

**COUNTY OF MENDOCINO
STANDARD SERVICES AGREEMENT**

This Agreement is by and between the COUNTY OF MENDOCINO, hereinafter referred to as the "COUNTY", and Universal Protection Service, LP dba 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; 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
Exhibit D	Mendocino County ePayables Information
Appendix A	Certification Regarding Debarment, Suspension and Other Responsibility Matters
Addendum A-1	CLETS Requirements for Escorted Contractors

The term of this Agreement shall be from the date this Agreement becomes fully executed by all parties (the "Effective Date"), and shall continue through November 14, 2023.

The compensation payable to CONTRACTOR hereunder shall not exceed One Million One Thousand Five Hundred Twenty Dollars (\$1,001,520 / \$333,840 per year) for the three-year term of this Agreement. This Agreement may be extended on its same terms and conditions for three (3) additional periods not to exceed one (1) year each, upon written agreement by the CONTRACTOR and the COUNTY.

IN WITNESS WHEREOF

MCSO FISCAL REVIEW:

 10/15/20
SHERIFF DATE

Budgeted: ☒ Yes ☐ No

Budget Unit: 2310

Line Item: 862189

Grant: ☐ Yes ☒ No

Grant No.: n/a

COUNTY OF MENDOCINO

By: _____
JOHN HASCHAK, Chair
BOARD OF SUPERVISORS

Date: _____

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:

By: 
Risk Management
10/15/2020

Date: _____

CONTRACTOR/COMPANY NAME

By: see page 2a

Date: _____

NAME AND ADDRESS OF CONTRACTOR:

Allied Universal Security Services

134 Lystra Court, Suite A

Santa Rosa, CA 95403

Ph: 707-575-6909


Em: michael.ferguson@aus.com

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:

CHRISTIAN M. CURTIS,
County Counsel

By: 
Deputy

10/15/2020
Date: _____

EXECUTIVE OFFICE/FISCAL REVIEW:

By: 
Deputy CEO
10/15/2020

Date: _____

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; **\$50,001+ Board of Supervisors**
Exception to Bid Process Required/Completed ☒ RFP no. SO-2020-002
Mendocino County Business License: Valid ☒ Exempt
Exempt Pursuant to MCC Section: _____

IN WITNESS WHEREOF

MCSO FISCAL REVIEW:

SHERIFF _____ DATE _____

Budgeted: ☒ Yes ☐ No

Budget Unit: 2310

Line Item: 862189

Grant: ☐ Yes ☒ No

Grant No.: n/a

COUNTY OF MENDOCINO

By: _____
JOHN HASCHAK, Chair
BOARD OF SUPERVISORS

Date: _____

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:

By: Carmel J. Angelo
Risk Management
10/15/2020

Date: _____

CONTRACTOR/COMPANY NAME

By: Emag

Date: October 15, 2020

NAME AND ADDRESS OF CONTRACTOR:

Allied Universal Security Services

134 Lystra Court, Suite A

Santa Rosa, CA 95403

Ph: 707-575-6909

Em: michael.ferguson@aus.com

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:

CHRISTIAN M. CURTIS,
County Counsel

By: Christian M. Curtis
Deputy

10/15/2020

Date: _____

EXECUTIVE OFFICE/FISCAL REVIEW:

By: Janette Raim
Deputy CEO

10/15/2020

Date: _____

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; **\$50,001+ Board of Supervisors**

Exception to Bid Process Required/Completed ☒ RFP no. SO-2020-002

Mendocino County Business License: Valid ☒ Exempt

Exempt Pursuant to MCC Section: _____

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:** To the furthest extent permitted by law (including without limitation California Civil Code sections 2782 and 2782.8, if applicable), Contractor shall assume the defense of, indemnify, and hold harmless the COUNTY, its officers, agents, and employees, from and against any and all claims, demands, damages, costs, liabilities, and losses whatsoever alleged to be occurring or resulting in connection with the CONTRACTOR'S performance or its obligations under this AGREEMENT, unless arising 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.

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 subcontractors' employees.

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.

If COUNTY over pays CONTRACTOR for any reason, CONTRACTOR agrees to return the amount of such overpayment to COUNTY, or at COUNTY's option, permit COUNTY to offset the amount of such overpayment against future payments owed to CONTRACTOR under this Agreement or any other agreement.

In the event CONTRACTOR claims or receives payment from COUNTY for a service, reimbursement for which is later disallowed by COUNTY, State of California or the United States Government, the CONTRACTOR shall promptly refund the disallowance amount to COUNTY upon request, or at its option COUNTY may offset the amount disallowed from any payment due or that becomes due to CONTRACTOR under this Agreement or any other agreement.

All invoices, receipts, or other requests for payment under this contract must be submitted by CONTRACTOR to COUNTY in a timely manner and consistent with the terms specified in Exhibit B. In no event shall COUNTY be obligated to pay any request for payment for which a written request for payment and all required documentation was first received more than six (6) months after this Agreement has terminated, or beyond such other time limit as may be set forth in Exhibit B.

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 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.

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
MCSO
951 Low Gap Rd.
Ukiah, CA 95482
Attn: Fiscal

To CONTRACTOR: Allied Universal Security Services
134 Lystra Court, Suite A
Santa Rosa, CA 95403
ATTN: Mike Ferguson

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, State, and local laws, rules and regulations pertaining to nondiscrimination in employment.
 - 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, pregnancy, disability, sex, sexual orientation, gender identity, ancestry, national origin, age, religion, Veteran's status, political affiliation, or any other factor prohibited by law.

- 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. To the extent required by law, CONTRACTOR shall display licenses in a location that is reasonably conspicuous. Upon COUNTY's request, CONTRACTOR shall file copies of same with the County Executive Office.

CONTRACTOR represents and warrants to COUNTY that CONTRACTOR and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions.

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 notice. Such notice shall be in writing and may be issued by any county officer authorized to execute or amend the contract, the County Chief Executive Officer, or any other person designated by the County Board of Supervisors. 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 services in Exhibit A shall not exceed \$1,001,520 for the three-year term (\$333,840 per year) 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. In the event of a conflict between the body of this Agreement and any of the Exhibits, the provisions in the body of this Agreement shall control.

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. Only the department head or his or her designee shall have the authority to approve subcontractor(s).
 - 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. **INTELLECTUAL PROPERTY WARRANTY:** CONTRACTOR warrants and represents that it has secured all rights and licenses necessary for any and all materials, services, processes, software, or hardware ("CONTRACTOR PRODUCTS") to be provided by CONTRACTOR in the performance of this AGREEMENT, including but not limited to any copyright, trademark, patent, trade secret, or right of publicity rights. CONTRACTOR hereby grants to COUNTY, or represents that it has secured from third parties, an irrevocable license (or sublicense) to reproduce, distribute, perform, display, prepare derivative works, make, use, sell, import, use in commerce, or otherwise utilize CONTRACTOR PRODUCTS to the extent reasonably necessary to use the CONTRACTOR PRODUCTS in the manner contemplated by this agreement.

CONTRACTOR further warrants and represents that it knows of no allegations, claims, or threatened claims that the CONTRACTOR PRODUCTS provided to COUNTY under this Agreement infringe any patent, copyright, trademark or other proprietary right. In the event that any third party asserts a claim of infringement against the COUNTY relating to a CONTRACTOR PRODUCT, CONTRACTOR shall indemnify and defend the COUNTY pursuant to Paragraph 2 of this AGREEMENT.

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.

33. **ELECTRONIC COPIES:**

The parties agree that an electronic copy, including facsimile copy, email, or scanned copy of the executed Agreement, shall be deemed, and shall have the same legal force and effect as, an original document.

34. **COOPERATION WITH COUNTY**

Contractor shall cooperate with County and County staff in the performance of all work hereunder.

35. **PERFORMANCE STANDARD**

Contractor shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Contractor's profession. County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable Federal, State, and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release. If County determines that any of Contractor's work is not in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Contractor to meet with County to review the quality of the work and resolve matters of concern; (b) require Contractor to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of paragraph 19 (Termination) or (d) pursue any and all other remedies at law or in equity.

36. ATTORNEYS' FEES

In any action to enforce or interpret the terms of this agreement, including but not limited to any action for declaratory relief, each party shall be solely responsible for and bear its own attorneys' fees, regardless of which party prevails.

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

EXHIBIT A

DEFINITION OF SERVICES

CONTRACTOR shall provide the following services:

- A. CONTRACTOR will provide unarmed weapon screening and perimeter security services, in and around the COUNTY's two Mendocino County Superior Court courthouse locations:
 1. Mendocino County Courthouse
100 N. State St.
Ukiah, Ca. 95482
 2. Mendocino County Courthouse
700 S. Franklin St.
Fort Bragg, Ca. 95437
 3. CONTRACTOR shall supply and assign personnel as needed should an alternate court facility be opened due to emergency declaration, or any other circumstances that cause an alternate court facility, instead of or in addition to, the facilities identified above, to open. Additionally, should an alternate facility open in addition to the current court facilities, and COUNTY determines that additional personnel are needed, CONTRACTOR and the COUNTY will open negotiations to add additional personnel.
- B. CONTRACTOR shall a total of five (5) guards and one (1) onsite supervisor to COUNTY for the facilities listed in Exhibit A – Definition of Services, A. 1. 2. and 3.
 1. Three (3) guards will be located at the Ukiah location and two (2) at the Fort Bragg location or as otherwise directed by COUNTY.
 2. All guards and onsite supervisor shall be licensed pursuant to California Business and Professions Code § 7580 et seq.
 3. CONTRACTOR shall have up to 72 hours to replace any guards absent due to unforeseen but permissible reasons. In the interim, the onsite supervisor will take over the responsibilities of the absent guard. However, if more than one guard is absent at any one time, CONTRACTOR will provide at least one substitute guard within two hours of the start time of the absentees' shifts to ensure that no more than one position is unfilled at any time, unless otherwise authorized by COUNTY. Additionally, for the Fort Bragg courthouse, CONTRACTOR shall ensure that two guards are present at all times, such that a substitute is provided within two hours of the start time of the absentee's shift if someone is absent at that location, unless otherwise authorized by COUNTY.

EXHIBIT A- page 2

4. The following is the expected schedule for the days when less than a total of six (6) individuals will be needed at the Ukiah and/or Fort Bragg locations, however, CONTRACTOR shall decrease the number of personnel needed at either location, as directed by COUNTY.
 - a. On Fridays, when the court is dark for jury trials, CONTRACTOR will only supply one guard and one supervisor at the Ukiah Courthouse, or two guards.
 - b. On Thursdays, when the courthouse will only have both access doors open from 0800-1200, CONTRACTOR will only supply one guard and one supervisor at the Ukiah Courthouse, or two guards, from 1230 to closing. This will drop the number down to one security officer and a supervisor or two total security officers from 1230 until closing.
5. CONTRACTOR and COUNTY will meet and confer on changes of facility due to unforeseen circumstances that may require an alternate facility to be staffed in lieu of the listed courthouses.
6. CONTRACTOR shall provide all labor and equipment necessary to provide unarmed weapon screening services (with the exception of screening equipment which is owned by the Court) in accordance with the terms, specifications and conditions set forth in this Agreement and in accordance with the reasonable Post and Operations Orders and Directives that are issued, from time to time, by the Presiding Judge, or CEO of the Mendocino County Superior Court ("Court CEO"), Court CEO's designee or COUNTY Sheriff or designee.
7. The unarmed weapon screening services shall be managed by the CONTRACTOR's "Site Supervisor", as liaison between the CONTRACTOR's local office and the Court CEO, Court CEO designee, and COUNTY Sheriff or designee.
8. The CONTRACTOR's "Onsite Supervisor" shall maintain regular communication with the Court CEO or designee and COUNTY Sheriff or designee. The site configurations for the COUNTY courthouses weapons screening areas are set forth in Exhibit F "Site Configurations for Mendocino County Courthouses".
9. CONTRACTOR shall ensure that its employees provide proper and appropriate treatment of all visitors and employees in compliance with the Americans with Disabilities Act (ADA).
10. CONTRACTOR is responsible for providing any and all administrative materials and resources (including personnel, equipment and software) necessary and

appropriate for performance of the services to meet the contractor's obligations under this agreement.

EXHIBIT A- page 3

11. Quarterly Meetings: Court CEO, Mendocino County Sheriff's Office ("MCSO") staff and CONTRACTOR will meet quarterly to discuss services, reporting performance and scheduling. Meeting date, time and location to be arranged by COUNTY.

12. Reviews:

- a. A review of staffing levels shall occur 90 days after agreement commencement. Said review will be conducted by Court CEO or designee, MCSO personnel and CONTRACTOR. Problems or needed improvements shall be discussed, identified and instituted. An additional review will occur 30 days later to review any applied solutions(s) and/or for further adjustment.
- b. Staffing levels will be reviewed by Court CEO or designee, MCSO personnel and CONTRACTOR when a guard position is vacated. The site staffing configurations noted within this agreement may be revised in agreement with Court CEO or designee, MCSO personnel and CONTRACTOR without a need to amend the agreement. However any such revisions shall be documented in writing.

C. Duties

1. The CONTRACTOR will provide civilian guard personnel, including weapons screeners, (guard(s)) who shall perform the duties as outlined in this Exhibit A to the satisfaction of the Court CEO and MCSO. These duties include:
 - a. Providing uniformed security professionals to enhance the security of the facility by being highly visible in order to deter vandalism and other criminal activity, and to perform additional duties as determined by MCSO.
 - b. Operating the magnetometer and x-ray equipment to screen visitors and employees for weapons and other contraband.
 - c. Using handheld wand magnetometers to screen visitors and employees for weapons and other contraband
 - d. Professionally searching purses, handbags, briefcases, backpacks, etc.
 - e. Providing morning and evening security checks of the courthouse and complete a daily incident log reporting and noting security deficiencies and safety issues
 - f. Providing positive customer service and general information to the public
 - g. Ensuring proper and appropriate treatment of all visitors and employees in relation to the Americans with Disabilities Act (ADA)

- h. Guards may be reassigned by written direction of the COUNTY's Sheriff, without further cost to the COUNTY.

EXHIBIT A- page 4

- 2. Guards will not place "hands-on" any person. Guards will notify an on duty bailiff officer via an established notification system for any "hands-on" situations.

D. Guard and Training Requirements

CONTRACTOR shall provide guards who meet the following requirements:

- 1. Prior to assigning any personnel to any Mendocino County Superior Court building, said personnel shall be approved by the MCSO Lieutenant in charge of court security. This requirement excludes temporary security staff required to immediately fill unforeseen vacancies. The approval of permanent staff shall take place within 3 business days.
- 2. CONTRACTOR, at its sole expense, shall perform background checks on all persons considered for guard duty, including relief staff, and ensure that each guard meets the requirements provided for in this Agreement.
- 3. The names, applications and results of the background checks of persons considered for courthouse security guard duty provided pursuant to the Agreement shall be submitted to the Court CEO and MCSO for review and approval.
- 4. MCSO 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 any guard unqualified or it may permit the guard to perform under this agreement after completing additional training or meeting other specified conditions.
- 5. CONTRACTOR must conduct background checks for all guards assigned to work at any Mendocino County Superior Court courthouse to ensure that each meets the requirements for licensure of California Business and Professions Code § 7582.3.
- 6. Guards must have adequate experience to perform their assignments under this Agreement. CONTRACTOR shall also maintain all other business and professional licenses that may be required by Federal, State, County and/or other local codes or regulations.

7. Guards must have, at the time of assignment, guard registration cards issued by the California Department of Consumer Affairs. Such licenses and permits are to be presented to the Court CEO and MCSO on demand.

EXHIBIT A- page 5

8. Guards must be registered and shall have a current and valid guard registration card in their possession at all times while on duty. If a guard fails to present his/her guard registration card upon demand, he/she will be relieved from duty and CONTRACTOR shall, within 72 hours or sooner, provide a security guard who has appropriate cards in his/her possession, at no additional cost to the COUNTY.
9. All guards assigned to work under this agreement must be in good physical condition for the work they are to perform. CONTRACTOR shall provide guards that are fully capable of performing work requiring moderate to arduous physical exertion under both normal and emergency conditions.
10. All guards must be mentally alert and capable of exercising good judgment, implementing instructions and assimilating necessary specialized training. Each guard provided by the CONTRACTOR 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; provide good customer service; and monitor environmental and electronic security systems.
11. In addition to any Department of Consumer Affairs required training, CONTRACTOR shall provide evidence of additional training within 90 days of initial placement for each guard and supervisor. Until such additional training is completed, each guard who has not completed all required training shall be assigned to a training officer. Said additional training shall include the following:
 - a. First Aid and CPR, with current certification
 - b. Security and emergency procedures and crowd control
 - c. American Disabilities Act (ADA)
 - d. On-going, in-service training updates for all guards assigned to courthouse security duty, including customer service training, public relations and deescalating difficult situations. Such training must meet or exceed industry standards for unarmed guards
12. The guards will, at all times, be familiar with and know how to handle the following situations, and any other post instructions they are responsible for:
 - a. Emergency telephone numbers

- b. Emergency fire and fire alarm procedures
- c. Emergency intrusion alarm procedures
- d. Floor plans (including location of alarms and alarmed doors)
- e. Medical emergencies
- f. Elevator emergencies/malfunctions
- g. Bomb threats

EXHIBIT A- page 6

- h. Earthquakes
- i. Access control
- j. Deliveries
- k. Equipment removal policy and procedures
- l. Building patrol procedures
- m. Life/safety systems (including location of any automated external defibrillators (AEDs))

13. All guards assigned to the County courthouses shall be uniformed. All uniform and auxiliary equipment must be approved by the Court CEO or designee and MCSO. Uniforms are provided by the CONTRACTOR for their guard employees and there shall be no additional cost to the COUNTY.

E. Policies and Procedures:

- 1. COUNTY MCSO Lieutenant assigned to court security and CONTRACTOR will coordinate to assure that the policies and procedures CONTRACTOR with regard to courthouse security will not conflict with any COUNTY policy and will include but not be limited to policies addressing:
 - a. American Disability Act (ADA) compliance
 - b. Department of Consumer of Affairs compliance
 - c. Reports

F. Standards and Prohibited Activities:

- 1. While on duty in and around the Courthouse facilities, the guards shall at all times:
 - a. Maintain clean and neat appearance and a courteous attitude;
 - b. Have uniforms in good condition, clean, pressed and wear complete uniform when on duty;
 - c. Keep all equipment clean and in good condition;
 - d. Maintain high visibility, answer routine questions for directions and handle minor problems;
 - e. Advise onsite supervisor of any facility issues brought to their attention and any security issues to MCSO staff as directed.

2. Prohibited activities while on duty in or around courthouse facilities:

- a. Listening to radios or any other audio medium that is not job related
- b. Watching television or videos on any device; including but not limited to non- job related smart phone or other computerized technology
- c. Reading any materials that are not job related

EXHIBIT A- page 7

- d. Use of courthouse phones or guard's personal cell phones for anything other than duty business
- e. Leave area of responsibility unless directed to do so by their supervisor, County CEO or designee or MCSO personnel; or unless performing their perimeter walk of the facilities.
- f. Entertaining of 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.
- l. Guards may leave the facility assigned during their rest and lunch breaks. In addition, they are not on call during those times.

G. Reporting

- 1. Guards shall complete all required reports that are requested by the Court CEO, designee or MCSO.
- 2. Immediate Reports: COUNTY will provide to CONTRACTOR in writing, up to date contact information for the Court CEO and designee and MCSO personnel. The CONTRACTOR's area supervisor shall contact MCSO court security personnel through the communication system as soon as the event occurs, for any of the following occurrences:
 - a. Any major security/safety conditions occurring in or around the facility, i.e. fire, felony crimes, threats against court employees or staff, homicides on courthouse properties and/or any physical confrontations occurring between any courthouse security officer and visitor on courthouse property.
 - b. Any employee of the CONTRACTOR assigned to courthouse security is arrested or otherwise becomes the focus of a criminal investigation.

- c. Any complaints made about an employee of the CONTRACTOR assigned to courthouse by a court clerk, any Justice of the court or MCSO personnel.
 - d. Any criminal, observed safety or observed health hazard occurs at the facility that could affect the COUNTY courthouse operations.
 - e. Any maintenance or operational issues with the screening equipment.
- H. Cooperation: The CONTRACTOR and their assigned personnel will cooperate with the MCSO, Ukiah Police Department, California Highway Patrol, Fort Bragg Police Department and COUNTY employed courthouse personnel. In the event of

EXHIBIT A- page 8

any major conflict or disturbance, the CONTRACTOR's personnel shall promptly contact the MCSO deputies assigned to the COUNTY courthouse for assistance.

- I. Holidays: Unless expressly required, no work will be performed on COUNTY courthouse holidays. The holidays listed below are subject to change. The COUNTY will not pay for days in which the COUNTY courthouse is closed. The Mendocino County Superior Court holidays are as follows:

Date	Holiday
January 1	New Year's Day
3 rd Monday in January	Dr. Martin Luther King Day
3 rd Monday in February	Washington's Birthday
Last Monday in May	Memorial Day
July 4	Independence Day
1 st Monday in September	Labor Day
2 nd Monday in October	Columbus Day/Indigenous Peoples' Day
November 11	Veteran's Day
4 th Thursday in November	Thanksgiving Day
4 th Friday in November	Day after Thanksgiving
December 25	Christmas

J. Key People:

1. The COUNTY courthouse and/or MCSO Court Security Manager's name and information will be supplied to the CONTRACTOR and kept updated when changes occur.

////////////////////////////////////[END OF DEFINITION OF SERVICES]////////////////////////////////////

EXHIBIT B

PAYMENT TERMS

A. COUNTY shall pay CONTRACTOR per the following instructions:

1. 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 One Million One Thousand Five Hundred Twenty Dollars (\$1,001,520) for the three-year term of this Agreement or Three Hundred Thirty-Three Thousand Eight Hundred Forty Dollars (\$333,840) on an annual basis and may only be increased by amendment to the Agreement.

2. CONTRACTOR will submit invoices addressed to:

Mendocino County
Sheriff's Office
951 Low Gap Road
Ukiah, CA 95482
Attn: Fiscal

OR

Email to: MCSO-Accounting@mendocinocounty.org

CONTRACTOR will include their County vendor # and County contract # on each invoice.

3. If additional guards 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 guards required herein. In any event, the COUNTY will pay for only those services actually received.
4. 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.

5. COUNTY shall process approved invoices, and payment for said invoices shall occur within 15-days of the date the invoice is received.
6. If minimum staffing levels are not met, and COUNTY chooses to continue this Agreement, a credit to the County shall be given for the amount of that person's salary.
7. Payments under this agreement shall not exceed One Million One Thousand Five Hundred Twenty Dollars (\$1,001,520 / \$333,840 per year) for the three-year term of this Agreement.

////////////////////////////////////[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. Insurance requirements shall be in addition to, and not in lieu of, Contractor's indemnity obligations under Paragraph 2 of this Agreement.

CONTRACTOR shall obtain and maintain insurance coverage as follows:

- 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.

CONTRACTOR shall furnish to COUNTY certificates of insurance evidencing the minimum levels described above.

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

EXHIBIT D

MENDOCINO COUNTY EPAYABLES INFORMATION

The County of Mendocino is currently making credit card payments to all of our vendors and suppliers who qualify. To qualify, vendors need to currently accept credit card payments. To achieve this more efficient form of payment, the County has partnered with Bank of America and their ePayables credit card program. This electronic initiative will yield many benefits to its participants:

- Expedited receipt of cash – electronic credit card payments provide cash flow benefits by eliminating mail and paper check float
- Elimination of check processing costs
- Remittance data transmitted with payment for more efficient back-end reconciliation
- No collection costs associated with lost or misplaced checks
- Reduced exposure to check fraud
- More efficient handling of exception items
- Fits with existing accounting software – requires no purchase of software, no modifications to existing accounts receivable system and no change to bank accounts.
- Going green with paperless electronic credit card payments help conserve the environment by eliminating printing and mailing of paper checks.

For information regarding the payment process, please email Auditorap@mendocinocounty.org.


Additional information regarding the Bank of America Program is also available at:

http://corp.bankofamerica.com/business/ci/landing/epayables-vendors?cm_mmc=sb-general_-vanity_-sg01vn000r_epayablesvendors_-na

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 offence 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.

<hr/> Eric McGarty (Type Name) <hr/> Senior Regional Vice President (Title) <hr/>  (Signature)	<hr/> Allied Universal Security Services (Organization Name) 134 Lystra Court, Suite A Santa Rosa, CA 95403 <hr/> (Organization Address) <hr/> 10/15/2020 (Date)
--	--

Addendum A-1

CLETS Requirements for Escorted Contractors

- A. CONTRACTOR shall ensure that all CONTRACTOR'S employees, subcontractors and employees of subcontractors have completed the following forms, training or other requirements (all items must be completed):
- CLETS Private Contractor Management Agreement - HDC 0004B
 - CLETS FBI CJIS Security Addendum - HDC 0012
 - Security Awareness Training & signed attendance roster
- B. Forms and information needed to complete these requirements shall be provided by COUNTY. Contact Rose Britton at brittonr@mendocinocounty.org or 707-463-4095.

I certify that I have read and understand the requirements of Addendum A-2 and will comply and keep records for possible audit purposes by the Department of Justice (DOJ).

Eric McGarty

Name (printed)



Signature

Senior Regional Vice President

Title

10/15/2020

Date