

**COUNTY OF MENDOCINO
STANDARD SERVICES AGREEMENT**

This Agreement, dated as of _____, 2011, is by and between the COUNTY OF MENDOCINO, hereinafter referred to as the "COUNTY", and Universal Protection Service, formerly known as Ligouri Associates, 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 unarmed security guard services ("Services"); and

WHEREAS, CONTRACTOR is professionally qualified to provide such services and is willing to provide same to COUNTY; and

WHEREAS, The COUNTY's agent will be the Mendocino County Sheriff's Office (SHERIFF) under this Agreement, and

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

The term of this Agreement shall be from November 17, 2011 through November 16, 2013. This agreement may be extended for one (1) additional twelve (12) month period upon written agreement between the SHERIFF and CONTRACTOR. The SHERIFF also has the authorization to sign any amendments necessary during this time frame. The SHERIFF shall notify the CONTRACTOR no later than (60) sixty days prior to the expiration of the then current contract term.

The compensation payable to CONTRACTOR hereunder shall not exceed Two Hundred Forty Five Thousand Dollars (\$245,000.00) for the term of this Agreement and may only be increased by amendment to the Agreement. IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

MENDOCINO COUNTY SHERIFF'S OFFICE

By: _____
Thomas Allman, Sheriff-Coroner

COUNTY OF MENDOCINO

By _____
Kendall Smith, 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 _____
KRISTIN McMENOMEY, Director
General Services Agency

EXECUTIVE OFFICE REVIEW:

APPROVAL RECOMMENDED

By _____
Carmel J Angelo, Chief Executive Officer

CONTRACTOR/COMPANY NAME

By _____

NAME AND ADDRESS OF CONTRACTOR:

Elena Bottari-Smith
Universal Protection Service
Branch Manager / Napa and Sacramento
505 Alexis Court
Napa, CA 94558

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:

JEANINE B. NADEL, County Counsel

By _____

FISCAL REVIEW:

By _____
Deputy CEO/Fiscal

Budgeted: ☐ Yes ☐ No

Budget Unit : _____

Funding Source: _____

Grant: ☐ Yes ☐ No Grant No.: _____

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

Packet for Board of Supervisors: Attach to Agenda Summary Agreement Pages 1, 2, and Scope of Work

Contractor Vendor No. (via Finance System): _____

Finance System Agreement No. Assigned: _____

Exception to Bid Process Required/Completed ☐ _____

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, ordinances, regulations, titles, departmental procedures and currently approved methods and practices in his/her field and that the sole interest of COUNTY is to insure 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 week's 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 fullest extent permitted by law, CONTRACTOR shall hold harmless, defend and indemnify the County of Mendocino, its Board of Supervisors, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of services under this Agreement, provided that any such claim, loss, damage, liability or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property, including the loss therefrom, or to any violation of federal, state or municipal law or regulation, and (2) is caused in whole or in part by any negligent act, omission or willful misconduct of CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by any party indemnified hereunder. The COUNTY may participate in the defense of any such claim without relieving CONTRACTOR of any obligation hereunder.
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.
7. TRAVEL EXPENSES: CONTRACTOR shall not be allowed or paid travel expenses unless set forth in this Agreement.
8. TAXES: Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the CONTRACTOR.
9. OWNERSHIP OF DOCUMENTS: CONTRACTOR hereby assigns to 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 also hereby assigns to the COUNTY and its assignees all copyright and other use rights in any Documents and Materials including electronic copies stored in CONTRACTOR's Information System, respecting in any way the subject matter of this Agreement.

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.

In CONTRACTOR's contracts with other contractors, CONTRACTOR shall expressly obligate its Subcontractors to grant the COUNTY the aforesaid assignment and license rights as to that CONTRACTOR's Documents and Materials. CONTRACTOR agrees to defend, indemnify and hold the County harmless from any damage caused by a failure of the CONTRACTOR to obtain such rights from its Contractors and/or Subcontractors.

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 9 shall not extend to any computer software used to create such Documents and Materials.

10. **CONFLICT OF INTEREST; CONFIDENTIALITY:** 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. Without limitation, CONTRACTOR represents to and agrees with the COUNTY that CONTRACTOR has no present, and will have no future, conflict of interest between providing the COUNTY services hereunder and any other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to the County, as determined in the reasonable judgment of the Board of Supervisors of the County.

The CONTRACTOR agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this Agreement for the County, will be kept confidential and not be disclosed to any other person. The CONTRACTOR agrees to immediately notify the COUNTY by notices provided in accordance with Paragraph 11 of this Agreement, if it is requested to disclose any information made known to or discovered by it during the performance of or in connection with this Agreement.

These conflict of interest and future service provisions and limitations shall remain fully effective five (5) years after termination of services to the County hereunder.

11. **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.

Telex or facsimile transmission: When sent by telex or facsimile to the last telex or 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 by telex or 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
Thomas D. Allman, Sheriff-Coroner
589A Low Gap Road
Ukiah, CA 95482

To CONTRACTOR: Universal Protection Service
Elena Bottari-Smith, Branch Manager
505 Alexis Court
Napa, CA 94558

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 telex or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

12. **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.
13. **EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS:** CONTRACTOR certifies that it is in compliance with the Equal Employment Opportunity Requirement of Executive Order 11246, as amended by Executive

Order 11375 and supplemented I 45CFR, Part 60, Title VII of the Civil Rights Act and any other federal or state laws pertaining to equal employment opportunity and that it shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, age, sex, national origin, ancestry, marital status, political affiliation or physical or mental condition, in matters pertaining to recruitment, hiring, training, upgrading, transfer, compensation or termination.

- 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, Vietnam era 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, discriminated against applicants or employees because of their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
 - 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 paragraphs A through E (above) in each of its subcontracts.
14. 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.

15. 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)
16. 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.
17. 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, 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.

18. 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 9 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.

19. **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.
20. **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 shall not exceed \$245,000.00 for payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment, unless by mutual agreement by CONTRACTOR and COUNTY, additional coverage is required, which will be billed at a rate of time and one half of the rate stated in Exhibit B of this agreement.
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. **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.
23. **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. The Agreement may not be modified except by a written document signed by both parties.
24. **HEADINGS:** herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.

25. **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.
26. **ASSURANCE OF PERFORMANCE:** If at any time COUNTY believes 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 ten (10) 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.
27. **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 the 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.
28. **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 9), and Conflict of Interest (Paragraph 10), shall survive termination or expiration.
29. **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.

30. **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 31 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 31, 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.

31. **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

Under the SHERIFF's direction, the CONTRACTOR shall provide the following services:

1. Operate the magnetometer and x-ray equipment to screen visitors and employees for weapons and other contraband;
2. Use handheld wand magnetometers to screen visitors and employees for weapons and other contraband;
3. Professionally search purses, handbags, briefcases, backpacks, etc.;
4. Provide morning and evening security checks of the courthouse and complete a daily incident log reporting and noting security deficiencies and safety issues;
5. Provide positive customer service and general information to the public; and
6. Ensure proper and appropriate treatment of all visitors and employees in relation to the Americans with Disabilities Act ("ADA").

The CONTRACTOR shall 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 SHERIFF.

The court facility (s) shall be managed by the CONTRACTOR's on-site Account Manager, who shall act as liaison between the CONTRACTOR's local office, and SHERIFF.

Personnel shall be assigned to the Ukiah Courthouse and the Fort Bragg Justice Center.

CONTRACTOR agrees to supply three security officers, and one Supervisor at the Ukiah Courthouse and two officers at the Fort Bragg Justice Center.

B. Guard Requirements

The name and applications of persons considered for court security duty shall be submitted to the SHERIFF's Court Security Unit for review and approval.

Bonding: Guards must be covered under an employee fidelity bond with a limit of at least One Hundred Thousand Dollars and no/100 (\$100,000.00).

Current Permanent Registration Card: Guards must have at the time of assignment, guard registration cards issued by the California Department of Consumer Affairs. The guard registration cards must be current and must be presented to the SHERIFF 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.

Physical Qualifications: 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 13 – 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.

Mental Qualifications: 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 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.

Training: In addition to any Department of Consumer Affairs required training and prior to their initial assignment, the CONTRACTOR shall provide evidence of the following training:

1. Training in First Aid and CPR, with current certification.
2. Training in security and emergency procedures, crowd control and relations.
3. Training in the requirements specified in the ADA.

The CONTRACTOR will provide on-going, in-service training updates for all guards assigned to the court security duty. Such training shall either meet or exceed industry standards for unarmed guards.

Post Instructions: The guards will, at all times, be familiar with, but not limited to, the following specific posted instructions:

1. Emergency telephone numbers;
2. Emergency fire and fire alarm procedures;
3. Emergency intrusion alarm procedures;
4. Floor plans (location of alarms and alarmed doors);
5. Medical emergencies;
6. Elevator emergencies/malfunctions;
7. Bomb threats;
8. Earthquakes;
9. Access control;
10. Deliveries;
11. Equipment removal policy and procedures;
12. Building patrol procedures; and
13. Life/safety systems.

Uniform: All guards assigned to this Agreement will be uniformed in standard CONTRACTOR issued clothing. All uniforms and auxiliary equipment must be approved by SHERIFF. Any changes in the uniform style or color shall be approved by SHERIFF and provided by the CONTRACTOR to their employees at no additional costs to the COUNTY.

C. Required and Prohibited Activities

The CONTRACTOR shall ensure that all assigned guards meet the following standards of conduct and appearance:

1. Maintain clean and neat appearance and a courteous attitude;
2. Keep uniforms in good condition, cleaned and pressed, and shall wear a complete uniform while on duty;
3. Keep all equipment clean and in good condition; and
4. Maintain high visibility, answer routine questions for directions and handle minor problems.

While on duty in a Mendocino County Courthouse, guards shall not:

1. Listen to radios or any other audio medium that is not job related;
2. Watch television;
3. Read any materials that are not job related;
4. Use Court telephones for other than Court business or personal emergency;

5. Leave their area of responsibility, unless performing their perimeter walk through the facilities;
6. Entertain personal visitors;
7. Be under the influence of illegal drugs or alcohol;
8. Be under the influence of prescribed medications which may affect job performance;
9. Display a discourteous, abrupt, abrasive, or belligerent attitude;
10. Sleep;
11. 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.

D. Reporting

Guards shall complete all required security reports that are issued by the SHERIFF. Written reports are required weekly, plus a monthly report of activities. Reports are to be delivered to the SHERIFF's Court Security Unit. These reports shall include, but are not limited to the following items:

1. 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.
2. Identify any exterior doors with defective hardware, which might affect building security.
3. Report any incidents affecting the safety or security of the building or occupants.
4. Report any defective exterior or interior lights in public areas.
5. Report unusual circumstances, suspicious persons and any other problems encountered to the appropriate law enforcement agency.

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 by dialing 463-4086.

Electrical outages, broken pipes, smashed windows, etc. should be reported to the Court liaison, or Court Maintenance Worker and the Court Security Unit.

The CONTRACTOR will complete all reports dealing with security, law violation, injury, and appropriate incident reports as required.

Contact information for the SHERIFF shall be provided to the CONTRACTOR in writing. The Account Manager (site supervisor) shall contact the Sheriff's Court Security Unit for any of the following occurrences:

1. Any major security/safety conditions occurring 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.
2. Any employee of the CONTRACTOR assigned to court security is arrested or otherwise becomes the focus of a criminal investigation.
 3. Any complaints made about an employee of the CONTRACTOR assigned to court security by court personnel, judiciary or private citizen.
 4. Any criminal conduct, observed safety, or observed health hazard occurs at the facility, which could effect the court operations.

E. Performance

The SHERIFF 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 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.

If the replacement of a guard is required by the SHERIFF, due to sickness, emergency leave, or termination of employment, the CONTRACTOR shall provide such replacement personnel, who conform 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.

F. Holidays

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, Veterans Day and Christmas);

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

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.

G. Additional and/or Reduction in Service

From time to time and as circumstances require, the guards may be reassigned by written direction of the 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. 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.

H. Ownership of Results

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

EXHIBIT B

PAYMENT TERMS

Costs:

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

A. Regular Hours Billing Rate: \$20.25

This 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.

B. Overtime Rate

All overtime requested by SHERIFF, whether for extra coverage, special events or for special training will be billed at \$30.38 per officer per hour.

Overtime incurred by CONTRACTOR due to lack of manpower, call-offs, scheduling problems, etc., will be billed at the regular billing rate.

C. Holiday Hours: Costs and Coverage

CONTRACTOR recognized the following seven (7) holidays when considering holiday pay for hours worked: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas.

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 \$30.38 per hour worked for the above listed holidays only.

D. Contract Totals:

CONTRACTOR's annual contract total was calculated using a 40-hour workweek, 50-week year, excluding 11 estimated holiday closures annually. If holiday coverage is required or the SHERIFF requires staffing beyond the hours the building is open, this number will be adjusted.

CONTRACTOR has been selected to provide these services described on Exhibit A, attached hereto and incorporated herein by reference, for which compensation shall not exceed \$245,000.00 (Two Hundred Forty Five Thousand Dollars and no/100) on an annual basis, and may only be increased by amendment to the agreement.

E. Payment of Contractor's Approved Invoices:

COUNTY will be billed by CONTRACTOR bi-weekly, on the 16th and 31st of each month.

MAIL INVOICES TO:

Mendocino County Superior Court
Courthouse
100 N. State Street
Ukiah, CA 95482

MAIL PAYMENT TO:

Universal Protection Services
505 Alexis Court
Napa, CA 94558

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. 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.

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

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 attorneys' 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.