRACTOR's work, the CONTRACTOR shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to CONTRACTOR for its services as listed in Exhibit A, "Definition of Services" shall not exceed \$245,000 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment or lack of funding.
20. **NON APPROPRIATION:** If COUNTY should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the products set forth in this Agreement, or other means of performing the same functions of such products, COUNTY may unilaterally terminate this Agreement only upon thirty (30) days written notice to CONTRACTOR. Upon termination, COUNTY shall remit payment for all products and services delivered to COUNTY and all expenses incurred by CONTRACTOR prior to CONTRACTOR'S receipt of the termination notice.
21. **CHOICE OF LAW:** This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.
22. **VENUE:** All lawsuits relating to this contract must be filed in Mendocino County Superior Court, Mendocino County, California.
23. **WAIVER:** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

24. **ADVERTISING OR PUBLICITY:** CONTRACTOR shall not use the name of County, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of COUNTY in each instance.
25. **ENTIRE AGREEMENT:** This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between COUNTY and CONTRACTOR relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. This Agreement may not be modified except by a written document signed by both parties.
26. **HEADINGS:** Herein are for convenience of reference only and shall in no way affect interpretation of this Agreement.
27. **MODIFICATION OF AGREEMENT:** This Agreement may be supplemented, amended or modified only by the mutual agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
28. **ASSURANCE OF PERFORMANCE:** If at any time the COUNTY has good objective cause to believe CONTRACTOR may not be adequately performing its obligations under this Agreement or that CONTRACTOR may fail to complete the Services as required by this Agreement, COUNTY may request from CONTRACTOR prompt written assurances of performance and a written plan acceptable to COUNTY, to correct the observed deficiencies in CONTRACTOR's performance. CONTRACTOR shall provide such written assurances and written plan within thirty (30) calendar days of its receipt of COUNTY's request and shall thereafter diligently commence and fully perform such written plan. CONTRACTOR acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
29. **SUBCONTRACTING/ASSIGNMENT:** CONTRACTOR shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without the COUNTY's prior written approval.
- a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.

- b. CONTRACTOR shall use subcontractors identified in Exhibit "A" and shall not substitute subcontractors without COUNTY's prior written approval.
  - c. CONTRACTOR shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between CONTRACTOR and its subcontractors.
30. SURVIVAL: The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 8), and Conflict of Interest (Paragraph 9), shall survive termination or expiration for two (2) years.
31. SEVERABILITY: If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
32. PATENT AND COPYRIGHT INDEMNITY: CONTRACTOR represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software ("CONTRACTOR Products") provided to COUNTY under this Agreement infringe any patent, copyright or other proprietary right. CONTRACTOR shall defend, indemnify and hold harmless COUNTY of, from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, "Losses") arising out of or in connection with an assertion that any CONTRACTOR Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party.
- a. COUNTY will: (1) notify CONTRACTOR promptly of such claim, suit or assertion; (2) permit CONTRACTOR to defend, compromise, or settle the claim; and, (3) provide, on a reasonable basis, information to enable CONTRACTOR to do so. CONTRACTOR shall not agree without COUNTY's prior written consent, to any settlement, which would require COUNTY to pay money or perform some affirmative act in order to continue using the CONTRACTOR Products.
  - b. If CONTRACTOR is obligated to defend COUNTY pursuant to this Section 32 and fails to do so after reasonable notice from COUNTY, COUNTY may defend itself and/or settle such proceeding, and CONTRACTOR shall pay to COUNTY any and all losses, damages and expenses (including attorney's fees and costs) incurred in relationship with COUNTY's defense and/or settlement of such proceeding.
  - c. In the case of any such claim of infringement, CONTRACTOR shall either, at its option, (1) procure for COUNTY the right to continue using the

CONTRACTOR Products; or (2) replace or modify the CONTRACTOR Products so that that they become non-infringing, but equivalent in functionality and performance.

- d. Notwithstanding this Section 32, COUNTY retains the right and ability to defend itself, at its own expense, against any claims that CONTRACTOR Products infringe any patent, copyright, or other intellectual property right.

33. OTHER AGENCIES:

Other tax supported agencies within the State of California who have not contracted for their own requirements may desire to participate in this contract. The CONTRACTOR is requested to service these agencies and will be given the opportunity to accept or reject the additional requirements. If the CONTRACTOR elects to supply other agencies, orders will be placed directly by the agency and payments made directly by the agency.

////////////////////[END OF GENERAL TERMS AND CONDITIONS]////////////////////

**EXHIBIT A**  
**DEFINITION OF SERVICES**

CONTRACTOR shall provide the following services:

A. Overview

1. Provide unarmed, uniformed security professionals to enhance the security of the facility by being highly visible, deter vandalism and to perform additional duties as may be described in the post orders.
2. Operate the magnetometer and x-ray equipment to screen visitors and employees for weapons and other contraband;
3. Use handheld wand magnetometers to screen visitors and employees for weapons and other contraband;
4. Professionally search purses, handbags, briefcases, backpacks, etc.;
5. Provide morning and evening security checks of the courthouse and complete a daily incident log reporting and noting security deficiencies and safety issues;
6. Provide positive customer service and general information to the public; and
7. Ensure proper and appropriate treatment of all visitors and employees in relation to the Americans with Disabilities Act ("ADA").

B. CONTRACTOR shall:

1. Furnish all labor and additional equipment necessary to provide unarmed security guard services in accordance with terms, specifications and conditions set forth in this Agreement, and in accordance with the reasonable Post and Operational Orders and Directives that are issued by the COUNTY.
2. Provide an on-site Account Manager who shall act as liaison between the CONTRACTOR's local office and the COUNTY.
3. Provide trained personnel to be assigned to the Ukiah Courthouse and the Fort Bragg Justice Center. CONTRACTOR agrees to supply three (3) trained security officers and one Supervisor.

**EXHIBIT A**  
**DEFINITION OF SERVICES – page two**

**C. Guard Requirements:**

1. Applications for CONTRACTOR's applicants for security officers shall be submitted to the COUNTY's Sheriff's Office Court Security Unit for review and approval.
2. CONTRACTOR shall cover security guards under an employee fidelity bond with a limit of at least One Hundred Thousand Dollars (\$100,000).
3. CONTRACTOR shall assure that each security guard in their employment shall have at the time of assignment a guard registration card issued by the California Department of Consumer Affairs. The guard registration cards must be current and must be presented to the COUNTY upon demand. The CONTRACTOR shall also maintain all other business and professional licenses that may be required by Federal, State and local codes. Copies shall be provided upon request of the COUNTY.
4. CONTRACTOR shall assure that all guards assigned to work under this Agreement must be in good physical condition for the work they are to perform. The CONTRACTOR shall provide guards that are fully capable of performing work, requiring moderate to arduous physical exertion under either normal or emergency conditions. Because the physical and mental abilities described in this section are essential qualifications for satisfactory job performance, this section shall govern over the provisions of Paragraph 12 of the General Terms of this contract titled "Equal Employment Opportunity Practices Provisions", to the extent that an applicant's medical condition, physical handicap, mental or physical disability must be considered in assessing the applicant's ability to meet the job requirements set forth herein.
5. CONTRACTOR shall assure that:
  - a. Security guards are mentally alert and capable of exercising good judgment, implementing instructions and assimilating necessary specialized training;
  - b. Security guards shall have the ability to read and write the English language; understand and carry out oral and written directions; think and act quickly and effectively in emergencies; write accurate and clear reports; and monitor environmental and electronic security systems;
  - c. Security guards have proper training in addition to any Department of Consumer Affairs required training and prior to their initial assignment, the

**EXHIBIT A**  
**DEFINITION OF SERVICES – page three**

CONTRACTOR shall provide to the COUNTY evidence of the following training for each security guard:

- i. First Aid and CPR with proof of current certification.
  - ii. Training in security and emergency procedures, crowd control and relations.
  - iii. Training in the requirements specified in the ADA.
- d. On-going, in-service training updates for all security guards assigned to the court security duty. Such training shall either meet or exceed industry standards for unarmed guards.
- e. Security guards will, at all times, be familiar with, but not limited to, the following specific posted instructions:
- i. Emergency telephone numbers
  - ii. Emergency fire and fire alarm procedures
  - iii. Emergency intrusion alarm procedures
  - iv. Floor plans (location of alarms and alarmed doors)
  - v. Medical emergencies
  - vi. Elevator emergencies/malfunctions
  - vii. Bomb threats
  - viii. Earthquakes
  - ix. Access control
  - x. Deliveries
  - xi. Equipment removal policy and procedures
  - xii. Building patrol procedures and
  - xiii. Life/safety systems
- f. Each security guard assigned to this Agreement will be uniformed in standard CONTRACTOR issued clothing while on duty. All uniforms and auxiliary equipment must be approved by the COUNTY's Sheriff and provided by the CONTRACTOR to their employees at no additional cost to the COUNTY.

**D. Required and Prohibited Activities**

1. CONTRACTOR shall ensure that all assigned guards meet the following standards of conduct and appearance:
  - a. Maintain clean and neat appearance and a courteous attitude;



**EXHIBIT A**  
**DEFINITION OF SERVICES – page four**

- b. Keep uniforms in good condition, cleaned and pressed and shall wear a complete uniform while on duty;
  - c. Keep all equipment clean and in good condition; and
  - d. Maintain high visibility, answer routine questions for directions and handle minor problems.
2. CONTRACTOR shall ensure that all assigned guards while on duty shall not:
- a. Listen to radios or any other audio medium that is not job related;
  - b. Watch television or operate non job related smart phone or computerized technology;
  - c. Read any materials that are not pertaining to the job at hand;
  - d. Use cell or courthouse land lines for other than court business or personal emergency;
  - e. Leave their area of responsibility, unless performing their perimeter walk through the facilities;
  - f. Entertain personal visitors;
  - g. Be under the influence of illegal drugs or alcohol;
  - h. Be under the influence of prescribed medications which may affect job performance;
  - i. Display a discourteous, abrupt, abrasive or belligerent attitude;
  - j. Sleep;
  - k. Volunteer or provide an opinion regarding a candidate for any political office. In addition, the guard shall not provide any personal opinion regarding any political position, proposition or referendum, whether solicited or unsolicited.

**E. Reporting**

1. CONTRACTOR shall have security guards complete all required security reports that are issued by the COUNTY Sheriff Office. Written reports are

**EXHIBIT A**  
**DEFINITION OF SERVICES – page five**

required weekly, plus a monthly report of activities. Reports are to be delivered to the COUNTY's Sheriff Court Security Unit. These reports shall include but are not limited to the following items:

- a. Identify any exterior or interior doors not properly secured. If the situation is of a suspicious nature, the appropriate law enforcement agency should be notified;
  - b. Identify any exterior doors with defective hardware, which might affect building security;
  - c. Report any incidents affecting the safety or security of the building or occupants;
  - d. Report any defective exterior or interior lights in public areas;
  - e. Report unusual circumstances, suspicious persons and any other problems encountered to the appropriate law enforcement agency upon occurrence.
  - f. Daily Activity Report logs are kept for each screening station on a daily basis.
2. CONTRACTOR shall train security guard personnel to handle the following situations according to these instructions:
- a. Emergency or criminal situations shall immediately be reported to an on-site Deputy Sheriff, if a Deputy Sheriff is not readily available, contact shall be made to the Sheriff's Communication Center at 463-4086;
  - b. Electrical outages, broken pipes, smashed windows, etc. should be reported to the court liaison or court maintenance worker and the court security unit;
  - c. CONTRACTOR will complete all reports dealing with security, law violation, injury and appropriate incident reports as required;
  - d. Contact information for the COUNTY's Sheriff Office shall be provided to the CONTRACTOR in writing
3. CONTRACTOR's on site supervisor shall contact the COUNTY's Sheriff Court Security Unit for any of the following occurrences:

**EXHIBIT A**  
**DEFINITION OF SERVICES – page six**

- a. Any major security/safety conditions occurring at the facility, i.e., fire, felony or misdemeanor crime(s), threats against the courts, threats against any judicial officer, threats against any courthouse employee, homicides on court property and/or any physical confrontations occurring between any guard and visitor on court property;
- b. Any employee of the CONTRACTOR assigned to court security is arrested or otherwise becomes the focus of a criminal investigation;
- c. Any complaints made about an employee of the CONTRACTOR assigned to court security by court personnel, judiciary or private citizen;
- d. Any criminal conduct, observed safety or observed health hazard occurs at the facility, which could affect the court operations.

**F. Performance**

- 1. The COUNTY Sheriff's Office may reject or require the replacement of any guard who, in its sole judgment, does not meet the requirements of this Agreement or has demonstrated unsatisfactory job performance. The COUNTY Sheriff may permanently declare the guard unqualified or it may permit the guard to perform under this agreement after completing additional training or meeting other specified conditions.
- 2. If the replacement of a guard is required by the COUNTY Sheriff, due to sickness, emergency leave or termination of employment, the CONTRACTOR shall provide such replacement personnel, who conforms to this agreement's requirements, within no more than two (2) hours and at no additional cost to the COUNTY. No interruption of service to the COUNTY will be realized because of CONTRACTOR personnel's scheduled vacations. Overtime incurred due to lack of manpower, call-offs, scheduling problems, etc. will be billed at the regular billing rate.

**EXHIBIT A**  
**DEFINITION OF SERVICES – page seven**

**G. Holidays**

1. Unless expressly required, no work will be performed on the following Judicial Holidays (the following holidays may be adjusted to a week day if it falls on a weekend: New Year's Day, Independence Day, Veteran's Day and Christmas):

January 1	New Year's Day
3 <sup>rd</sup> Monday in February	Washington's Birthday
Last Monday in May	Memorial Day
July 4	Independence Day
1 <sup>st</sup> Monday in September	Labor Day
November 11	Veteran's Day
4 <sup>th</sup> Thursday in November	Thanksgiving Day
4 <sup>th</sup> Friday in November	Day after Thanksgiving
December 25	Christmas Day

2. For the purposes of this agreement, Cesar Chavez Day and President's Day shall not be considered paid holidays, thus uniformed security personnel shall be required to work on these days.

**H. Additional and/or Reduction in Service**

1. From time to time and as circumstances require, the guards may be reassigned by written direction of the COUNTY's Sheriff, without further cost to the COUNTY. If additional guard(s) are required, the additional cost to the COUNTY will be based on the hourly wages as set forth in Exhibit B, Payment Terms. If circumstances require, the COUNTY may reduce services of guard(s) required herein. In any event, the COUNTY will pay for only those services actually received.

**I. Ownership of Results**

1. Except to the extent created by the CONTRACTOR and its employees, any interest of the CONTRACTOR in studies, reports, memoranda, computation sheets, questionnaires or surveys, raw data in any form, or other documents and/or recordings prepared by the CONTRACTOR in connection with services to be performed under this agreement shall become the property of the COUNTY.
2. Upon COUNTY's written request, the CONTRACTOR shall provide the COUNTY with all these materials within thirty (30) calendar days. Further, business records and reports (i.e., daily reports, operations outlines and

**EXHIBIT A**  
DEFINITION OF SERVICES – page eight

payroll records) of the CONTRACTOR shall remain the CONTRACTOR's property, although the COUNTY may receive copies where allowed by law.

////////////////////////////////////END OF EXHIBIT A, DEFINITION OF SERVICES////////////////////////////////////

**EXHIBIT B**  
**PAYMENT TERMS**

COUNTY shall pay CONTRACTOR per the following instructions:

A. CONTRACTOR's billing rate for uniformed security officers and an account supervisor shall be:

1. Regular Hours Billing Rate: \$20.66 Security Professional  
\$19.99 Security Supervisor

- a. The billing rate includes all payroll costs associated with security officers and the account supervisor; new employee background checks and drug screening; all new employee orientation and on-site training; health and life insurance; vacation or retention bonus; and uniforms.

2. Overtime Rate

- a. All overtime requested by COUNTY, whether for extra coverage, special events or for special training will be billed at \$30.99 per officer per hour and \$29.99 per security supervisor per hour.
  - b. Overtime incurred by CONTRACTOR due to lack of manpower, call-offs, scheduling problems, etc. will be billed at the regular billing rate.

3. Holiday Hours: Costs and Coverage

- a. CONTRACTOR recognizes the holidays listed in section G of Exhibit A, Definition of Services when considering holiday pay for hours worked.
  - b. CONTRACTOR's employees working during the hours of 12:00 a.m. to 11:59 p.m. on the aforementioned holidays will be paid time and one-half. While CONTRACTOR understands the courts are closed on holidays, in the event that security coverage is needed, COUNTY will be billed at a rate of \$30.99 per hour worked for the listed holidays in Exhibit A, section G only.

4. Contract Totals:

- a. CONTRACTOR's annual contract total was calculated using a 40-hour work week, 50-week year, excluding estimated holiday closures annually. If holiday coverage is required or the COUNTY requires staffing beyond the hours the building is open, these numbers will be adjusted.
  - b. CONTRACTOR has been selected to provide these services described in Exhibit A, Definition of Services and the compensation shall not exceed

**EXHIBIT B**  
**PAYMENT TERMS page two**

\$245,000 on an annual basis and may only be increased by amendment to the agreement.

5. CONTRACTOR will send invoices with contract # to:

a. Mendocino County  
Sheriff-Coroner Office  
951 Low Gap Rd.  
Ukiah, Ca. 95482  
Attn: Kyra Studer

6. COUNTY will mail payments to:

Allied Universal Security Services  
2255 Challenger Way, Suite 103  
Santa Rosa, Ca. 95407

7. Cost overruns and/or failure to perform within the maximum compensation ceiling established shall not relieve CONTRACTOR of responsibility to provide those services specified in Exhibit A, Definition of Services.

8. CONTRACTOR must request compensation for services on a bi-weekly basis. Said invoice shall be verified and recommended for payment by the Mendocino County Superior Court.

9. COUNTY shall process for payment approved invoices as specified above. Payment for said invoices by COUNTY shall be mailed by the fifteenth (15<sup>th</sup>) working day following submission of an approved invoice by the Mendocino County Superior Court to the Auditor's Office.

//////////////////////////////////// [END OF PAYMENT TERMS]////////////////////////////////////

## EXHIBIT C

### INSURANCE REQUIREMENTS

Insurance coverage in a minimum amount set forth herein shall not be construed to relieve CONTRACTOR for liability in excess of such coverage, nor shall it preclude COUNTY from taking such other action as is available to it under any other provisions of this Agreement or otherwise in law.

CONTRACTOR agrees to indemnify and hold harmless COUNTY, its elected or appointed officials, employees or volunteers against any claims, actions, or demands against them, or any of them, and against any damages, liabilities or expenses, including costs of defense and attorney's fees, for personal injury or death, or for the loss or damage to the property, or any or all of them, to the extent arising out of the performance of this Agreement by CONTRACTOR.

CONTRACTOR affirms that s/he is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for the Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code and CONTRACTOR further assures that s/he will comply with such provisions before commencing the performance of work under this Agreement. CONTRACTOR shall furnish to COUNTY certificate(s) of insurance evidencing Worker's Compensation Insurance coverage to cover its employees, and CONTRACTOR shall require all subcontractors similarly to provide Workers' Compensation Insurance as required by the Labor Code of the State of California for all of CONTRACTOR'S and subcontractors' employees.

CONTRACTOR shall furnish to COUNTY certificates of insurance with Automobile Liability/General Liability Endorsements evidencing at a minimum the following:

- a. Combined single limit bodily injury liability and property damage liability - \$1,000,000 each occurrence.
- b. Vehicle / Bodily Injury combined single limit vehicle bodily injury and property damage liability - \$500,000 each occurrence.

////////////////////////////////////[END OF INSURANCE REQUIREMENTS]////////////////////////////////////



## Appendix A

### CERTIFICATION REGARDING DEBARMENT, SUSPENSION, and OTHER RESPONSIBILITY MATTERS LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

- (1) The primary principal certifies to the best of its knowledge and belief, that it and its principals:
  - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment tendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsifications or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification, and
  - (d) Have not, within a three-year period preceding this application/proposal, had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the primary principal is unable to certify to any of the statements in this certification, such principal shall attach an explanation.

<u>Eric McGARY</u>	<u>Allied Universal Security Services</u>
(Type Name)	(Organization Name)
<u>Sr RVP</u>	<u>2255 Challenger Way, Suite 103</u>
(Title)	(Organization Address)
<u>[Signature]</u>	<u>4/4/17</u>
(Signature)	(Date)