

AGREEMENT FOR SERVICES

THIS AGREEMENT is entered into between Washoe County, a political subdivision of the State of Nevada ("County") and Universal Protection Service, LLC dba Allied Universal Security Services, ("Contractor"), collectively (the "Parties").

WITNESSETH:

WHEREAS, County desires to engage Contractor to render certain consulting services in Support of the "Washoe County" (the "Project"); and

WHEREAS, County requires certain professional services in connection with the Project, as described in Exhibit "A" Scope of Work (the "Services"); and

WHEREAS, Contractor represents that it is duly qualified, ready, willing and able to provide the Services by virtue of its education, training and experience; and

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

ARTICLE 1 - EFFECTIVE DATE

The effective date of this Agreement shall be July 1, 2022

CONTRACTOR shall begin performance of services as provided herein upon notice to proceed and shall complete all Services identified in Exhibit A, Scope of Work in accordance with the Standard of Care as set forth in Article 5 herein no later than, unless this Agreement is terminated sooner in accordance with its terms.

ARTICLE 2 - SERVICES TO BE PERFORMED BY CONTRACTOR

Contractor agrees to perform and complete all Services identified in Exhibit A Scope of Work under this Agreement, and any amendment thereto in accordance with the Standard of Care as set forth in Article 5 herein. Contractor shall be responsible for the quality, technical accuracy, completeness and coordination of all reports, information, specifications and other items and services furnished under this Agreement and any amendments hereto. County reserves the right to inspect, comment on, and request revision of, all Services identified in Exhibit A and any amendments thereto performed by Contractor prior to acceptance, and Contractor warrants that such Services shall be fit and sufficient for the purposes expressed in, or reasonably inferred from, this Agreement and any amendments hereto.

Failure to provide major deliverables, including, but not limited to, Services identified in Exhibit A, Scope of Work, shall constitute a material breach of this Agreement, unless waived in writing by the County.

ARTICLE 3 - COMPENSATION

3.1 Compensation for Services

For Services defined in Section 1 above, Contractor's compensation shall be determined on a time and material basis, in accordance with the Fee Schedule described in Exhibit B, Costs, which is attached hereto and incorporated by reference as part of the Agreement and shall not exceed the sum of \$[4,262,293]. Contractor shall satisfy its obligations hereunder without additional cost or expense to County during the term of this Agreement other than the heretofore

stated compensation and the fee schedule described in Exhibit B, Costs. The actual costs charged for the work by Contractor in accordance with this provision shall be full compensation to Contractor for all Services and duties required by the Scope of Work, including, but not limited to: costs of supplies, facilities and equipment; costs of labor and services of employees, contractors and sub-contractors engaged by Contractor; travel expenses, telephone charges, typing, duplicating, costs of insurance, and all items of general overhead. Contractor shall submit billings on a monthly basis.

3.2 Compensation for Additional Services

If County requests Contractor to perform additional services, other than those required to be performed under Services identified in Exhibit A, Scope of Work, the cost of such additional services shall be determined prior to commencing additional work. All additional services and amount of payment must be authorized in writing by County prior to commencing any work for such services.

3.3 Methods and Times of Payment

Contractor shall submit to County monthly progress invoices indicating the number of hours each employee provided services and other allowed direct expenses. Payment to Contractor for work on the Project shall be made within thirty (30) days after receipt and approval of Contractor's invoice, said approval not to be unreasonably withheld. Payment by County of invoices or requests for payment shall not constitute acceptance by County of work performed on the Project by Contractor. No penalty shall be imposed upon the County for payment(s) received by Contractor after thirty days.

3.4 Dispute of Work

County shall notify Contractor in writing within thirty (30) days of receipt of the work, or portion of work, which is not approved. For work, or portions of the work, which are unapproved, the County and Contractor shall develop a mutually acceptable method to resolve the dispute within thirty (30) days of receipt by the Contractor of notice from the County. If the County and Contractor cannot reasonably agree to remedy the dispute of unapproved work within the thirty-day period, the work shall be terminated or suspended per Article 12.

ARTICLE 4 - TIME SCHEDULE FOR COMPLETION

The Services identified in Exhibit A, Scope of Work on the Project shall be diligently performed and be completed no later than June 30, 2022. Contractor shall be granted time extensions for items within the phases of the Project in writing by County if the time schedules cannot be met because of delays beyond Contractor's reasonable control, including, but not limited to, County's failure to furnish information, or to approve or disapprove Contractor's work promptly. Contractor will provide to County a monthly report including a schedule identifying progress or work completed, problems or difficulties being encountered, work to be initiated during the following month and other useful information. This report will be submitted on the first day of each month and will be in a format suitable for submittal to other interested agencies. Contractor's failure to submit promptly the monthly progress report may cause delay in payment from the County.

ARTICLE 5 – FORCE MAJEURE

Neither party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of this Agreement after the intervening cause ceases.

ARTICLE 6 - OPINIONS OF COST AND SCHEDULE

Since Contractor has no control over the cost of labor, materials, equipment or services furnished by others, including over any other contractors', subcontractors', or vendors' methods of determining prices, or over competitive bidding or market conditions, Contractor's cost estimates shall be made on the basis of qualification and experience.

Since Contractor has no control over the resources provided by others to meet contract schedules, Contractor's forecast schedules for completion of Services shall be established based on generally acceptable schedules for and performance standards of similarly situated professionals qualified and experienced to perform the Services. Contractor cannot and does not guarantee that proposals, bids or actual project costs will not vary from its cost estimates or that actual schedules will not vary from its forecast schedules.

ARTICLE 7 - INDEPENDENT CONTRACTOR

Contractor is performing the services and duties required under this Agreement as an independent Contractor and not as an employee, agent, or partner of the County.

1. Contractor undertakes performance of the Services as an independent contractor and shall be wholly responsible for the methods of performance.
2. Contractor may retain employees or other personnel to perform the services required by this Agreement. Such employees or other personnel will be the obligation of the Contractor. Contractor's employees or other personnel are not County employees.
3. Unless otherwise provided in Exhibit B, Costs, Contractor is responsible for all expenses without reimbursement.
4. Neither Contractor nor any personnel are employees of County and waive any and all claims to benefits otherwise provided to employees of the County, including, but not limited to, health

insurance, Nevada Public Employees Retirement System (PERS) or other retirement benefits, unemployment benefits, and liability and worker's compensation insurance.

5. Contractor represents and warrants that if Contractor, or any employee of Contractor who will be performing services under this Agreement, is a current employee of the County or was employed by the County within the preceding 24 months, Contractor has disclosed the identity of such persons, and the services that each such person will perform.

6. County and Contractor agree that this Agreement does not constitute an exclusive relationship. Nothing in this Agreement shall be construed as a limitation upon the right of the Contractor to engage in any other consulting agreement, service contract, business venture or other activity.

ARTICLE 8 - PERMITS AND LICENSES

Contractor shall maintain active and in good standing all necessary permits, certificates, and licenses necessary to allow Contractor to perform the Services. Contractor shall not be responsible for procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to Contractor in Exhibit A, Scope of Work.

ARTICLE 9 - COUNTY'S RESPONSIBILITY

County shall provide any information authorized by law in its possession that is requested by Contractor and is necessary to complete the Project. County shall assist Contractor in obtaining access to public and private lands so Contractor can perform the Services. County shall examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by Contractor and shall render decisions pertaining thereto within a reasonable time so as not to delay the work of Contractor.

ARTICLE 10 – PUBLIC RECORDS

Public Records. Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The County has a legal obligation to disclose such information unless a particular record is made confidential by law. Contractor may label specific parts of an individual document as “trade secret” or “confidential” in accordance with NRS, provided that Contractor thereby agrees to indemnify and defend the County for honoring such a designation. The failure to so label any document that is released by the County shall constitute a complete waiver of any and all claims for damages caused by any release of records.

ARTICLE 11 – INSPECTION AND AUDIT

11.1 Books and Records.

Contractor agrees to keep and maintain under generally accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to the County, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.

11.2 Inspection and Audit.

Contractor agrees that the relevant books, records, including, without limitation, relevant accounting procedures and practices of contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of contractor for such records may be found with or without notice by the County or its

Service Agreement –

representatives. With regard to any federal funding, any relevant federal agency or any of their authorized representatives may inspect or audit as set forth in this Agreement. All subcontracts shall reflect requirements of this section.

11.3 Period of Retention.

All books, records, reports, and statements relevant to this Agreement must be retained a minimum of 3 years, and for 5 years if any federal funds are used pursuant to this Agreement. The retention period runs from the date of payment for the relevant goods or services by the County, or from the date of termination of this Agreement, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

ARTICLE 12 - TERMINATION OR EXTENSION OF CONTRACT

12.1 Termination Without Cause. This Agreement may be terminated for any reason by either party by giving the other party written notice of the intent to terminate. The notice must specify the date upon which the termination will be effective, which date may not be less than 15 calendar days from the date of service of the notice. Only services satisfactorily performed up to the date of receipt of notice shall be compensated by County and such compensation shall be pursuant to the terms of this Agreement. If this agreement is unilaterally terminated by the County, Contractor shall use its best efforts to minimize the cost to the County and Contractor will not be paid for any cost that Contractor could have avoided.

12.2 Termination by Non-appropriation. The County may terminate its participation in this Agreement effective immediately by providing written notice if for any reason the County's funding source is not appropriated or is withdrawn, limited, or impaired. The County will make reasonable efforts to ensure payment for services rendered by the Contractor. The Contractor shall agree to hold the County free from any charges or penalties except for those already incurred through the date of notice of cancellation.

12.3 Termination with Cause for Breach. A breach may be declared with or without termination. A notice of breach and terminations shall specify the date of termination of the Agreement, which shall not be sooner than the expiration of the Time to Correct, if applicable, allowed under the Agreement. This Agreement may be terminated by either party upon written notice of breach to the other party on the following grounds:

a. If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Agreement within the time requirements specified in this Agreement or within any granted extension of those time requirements; or

b. If any state, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Agreement is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

c. If Contractor becomes insolvent, subject to receivership, or becomes in voluntarily or involuntarily subject to the jurisdiction of the Bankruptcy Court; or

d. If the County materially breaches any material duty under this Agreement and any such breach impairs the Contractor's ability to perform; or

e. It is found by the County that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the County with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such Agreement; or

f. If it is found by the County that Contractor has failed to disclose any material conflict of interest relative to the performance of this Agreement.

12.4 Time to Correct. Unless the breach is not curable, or unless circumstances do not permit an opportunity to cure, termination upon declared breach may be exercised only after service of formal written notice as specified in the notice section of this Agreement, and the subsequent failure of the breaching party within 15 calendar days of service of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared breach has been corrected. Upon a notice of breach, the time to correct and the time for termination of the contract upon breach shall run concurrently, unless the notice expressly states otherwise.

12.5 Winding Up Affairs Upon Termination. In the event of termination of this Agreement for any reason, the parties agree that the provisions of this section survive termination:

a. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Agreement. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination.

b. Contractor shall satisfactorily complete work in progress at the agreed rate, or a pro rata basis if necessary, if so requested by County;

c. Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this contract if so requested by the County;

d. Contractor shall preserve, protect and promptly deliver into County possession all proprietary information

e. Notwithstanding the above, Contractor shall not be relieved of any liability to the County for damages sustained by the County by virtue of any breach of this Agreement by the Contractor, and the County may withhold any payments to the Contractor for the purposes of set-off until such time as the exact amount of damages due the County from the Contractor may be determined.

ARTICLE 13 - NONDISCLOSURE OF PROPRIETARY INFORMATION

Contractor shall consider all information provided by County to be proprietary unless such information is available from public sources, was known to Contractor prior to the execution of this Agreement, was received by Contractor from a third-party source not under any obligation of confidentiality to the County or is required by law or ordered to be disclosed in a regulatory or judicial

Service Agreement –

proceeding. Contractor shall not publish or disclose proprietary information for any purpose other than the performance of the Services without the prior written authorization of County or in response to legal process or as required by the regulations of public entities.

ARTICLE 14 - NOTICE

Notices and other communications in connection with this Agreement shall be in writing and directed to the parties at the addresses stated in this Agreement. Email or facsimile shall be used to provide notice and shall be considered given on the date the notice is sent to the recipient's address as stated in this Agreement.

To County:

County Security Administrator
Washoe County Manager's Office
1001 East 9th Street
Reno, NV 89512

To Contractor:

Ruben Sanchez
Director of Operations - Nevada
4000 S Eastern Ave, Ste 210
Las Vegas, NV 89119

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Contractor and County.

ARTICLE 15 - UNCONTROLLABLE FORCES

Neither County nor Contractor shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to uncontrollable forces the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid and is not reasonably foreseeable at the time of entering into this Agreement. The term "uncontrollable forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the control of the non-performing party. It includes, but is not limited to, fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, inability to procure permits, licenses, or authorizations from any state, local, or federal agency or person for any of the supplies, materials, accesses, or services required to be provided by either County or Contractor under this Agreement, strikes, work slowdowns or other labor disturbances, and judicial restraint. Contractor shall be paid for services performed prior to the delay plus related costs incurred attributable to the delay.

Neither Party shall, however, be excused from performance if nonperformance is due to uncontrollable forces which are removable or remediable nor which the non-performing Party could have, with reasonable dispatch removed or remedied. The provisions of this Article shall not be interpreted or construed to require Contractor or County to prevent, settle, or otherwise avoid a strike, work slowdown, or other labor action. The non-performing Party shall upon being prevented or delayed from performance by an uncontrollable force, immediately give written notice to the other Party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

ARTICLE 16 - GOVERNING LAW-VENUE

Nevada law governs this Agreement and all adversarial proceedings arising out of this Agreement or arising out of planning or constructing the Project outlined in Article 2 – Services

to be Performed by Contractor. Venue for all adversarial proceedings arising out of this Agreement or arising out of planning or constructing the Project outlined in Article 2 – Services to be Performed by Contractor shall be in state district court in Washoe County, Nevada.

ARTICLE 17 - MISCELLANEOUS

17.1 Nonwaiver

A waiver by either County or Contractor of any breach of this Agreement shall not be binding upon the waiving Party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

17.2 Severability

If any provision of this Agreement is held to be unenforceable, then that provision is to be construed either by modifying it to the minimum extent necessary to make it enforceable or disregarding it. If an unenforceable provision is modified or disregarded in accordance with this Article 17, the rest of the Agreement is to remain in effect as written, and the unenforceable provision is to remain as written in any circumstances other than those in which the provision is held to be unenforceable.

ARTICLE 18 - INTEGRATION AND MODIFICATION

This Agreement represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by each of the Parties. Unless otherwise specified in writing, if there is any inconsistency between the terms of this Agreement and any other agreement between the Parties, the terms of this Agreement shall control.

In the event of any conflict between the documents that make up this Agreement, the documents will prevail in the following order: The Agreement for Professional Consulting Services Agreement, Insurance Exhibit C and then any other agreement / exhibits.

ARTICLE 19 - SUCCESSORS AND ASSIGNS

County and Contractor each binds itself and its directors, officers, partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this Agreement.

ARTICLE 20 - ASSIGNMENT

Neither County nor Contractor shall assign, sublet, or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this Agreement without the written consent of the other, except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Contractor from employing such independent contractors, associates, and subcontractors, as he may deem appropriate to assist him in the performance of the Services hereunder.

ARTICLE 21 - OWNERSHIP OF DOCUMENTS AND PRODUCTS

Unless otherwise specified in Exhibit A, Contractor assigns to County all rights to all products, reports, documents, photographs, videos, data, and drawings produced by Contractor as a result of its services to County during the term of this Agreement. All such materials shall be delivered into County possession by Contractor upon completion, termination, or cancellation of this Agreement.

ARTICLE 22 - THIRD PARTY RIGHTS

Nothing herein shall be construed to give any rights or benefits to anyone other than County and Contractor.

ARTICLE 23 – INDEMNIFICATION AND INSURANCE

Washoe County has established specific indemnification and insurance requirements for agreements/contracts with contractors, engineers, and architects to help assure that reasonable insurance coverage is maintained. Indemnification and hold harmless clauses are intended to assure that contractors accept and are able to pay for the loss or liability related to their activities. Exhibit B, Insurance Specifications is included by reference. All conditions and requirements identified in this exhibit shall be completed prior to the commencement of any work under this Agreement.

ARTICLE 24 – LIMITED LIABILITY

County will not waive and intends to assert available defenses and limitations contained in Chapter 41 of the Nevada Revised Statutes. Contract liability of both parties shall not be subject to punitive damages. Actual damages for the County's breach of this Agreement shall never exceed the amount of funds that have been appropriated for payment under this Agreement, but not yet paid, for the fiscal year budget in existence at the time of the breach.

ARTICLE 25 – LOBBYING

Contractor agrees, whether expressly prohibited by federal law, or otherwise, that no funding associated with this Agreement will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influencing for any purpose the following:

23.1 Any federal, state, county or local agency, legislature, commission, counsel or board:

23.2 Any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or

23.3 Any officer or employee of any federal, state, county or local agency, legislature, commission, counsel or board.

Contractor agrees to conform to the regarding influence lobbying requirements as set forth in the Byrd Anti-lobbying Amendment, 31 U.S.C. 1352.

ARTICLE 26 - ORGANIZATION'S CERTIFICATION

Contractor, its principals and agents, to the best of its knowledge and belief:

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or state department or agency;
- b) Have not within a three year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection

with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification 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 (ii) above;

d) Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default; and

e) Understand that a false statement on this certification may be grounds for rejection or termination of this Agreement. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

IN WITNESS WHEREOF, the parties have executed this Agreement.

WASHOE COUNTY:

CONTRACTOR:

Dated this ____ day of _____, 2022

Dated this ____ day of _____, 2022

By _____

[SIGNATORY]

Purchasing & Contracts Manager

By _____

[SIGNATORY]

EXHIBIT A - SCOPE OF WORK

1. Background

In 2018, Washoe County created the position of County Security Administrator within the Office of the County Manager. The Security Administrator's areas of responsibility include administration of all contract security posts for Washoe County's 24 departments. The over 2,800 employees in these departments provide a wide variety of services to the public from multiple locations across the county, including office buildings, courthouses, libraries, fire stations, homeless campuses, parks, and wastewater treatment facilities.

Washoe County is seeking proposals from qualified vendors to support the missions of County departments with armed and unarmed security services at County facilities, as well as marked patrol and random vehicle stop services.

2. Service and Staffing Requirements

The list and descriptions of current security posts and staffing levels follows. This is not a list of all possible locations where services may be needed:

Facility Name & Address	General Duties	Hours per week	Days
County Administrative Complex 1001 E 9th St Senior Center 1155 E 9th St Medical Examiner 900 E 9th St	General patrol of buildings, parking lots on campus. Establish order. Safeguard employees, citizens, and property. Respond to employee/citizen problems, emergencies, and other related functions.	Armed 60 hours	Monday-Friday
Mills B Lane Justice Center 1 S Sierra St	Armed officer: Threat assessment monitoring to safeguard employees, citizens, and property at checkpoint. Unarmed officers: X-ray/magnetometer checkpoint security to screen for prohibited items.	Armed Court Security Officer (CSO) 84.5 hours Unarmed CSO 260 hours	Monday-Friday
District Court 75 Court St	Armed officer: Threat assessment monitoring to safeguard employees, citizens, and property at checkpoint. Unarmed officers: X-ray/magnetometer checkpoint security to screen for prohibited items.	Armed CSO 70 hours Unarmed CSO 204 hours	Monday-Saturday
Sparks Justice Court 1675 E Prater Way	Armed officer: Threat assessment monitoring to safeguard employees, citizens, and property at checkpoint. Unarmed officers: X-ray/magnetometer checkpoint security to screen for prohibited items.	Armed CSO 42 hours Unarmed CSO 80 hours	Monday-Friday

Jan Evans Juvenile Justice Center 650 Ferrari-McLeod Blvd	Armed officer: Threat assessment monitoring to safeguard employees, citizens, and property at checkpoint. Unarmed officers: X-ray/magnetometer checkpoint security to screen for prohibited items.	Armed CSO 50 hours Unarmed CSO 80 hours	Monday-Friday
Human Services Administration 350 S Center St Liberty Parking Garage 220 S Center St	Armed officer: General patrol of building, parking garage and surrounding grounds. Threat assessment monitoring to safeguard employees, citizens, and property at checkpoint. Unarmed officers: X-ray/magnetometer checkpoint security to screen for prohibited items.	Armed 40 hours Unarmed 40 hours	Monday-Friday
Family Engagement Center 905 E Prater Way	Plainclothes positions controlling access to building for supervised visitation between parents and their children. General patrol of building, parking lot, and surrounding grounds. Establish order. Safeguard employees, citizens, and property. Respond to employee/citizen problems, emergencies, and other related functions.	Unarmed 84 hours	Monday-Saturday
Our Place (Facility for homeless women, families, seniors.) 605 S 21st St	Armed: General patrol of buildings, parking lots and surrounding grounds on campus. Establish order. Safeguard employees, citizens, and property. Respond to employee/citizen problems, emergencies, and other related functions. Unarmed: Access control, camera monitoring, and general security of intake facility and other related functions.	Armed 168 hours Unarmed 168 hours	24/7/365
Cares Campus (Low barrier / emergency shelter facility for homeless.) 1800 Threlkel St	Armed: General patrol of buildings, parking lots and surrounding grounds on campus. Establish order. Safeguard employees, citizens, and property. Respond to employee/citizen problems, emergencies, and other related functions. Unarmed: Access control. X-ray/magnetometer checkpoint security to screen for prohibited items.	Armed 168 hours Unarmed 616 hours	24/7/365
Safe Camp (Sanctioned camp shelter for homeless.) Line Drive	Access control and general patrol of site.	Unarmed 168 hours	24/7/365

Sober24 1530 E 6th ST Alcohol & drug testing facility. Department of Alternative Sentencing	General patrol of buildings, parking lot on campus. Establish order. Safeguard employees, citizens, and property. Respond to employee/citizen problems, emergencies, and other related functions.	Unarmed 56 hours	Monday-Sunday
Reno Library 301 S Center St	General patrol of building and surrounding property. Establish order. Safeguard employees, citizens, and property. Respond to employee/citizen problems, emergencies, and other related functions.	Unarmed 54 hours	Monday-Sunday
Dayshift Vehicle Patrol Officer Armed	General patrol of County facilities. Establish order. Safeguard employees, citizens, and property. Respond to employee/citizen problems, emergencies, and other related functions.	Armed CSO 40 hours	Monday-Friday
Random Vehicle Patrol	General patrol of County facilities. Ensure facilities are secure. Report trespassing to law enforcement. Report graffiti/vandalism.	91 patrol checks per week	Monday-Sunday
Recurring Special Events			
Facility Name & Address	General Duties	Hours	Days
County Complex 1001 E 9th Street	Parking lot access control to keep special event attendees out of parking lots during business hours. Access control for facility. Establish order. Safeguard employees, citizens, and property.	Reno Rodeo: Armed - 24 OT hours Unarmed - 156 OT hours Hot August Nights: Unarmed - 144 OT hours	Reno Rodeo: 10 Evenings in middle of June Hot August Nights 2 Days first week of August
County Complex 1001 E 9th Street Registrar of Voters Warehouse	Access control for facility. Establish order. Safeguard employees, citizens, and property. Respond to employee/citizen problems, emergencies, and other related functions.	Primary: Unarmed 275 OT hours General: Unarmed 275 OT hours	Every Two Years Primary Election in May/June and General Election October/November
County Complex 1001 E 9th Street County Commission/Fire Commission/Health District meetings	Armed officer: Threat assessment monitoring to safeguard employees, citizens, and property in Chambers during public meetings. Unarmed officer: X-ray/magnetometer checkpoint security to screen for prohibited items.	Armed 20 OT hours armed per month Unarmed 20 OT hours unarmed per month	Most Tuesdays throughout the year.
Miscellaneous County Facility Locations, including but not limited to library branches, human services locations, parks.	Access control for special events. General patrol of buildings, parking lots on campuses. Establish order. Safeguard employees, citizens, and property. Respond to employee/citizen problems, emergencies, and other related functions.	Armed up to 50 OT hours per month Unarmed up to 70 OT hours per month	Monday-Sunday

Account Manager and Area Supervisors			
Position	General Duties of Current Position	Hours per week	Days
Account Manager – available 24/7	Overall responsibility for account	45 hours	Monday-Sunday
Area Supervisor	Oversight of court locations	40 hours	Monday-Sunday
Area Supervisor	Oversight of homeless services locations	40 hours	Monday-Sunday
Area Supervisor	Oversight of all other locations	40 hours	Monday-Sunday

Proposed Full-time Post in lieu of Random Vehicle Patrol			
Nightshift Vehicle Patrol Officer Armed	General patrol of County facilities. Ensure facilities are secure. Report trespassing to law enforcement. Report graffiti/vandalism. Respond to alarms at County facilities.	Armed 56 hours	Monday-Sunday

Post Starting January 2023			
Incline Village Justice Court 855 Alder Ave	Unarmed officer: X-ray/magnetometer checkpoint security to screen for prohibited items.	Unarmed CSO 18 hours	Monday-Friday

3. Minimum Qualifications and Performance Requirements

A. Supervision of Employees

Contractor shall furnish appropriate management and supervision of staff as identified by the County to ensure the management of personnel and the functions involved in the contract requirements. Account Manager or designee must be on duty or immediately available 24-hours a day, 7 days per week and all holidays. Contractor shall provide periodic audits of the performance of the personnel. Documentation of audits shall include at a minimum, the date of the audit, the time of the audit, the facility or location, personnel, the auditor, the audit findings, at no additional cost to the County. The audit forms shall be available to the County to review upon request. Contractor's manager and supervisors are to be equipped with a cellular phone and shall respond when requested in no more than one (1) hour.

B. Account Manager and Account Supervisor Selection

Resumes for the Account Manager and Account Supervisors must be provided to the County Security Administrator for approval. Contractor must obtain approval from the County Security Administrator before transferring the Account Manager and/or the Account Supervisors. The County reserves the right to request immediate removal of any Contractor staff member. The County Security Administrator reserves the right to participate in selection process involvement for replacement of the Account Manager and the Account Supervisors.

C. Account Manager

Contractor will designate a full-time Account Manager to oversee the entire contract and provide the County Security Administrator and/or designee(s) with assistance on various projects that support The County's security strategies, such as but not limited to conducting threat and vulnerability assessments; providing security awareness trainings; collecting and analyzing criminal statistics. The Account Manager will act as a liaison with local law enforcement agencies as requested by the County Security Administrator or designee.

D. Qualifications/Availability – Account Manager

The Account Manager must:

- Have a minimum of five years of security experience as an Account Manager.
 - Have prior experience in providing training.
 - Be available 24-hours a day, 7 days per week via telephone and demonstrate the ability to respond to emergencies in a reasonable amount of time. Having an on-call contact in the event the Account Manager isn't available is acceptable.
 - Ability to understand and retain knowledge of Federal, State, Local policies, procedures, rules, regulations, and statutes.
 - Ability to write, read, understand, and implement post orders and other specialized documents as required.
 - Ability to maintain a clean, neatly groomed, and professional appearance.
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- Ability to speak and write fluently in English and to maintain English fluency in stressful and emergency situations.
- Ability to maintain a positive attitude and work ethic.
- **Possess above average communication skills for effective interactions with public, employees, staff of public safety agencies.**

E. Training – Account Manager

The Account Manager will be required to complete the following courses within the first year of the contract:

- FEMA – Incident Command System Modules, ICS-100 Introduction to ICS, ICS-200 Single Resources and Initial Action Incidents, ICS-300 Intermediate ICS for Expanding Incidents and ICS-400 Advanced ICS Command and General Staff – Complex Incidents
- Citizen’s Arrest Training Procedures (must complete before being assigned to any post)
- Terrorism awareness and response training (must complete within one month of being assigned to post)

F. Account Supervisors

Contractor should also assign Account Supervisors to support the Account Manager position. Candidates shall have a minimum of three years security experience as an Account Supervisor.

- Be available via telephone when on duty and demonstrate **the ability to respond to emergencies in a reasonable amount of time.**
- Supervisor will ensure there is adequate coverage during vacation/sick days.
- Ability to understand and retain knowledge of Federal, State, Local policies, procedures, rules, regulations, and statutes
- Ability to read, understand, implement, and follow post orders and other specialized documents as required.
- Ability to maintain a clean, neatly groomed, and professional appearance.
- Ability to maintain a professional and positive demeanor and work ethic.
- Possess above average communication skills for effective interaction with public, employees and staff of public safety agencies.

G. Training – Account Supervisor

Account Supervisors will be required to complete the following courses within the first year of the contract:

- FEMA – Incident Command System (ICS) Modules, ICS-1- Introduction to ICS, ICS-200 Single Resources and Initial Action Incidents, ICS-300 Intermediate ICS for Expanding Incidents and ICS-400 Advanced ICS Command and General Staff – Complex Incidents.
 - Citizen’s Arrest Training Procedures (must complete before assignment to any post).
 - Terrorism awareness recognition and response training within one month of assignment to a post.
-

H. Armed Officers

Each armed security officer **assigned to the County contract must meet or exceed, at least one of the following criteria:**

1. Prior civilian or military law enforcement or corrections experience – 2 years minimum.
2. Military experience of 10 years minimum with Honorable Discharge.
3. Elite military forces experience (Navy SEALs, Army Green Beret, Special Forces), military police or combat arms, 4 years minimum with Honorable Discharge.
4. Graduate of a police academy
5. Five years' experience as security officer or two years security officer experience and criminal justice or similar degree (accredited program recognized higher learning institution).

Contractor will ensure Armed Officers meet or exceed the following criteria:

- Ability to understand and retain knowledge of Federal, State, local policies, procedures, rules, and regulations.
- Ability to read, understand and follow post orders and other specialized documents as required.
- Ability to maintain a clean, neatly groomed, and professional appearance.
- Ability to speak and write fluently in English and to maintain English fluency in stressful and emergency situations.
- Ability to maintain a professional and positive demeanor and work ethic.
- Possess above average communication skills for to effective interactions with public, employees, staff of public safety agencies.

I. Training – Armed Officers

Armed Officers will be required to complete the following training within the first year of the contract:

- FEMA – Incident Command System (ICS) Modules, ICS-100 Introduction to ICS, ICS-200 Single Resources and Initial Action Incidents, ICS-300 Intermediate ICS for Expanding Incidents and ICS-400 Advanced ICS Command and General Staff-Complex Incidents.
 - Citizen's Arrest Procedures (must complete before assignment to any post).
 - CPR and basic first aid certified.
 - General training of at least eight (8) hours in human relations, conflict resolution/de-escalation.
 - Weapons training and certification is required.
 - Terrorism awareness, recognition, and response training within one-month assignment to post.
 - Annual training on maintaining positive customer relations and support.
-

J. Unarmed Officers

Contractor will provide unarmed officers that satisfy, at least, one of the following criteria:

- Military service – 4 years, minimum with Honorable Discharge.
- Private security or customer service experience – 1 year, minimum.
- Ability to read, understand and follow post orders and other specialized documents as required. Ability to understand and retain knowledge of Federal, State, local policies, procedures, rules, and regulations.
- Ability to maintain a clean, neatly groomed, and professional appearance.
- Ability to speak and write fluently in English and to maintain English fluency in stressful and emergency situations.
- Possess above average communication skills for effective interaction with public, employees and staff from public safety agencies

K. Training - Unarmed Officers

Unarmed Officers will be required to complete the following courses within the first year of the contract:

- FEMA – Incident Command system (ICS) Modules, ICS-100 Introduction to ICS, ICS-200 Single Resources and Initial Action Incidents, ICS-300 Intermediate ICS for Expanding Incidents and ICS-400 Advanced ICS Command and General Staff – Complex Incidents.
- Citizen Arrest Procedures and response training before assignment to any post).
- CPR and basic first aid certified.
- General training of at least eight (8) hours in human relations, conflict resolution/de-escalation
- Terrorism awareness, recognition, and response training within one month of assignment to any post.
- Annual training on maintaining positive customer relations and support.

L. General Duties of Contractor and Officers:

Typical duties include, but are not limited to:

- Providing employee and public safety.
- Ensuring compliance with municipal codes, county ordinances and/or Nevada Revised Statutes pertaining to trespass, vagrancy, vandalism, and crimes against the person.
- Conducting surveillance for suspicious activities and individuals and for unusual packages.
- Patrolling the perimeter and interior of the facility/site.
- Contacting local public safety agencies should the need arise.
- Overseeing and/or assisting the facility or area evacuations.
- Directing and controlling pedestrian and vehicular traffic and parking.
- Operating screening equipment, including x-ray, walk through metal detectors and handheld metal detectors

Security Officers may be exposed to intoxicated, disruptive and/or potentially violent individuals on a regular basis.

M. Staff Requirements

All Contractor staff must:

- Be proficient in writing incident reports/making entries in activity logs.
- Comply with County policies/procedures relative to Information Security/Communications equipment use.
- Have general training of at least eight hours in human relations and conflict resolution, including sexual harassment.
- Be fit for duty.
- Wear, in open view, an identification badge at all times (provided by County).
- Follow all applicable policies, procedures as well as local, state, and federal laws.

No Contractor staff will:

- Stand a post for more than 12 hours within a 24-hour period, including posts other than county facilities without first obtaining consent from the county security administrator. The exception applies to covering a post until properly relieved.
- Possess a concealed weapon.
- Use unauthorized radios, electronic equipment, and audio/visual devices while on duty.
- Make unauthorized /personal cell phone calls.
- Solicit the public or employees for any reason.

N. General Requirements

The following requirements are general to the contract. Contractor must:

- Provide photographs/samples of the proposed Security Officer uniforms.
- Arrange for their staff to testify in a court of law when called upon.
- On an annual basis, make recommendations to revise relevant areas of the post orders for each facility.

O. Document Control

Contractor will be required to maintain **electronic** records that support reports, assessments described below:

- Activity Log – Daily completion and reporting to the County Security Administrator and identified program staff at post locations
 - Incident Reports – Daily completion and reporting to the County Security Administrator and identified program staff at post locations
 - Facility Inspection Report – Monthly completion and reporting to county security administrator
 - Training report – quarterly completion and annual reporting to county security administrator
 - Report of recommendations to post orders– Annual completion and reporting to the county security administrator for retrospective review and analysis as needed
-

Copies of each document required by "...reporting to County Security Administrator" will be forwarded to the County Security Administrator or designee at the increment outlined above. Original copies of the above documents will be maintained at each respective site for (1) one year followed by (2) years at the Contractor's office. At the end of three years or applicable contract extension periods or upon termination of the contract whichever is sooner, documents will be returned to the county for final disposition. The format and procedure for each of the above documents will be submitted to the County Security Administrator for approval prior to submitting the Notice to Proceed.

P. Information/Document Security

Contractors will be required to maintain written and electronic reports and reports in a manner that does not provide for unauthorized disclosure of Sensitive Security Information (SSI) and/or Personally Identifiable Information (PII) including data collected in the course of issuing warnings, incident reports, etc. This includes video/audio files maintained/stored on County medium.

Additionally, for some posts, the Contractor may need to obtain a signed non-disclosure agreement from each staff member that ensures documents and/or drawings that contain "Sensitive Security Information" as well as PII will not be disclosed to the public. With the exception of the Contractor's area office, at no time will documents containing SSI or PII be removed from the facility/post. Working on documents from home is prohibited.

Q. Supervision

There must be an oversight supervisor either on duty or on call for a security officer to contact when on duty. In the event the County has a need to contact the supervisor the name of the supervisor and his/her telephone number must be provided to the County Security Administrator. The supervisor will manage staffing; investigate security complaints, (except those against the supervisor) and follow-up as needed. Supervisor will be responsible for on-site training and orientation of officers.

R. Uniforms

Security Officer shall wear the uniform proposed by the security company and agreed to by The County. Security Officers must present themselves in clean uniforms and groomed while on The County Property. Uniform may vary by location, and armed/unarmed status of officer.

S. Radios and Cellular Telephones

The County will provide two-way radios at appropriate locations to maintain communication with other officers, County personnel or other County contractors. The Contractor will provide a cellular telephone and make cell phone numbers available to The County for Account Manager, Supervisors, and the following posts:

- 9th Street Administrative Complex
- Cares Campus
- Patrol
- Downtown Library
- Our Place Campus
- Safe Camp Campus

T. Information Technology

Contractor shall provide computer equipment at their own expense, to include sufficient workstations for officers to complete logs and reports at/near assigned post within assigned shift. Contractor will also provide internet connections, email accounts and storage of required documents for duration of contract. Contractor will provide The County with access to those documents throughout the duration of the contract. The County will provide a County computer with closed-circuit television software (video management software) at the following posts:

- 9th Street Administrative Complex
- Cares Campus
- Our Place Campus
- Safe Camp Campus

U. Background Record Checks

Contractor will be required to conduct background investigations on their employees. The background investigation will consist of criminal history review. The receipt and review of all results occurs prior to any post assignment. Repetition of background checks occurs annually. Failure to submit to a background check at the County's discretion will be grounds to terminate the contract.

Background screenings (pre-assignment and annual), at a minimum must research the employee's past seven (7) years for criminal history to include a completed police record checks and the employee must not have:

- been convicted or pled guilty or nolo contendere to a felony in any jurisdiction.
 - been convicted to pled guilty or nolo contendere to a misdemeanor involving acts of dishonesty, or acts against governmental authority, including the use or possession of a controlled substance within a seven-year period.
 - been convicted or pled guilty or nolo contendere to any crime in any jurisdiction involving sale, delivery, or manufacture of a controlled substance.
-

- been declared by any court to be incompetent by mental disease or defect (unless the declaration has been removed or expunged).
- Employment/Residential Verification
- Verification of Personal References
- Education
- Citizenship
- Department of Motor Vehicles (for posts involving operating a motor vehicle)

Court Security Officers (CSO) assigned to courthouses, daytime patrol, supervisors, and account manager must pass additional background checks by the Washoe County Sheriff's Office (WCSO). Officers must pass provisional approval by WCSO to work under direct supervision of a fully approved officer. Once an officer passes full background check, they may work unsupervised at courthouse locations.

V. Weapons

Armed Security Officers will be required to carry a semi-automatic pistol (9 mm, .40 or .45 caliber) at all times and have the appropriate state licensing and training certifications. The County must give prior approval for an officer to carry or wear any less lethal weapon such as an impact weapon, chemical weapon, or electronic incapacitating device

W. Post Orders

Security Officers must follow the post orders as established. The County Security Administrator shall approve any post order changes prior to becoming effective

X. Substitution of Regularly Assigned Security Officers

The County Security Administrator shall approve any substitution of regularly assigned security officers. The County reserves the right to direct the Contractor to remove all assigned security officers. In such an instance, the County Security Administrator will provide such directive in writing stating the reason for removal.

Y. Minimum Desired Starting Pay (not including benefits)

POSITION TITLE	RATE
Unarmed Officer	\$18.00
Armed Officer	\$21.81
Unarmed CSO	\$19.00
Armed CSO	\$23.12
Supervisor	\$24.25
Account Manager	\$30.00

EXHIBIT B - COSTS

Hourly Bill Rates

Positions	Hourly Pay Rate	Hourly Bill Rate
Unarmed Officer	\$ 19.50	\$ 27.16
Armed Officer	\$ 22.00	\$ 30.65
Unarmed CSO	\$ 19.50	\$ 27.16
Armed CSO	\$ 23.50	\$ 32.74
Armed Vehicle Patrol	\$ 22.00	\$ 45.98
Marked Vehicle Stops		\$15.08 per stop
Account Manager	\$ 30.00	\$ 39.54
Account Supervisor	\$ 25.00	\$ 34.83

General Notes to Pricing:

1. Bill rates inclusive of the following items
 - 1.1. Wage
 - 1.2. Payroll taxes – FICA, FUI, SUI
 - 1.3. Insurances – WC, GLI
 - 1.4. Medical – Health, dental, vision
 - 1.5. Training – pre-assignment, on-the-job, annual refresher, armed
 - 1.6. Paid Time Off (PTO) coverage
 - 1.7. Background checks
 - 1.8. Uniforms
 - 1.9. Equipment
 - 1.9.1. (4) Cellphones
 - 1.9.2. (1) Laptop
 - 1.9.3. (1) Patrol Truck and all associated costs
 - 1.9.4. (13) Heliaus Devices
 - 1.9.5. Armed Equipment
 - 1.9.6. (9) workplace computers
 - 1.10. Non-billed overtime
 - 1.11. Overhead
 - 1.12. Profit

Exhibit B Costs

2. Hourly Bill Rates are effective from July 1, 2022 to June 30, 2023. After the initial term of this Contract, pricing for the Services may be revised due to fluctuations in the cost of doing business incurred by the Contractor as set forth below:
 - 2.1. If a decrease occurs, the County shall receive the benefit of this change with a corresponding decrease in pricing to the County. If an increase occurs in the cost of doing business, the Contractor may request one (1) price escalation annually provided written justification is submitted to the County at least one hundred twenty (120) calendar days before the anniversary date of the Contract. The Contractor shall provide any supporting documentation requested by the County. The County shall, in its sole discretion, determine if the price revision is justified for any subsequent annual renewal option year or extension that may be exercised by the County.
 - 2.2. In addition to the pricing revision permitted pursuant to subsection (i) above, the Contractor may request a price revision based upon changes in the Consumer Price Index-All Urban Consumers. Contract No. 200188-MC. Community-Based Security Services
 - 2.3. Each pricing revision requested herein must be approved in writing by the Purchasing and Contracts Manager and, if approved, shall become effective thirty (30) days after notice of the change, or on such earlier or later date as may be agreed upon by the parties.
 - 2.4. Any pricing revision requested pursuant to this section may be delayed or denied if the Contractor fails to submit a timely request, or fails to provide adequate documentation in support thereof.
 - 2.5. Any approved pricing revision is not retroactive, and any invoice pending on the date of approval of the pricing revision shall be paid on the basis of the pricing in effect on the date the Services are ordered by the County.
3. Hourly bill rate includes the cost of Heliaus, our proprietary software as a service.

EXHIBIT C

INSURANCE REQUIREMENTS FOR SECURITY SERVICES

INDEMNIFICATION

CONTRACTOR Liability

As respects acts, errors, or omissions in the performance of CONTRACTOR services, CONTRACTOR agrees to indemnify and hold harmless COUNTY, its officers, agents, employees, and volunteers from and against any and all claims, demands, defense costs, or liability to the extent caused by CONTRACTOR'S negligent acts, errors, or omissions in the performance of its CONTRACTOR services under the terms of this agreement.

CONTRACTOR further agrees to defend COUNTY and assume all costs, expenses, and liabilities of any nature to which COUNTY may be subjected as a result of any claim, demand, action, or cause of action arising out of the acts, errors or omissions of CONTRACTOR or its Sub-contractor in the performance of their CONTRACTOR services under the Agreement.

General Liability

As respects all acts or omissions which do not arise directly out of the performance of CONTRACTOR services, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, CONTRACTOR agrees to indemnify, defend (at COUNTY'S option), and hold harmless COUNTY, its officers, agents, employees, and volunteers from and against any and all claims, demands, defense costs, or liability arising out of any acts or omissions of CONTRACTOR (or Sub-contractor, if any) while acting under the terms of this agreement.

In determining the nature of the claim against COUNTY, the incident underlying the claim shall determine the nature of the claim, notwithstanding the form of the allegations against COUNTY.

INSURANCE REQUIREMENTS:

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

- A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a “following form” basis.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- | | |
|---|--------------|
| • General Aggregate | \$10,000,000 |
| • Products – Completed Operations Aggregate | \$10,000,000 |
| • Personal and Advertising Injury | \$10,000,000 |

- The policy shall be endorsed to include errors and omissions coverage.
- Policy shall be endorsed to include master key coverage.
- Policy shall be endorsed to include coverage for “care-custody-control” of property of others.
- Policy shall include coverage for the operation of mobile equipment (if required as part of the Scope of Services).
- Washoe County, its officers, agents, employees, and volunteers shall be named as an additional insured to the extent of the CONTRACTOR’S indemnification and defense obligations set forth in the “Indemnification” section in this agreement and up to the required insurance coverage amount. Coverage may be provided by a blanket additional insured endorsement that covers additional insureds where required by written contract.

2. **Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	\$2,000,000
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- Washoe County, its officers, agents, employees, and volunteers shall be named as an additional insured to the extent of the CONTRACTOR’S indemnification and defense obligations set forth in the “Indemnification” section in this agreement and up to the required insurance coverage amount. Coverage may be provided by a blanket additional insured endorsement that covers additional insureds where required by written contract.

3. **Worker’s Compensation and Employers’ Liability**

Workers’ Compensation	Statutory
Employers’ Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- b. Policy shall contain a waiver of subrogation against Washoe County.
- c. This requirement shall not apply when a contractor or subcontractor is exempt under NRS, **AND** when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

4. Fidelity Bond or Crime Insurance

Bond or Policy Limit

\$50,000

- a. The bond or policy shall include coverage for all directors, officers, agents and employees of the Contractor.
- b. The bond or policy shall include coverage for third party fidelity.
- c. The bond or policy shall include coverage for extended theft and mysterious disappearance.
- d. The bond or policy shall not contain a condition requiring an arrest and conviction.

B. ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include the following provisions:

- 1. The Contractor's insurance coverage shall be the primary insurance and non-contributory with respect to all other available sources.
- 2. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to COUNTY, its officers, agents, employees, or volunteers.
- 3. CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

C. NOTICE OF CANCELLATION: Contractor shall for each insurance policy required by the insurance provisions of this Contract shall not be suspended, voided, or canceled except after providing thirty (30) days prior written notice been given to the County, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to Washoe County, Purchasing Division, P.O. Box 11130, Reno, NV 89520. Should contractor fail to provide County timely notice, contractor will be considered in breach and subject to cure provisions set forth within this contract.

D. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Nevada and with an "A.M. Best" rating of not less than A-VII. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. VERIFICATION OF COVERAGE: Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsement are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to Washoe County, Purchasing Division, P.O. Box 11130, Reno, NV 89520. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies **or** Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

G. **DEDUCTIBLES AND SELF-INSURED RETENTIONS:** Any deductibles or self-insured retentions must be declared to and approved by the COUNTY Risk Management Division prior to the start of work under this Agreement. COUNTY reserves the right to request additional documentation, financial or otherwise prior to giving its approval of the deductibles and self-insured retention and prior to executing the underlying agreement. Any changes to the deductibles or self-insured retentions made during the term of this Agreement or during the term of any policy must be approved by the COUNTY Risk Manager prior to the change taking effect. Approval of deductibles and self-insured retentions shall not be unreasonable withheld upon Contractor's demonstration of financial capacity to carry said deductibles and self-insured retentions. Should the COUNTY require added security, the COUNTY shall accept a financial guarantee of CONTRACTOR's parent company guaranteeing payment of losses and related claims investigation, administration and defense expenses that fall within the policy self-insured retentions and deductibles.

F. **MISCELLANEOUS CONDITIONS:**

1. CONTRACTOR shall be responsible for and remedy all damage or loss to any property, including property of COUNTY, caused in whole or in part by CONTRACTOR, any Sub-contractor, or anyone employed, directed, or supervised by CONTRACTOR.
2. Nothing herein contained shall be construed as limiting in any way the extent to which CONTRACTOR may be held responsible for payment of damages to persons or property resulting from the operations of CONTRACTOR or any of its Sub-contractors.
3. In addition to any other remedies COUNTY may have if CONTRACTOR fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, COUNTY may, at its sole option:

- a. Order CONTRACTOR to stop work under this Agreement and/or withhold any payments which become due CONTRACTOR here under until CONTRACTOR demonstrates compliance with the requirements hereof.
- b. Terminate the Agreement.

**EXHIBIT D -
FEDERAL CONTRACT PROVISIONS**

Debarment & Suspension

CONTRACTOR agrees:

- 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 Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification 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 or any other offenses enumerated in (b) above;
- d. Have not, within a three-year period preceding this Agreement, had one or more public transactions (Federal, State, or local) terminated for cause or default; and understands that a false statement on this certification may be grounds for rejection or termination of this Agreement. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.
- e. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- f. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- g. This certification is a material representation of fact relied upon by COUNTY. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to COUNTY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- h. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Compliance with Clean Air Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to the COUNTY and understands and agrees that the COUNTY will, in turn, report each violation as required to assure notification to the federal funding agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

Federal Water Pollution Control Act

- (1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the COUNTY and understands and agrees that the COUNTY will, in turn, report each violation as required to assure notification to the federal funding agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

Legal/Contractual/Administrative remedies for breach of contract

Either Party may terminate this Agreement by written notice to the other Party if the other Party is in material breach or default of any provision of this Agreement and does not remedy such breach or default, or provide satisfactory evidence that such default will be expeditiously remedied, within thirty (30) days after being given such notice. In the event of such termination, County shall pay Consultant for all Services satisfactorily performed to the date of termination.

County, in its sole discretion, shall have the right to terminate this Agreement or suspend performance thereof for County's convenience upon written notice to CONTRACTOR, and CONTRACTOR shall terminate or suspend performance of services within thirty (30) days on a schedule acceptable to County. In the event of termination or suspension for County's convenience, County shall pay Consultant for all Services performed in accordance with the terms of this Agreement.

This contract may be amended to extend past the initial term stated in Article 2 by executing an amendment signed by both Parties.

In the event that the County's governing body fails to appropriate or budget funds for the purposes specified in this Agreement, or that the County's governing body has been required, in its sole judgment, to amend previous appropriations or budgeted amounts to eliminate or reduce funding

for the purposes of this Agreement, this Agreement shall be terminated without penalty, charge, or sanction.

Procurement of Recovered Materials

- a. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired-
 - Competitively within a timeframe providing for compliance with the contract performance schedule;
 - Meeting contract performance requirements; or
 - At a reasonable price.
- b. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- c. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

ANTI- LOBBYING CERITIFICATION

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
5. The Contractor, Allied Universal Security Services, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

Equal Employment Opportunity

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until

satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Compliance with the Contract Work Hours and Safety Standards Act

- (1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- (3) *Withholding for unpaid wages and liquidated damages.* The Federal funding agency, shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- (4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

Access to Records

Access to Records. The following access to records requirements apply to this contract:

- (1) The Contractor agrees to provide the COUNTY, and the FEDERAL AGENCY, Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the FEDERAL AGENCY, authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

Compliance with Federal Law, Regulations, and Executive Orders

This is an acknowledgement that Federal financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders.

No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

Fraud and False or Fraudulent Statements Or Related Acts

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

Boycott Certification. Pursuant to NRS 332.065(2), as of July 1, 2018 By signature of this contract, all parties acknowledge, agree, and certify that no party is currently engaged in a boycott of Israel; and further, all parties agree not to engage in any form of boycott of Israel for the duration of the contract period and any subsequent contract renewals, if applicable.

Vietnam Veterans. The CONTRACTOR agrees to comply with Section 402-Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era Act.

Americans with Disabilities Act. The CONTRACTOR agrees to comply with any federal regulations issued pursuant to the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973, as amended.

Hatch Act. Neither CONTRACTOR program nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of Chapter 15 of Title 5, United States Code.

Drug-Free Workplace Requirements. CONTRACTOR agrees to conform to the guidelines set forth in the certification regarding Drug-Free Workplace Requirements. PROVIDER certifies that it will provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing a drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The grantee's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (1);
- d. Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the grant, the employee will:
 1. Abide by the terms of the statement; and
 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- e. Notifying the agency within ten days after receiving notice under subparagraph (4) (b) from an employee or otherwise receiving actual notice of such convictions;
- f. Taking one of the following actions, within 30 days of receiving notice under subparagraph (4) (b), with respect to any employee who is so convicted;
 1. Taking appropriate personnel action against such employee, up to and including termination; or
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5) and (6).

Authority of Signatory. The individuals signing hereby represent and warrant that they are duly authorized to execute and deliver this Agreement on behalf of CONTRACTOR and that this Agreement is binding upon all parties in accordance with its terms.

EXHIBIT E -
HELIAUS AGREEMENT

The County understands and agrees that by ordering and receiving the HELIAUS Technology Platform which may include all or some of the HELIAUS Mobile and HELIAUS Portal components (the “HELIAUS Services”) from Allied Universal, The County agrees to the HELIAUS Software-as-a-Service (SaaS) Terms in full (“the HELIAUS Terms”), and same shall solely govern the provision of the HELIAUS Services; provided, however, the invoicing, payment, and billing terms for the HELIAUS Services shall be governed by this Agreement. The Parties acknowledge and agree that the HELIAUS Services are otherwise separate and distinct from the Services under this Agreement, and that any use or non-use of the HELIAUS Services shall not expand the Allied Universal scope of Services and/or liability hereunder. The HELIAUS Terms may be found at www.aus.com/service-terms and by signing the Agreement The County acknowledges receipt and agrees to the HELIAUS Terms. “HELIAUS” is a service mark of Allied Universal.

HELIAUS® Software-as-a-Service (SaaS) Terms

These HELIAUS Software-as-a-Service Terms (these “Service Terms”) are binding on each customer of Universal Protection Service, LP, a California limited partnership d/b/a Allied Universal Security Services (“Allied Universal”) who has signed a services agreement (the “Agreement”) with Allied Universal (“Client”). These HELIAUS Terms (together with the Agreement more generally) govern those certain services, pertaining to Allied Universal’s HELIAUS Technology application which may include all or some of the HELIAUS Mobile and HELIAUS Portal components, and any related Equipment (as defined below) (collectively, the “HELIAUS Services”). These HELIAUS Terms may be modified by Allied Universal from time to time and are available at <https://www.aus.com/service-terms>, and any such modification shall take effect immediately upon the posting of the modified HELIAUS Terms (as the case may be) at such site or upon written notice to Client.

1. **HELIAUS SERVICES:** In consideration for Client’s payment of all applicable fees and costs, Allied Universal grants Client a limited, non-exclusive, non-transferrable, non-sublicensable right and license to use the HELIAUS Services during the subscription term for Client’s internal business purposes according to the restrictions set forth in these Service Terms and the Agreement. Allied Universal hereby agrees at its expense to use commercially reasonable measures to provide to Client subject to these Service Terms and any scheduled downtime, force majeure event, or other event outside of Allied Universal’s reasonable control. To the extent Client elects to obtain any Allied Universal smartphones or other hardware and/or equipment as may be set forth in a schedule to these Service Terms or as otherwise agreed to by the parties in writing (the “Equipment”), upon receipt Client accepts the Services and the Equipment as being in good and acceptable condition. Subject to the terms and conditions of these Service Terms, Client shall have a non-exclusive, non-transferable, revocable, limited subscription to access the HELIAUS Services for Client’s internal use only.
 - 1.1. **RESTRICTIONS:** Client shall not, and shall not permit any third party to: (i) modify or create any derivative works based on the HELIAUS Services or any portion thereof, or content stored thereto; (ii) reproduce the Services; (iii) sublicense, distribute, sell, lend, rent, lease, transfer, or grant any rights in or to all or any portion of the HELIAUS Services or provide access to the HELIAUS Services to third parties on a service bureau basis or otherwise; (iv) decompile, disassemble, reverse engineer, reverse assemble, analyze or otherwise examine, prepare derivative works of, modify, or attempt to derive source code from the HELIAUS Services, as applicable; (v) remove, modify, alter, destroy, or obscure any of the logos, trademarks, patent or copyright notices, confidentiality or proprietary legends or other notices or markings contained within the Services or content stored thereto; or (vi) use the HELIAUS Services or content stored thereto other than as provided herein, including as limited in **Attachment A**.
 - 1.2. **HARDWARE:** It is further agreed that, with the exception of the Equipment, none of the associated hardware and/or other equipment associated with HELIAUS Services or used to access the HELIAUS Services, including, but not limited to, routers, networks, cell equipment, computers and/or devices, is owned by or the responsibility of Allied Universal.
 - 1.3. **AVAILABILITY:** Client acknowledges and agrees that the HELIAUS Services, and Allied Universal’s rights hereto may be fulfilled, executed, delivered, provided, and/or serviced by third parties and such third parties and their agents and assigns (“Technical Providers”) and such Technical Providers or Allied Universal shall be granted all necessary access to its facilities. In the event of termination or expiration of these Service Terms or the Agreement for any reason, Allied Universal shall have no obligation to ensure and/or provide continuation of the HELIAUS Services or access thereto. Client hereby acknowledges that the Technical Providers disclaim and make no representation or warranty with respect to the HELIAUS Services or any portion thereof, and assume no liability for any claim that may arise with respect to the HELIAUS Services or Client’s use or inability to use the HELIAUS Services. Sections 1.1, 1.2, 1.3, 4.1, 6-12, and 15 of these Service Terms shall survive any termination of the Terms or Agreement.
2. **HOSTING AND SUPPORT:** Allied Universal reserves the right to arrange for third party hosting of the HELIAUS Services. Allied Universal shall provide Client with information sufficient to allow Client to access the HELIAUS Services through a Web browser. Client is responsible for providing, at Client’s own expense, all necessary telephone lines, Internet connections, equipment, software (including a compatible Web browser), and services for Client to effectively access the HELIAUS Services and provide security measures to prevent unauthorized access. Client is responsible for upgrading and configuring Client’s internal systems (e.g. network settings, Internet routing, firewalls, and Web browsers) to be and remain compatible with and optimize the performance of the HELIAUS Services. Allied Universal or a Technical Provider will use commercially reasonable efforts to support the HELIAUS Services, and maintain its accessibility for Client during the subscription term; provided, however that Allied Universal makes no representation of availability of the HELIAUS Services. As they become available, Allied Universal may provide Client with updates and upgrades relating to the HELIAUS Services.
 3. **DEFAULTS:** If Client fails to keep the HELIAUS Services reasonably secure (e.g. failing to prohibit third party access) or fails to substantially perform or fulfill any material obligation under these Service Terms, Client shall be in default of these Service Terms, provided, however, that Client shall have five (5) days from the date of notice of default by Allied Universal to cure the default (if such default is capable of being cured). In the event Client does not cure a default or such default is not capable of being cured in Allied Universal’s sole discretion, Allied Universal may at Allied Universal’s option (a) cure such default and the cost of such action may be added to Client’s financial obligations under these Service Terms; or (b) declare Client in default of the Service Terms. In the event of default, Allied Universal may, as permitted by law, terminate access to the HELIAUS Services. Termination of the Service Terms will not terminate the Agreement or Client’s continued payment obligations for the HELIAUS Services until the end of the then-current subscription term.
 4. **USE OF EQUIPMENT AND HELIAUS SERVICES:** Client shall be entitled to possession of the Equipment and the right to access the HELIAUS Services on the first day of the subscription term. At the expiration of the subscription term or upon termination, Client shall surrender the Equipment to Allied Universal by delivering the Equipment to Allied Universal or Allied Universal’s agent in good condition and working order, ordinary wear and tear excepted, substantially as it was at the commencement of the HELIAUS Services (except for enhancements or other changes which may have been installed with Allied Universal’s knowledge during the subscription term). In the event that Client does not access the HELIAUS Services within 30 days or at the expiration of the subscription term or upon termination, Client’s right to access the HELIAUS shall immediately terminate, all rights granted hereunder will be immediately and automatically revoked, and all licenses are immediately revoked and void. In the event the Equipment is lost or damaged beyond repair and such loss or damage is not due to Allied Universal’s negligence, Client shall pay to Allied Universal the replacement cost of the Equipment.
 - 4.1. **PROPER USE:** Client shall only use HELIAUS Services in a careful and proper manner and will comply with all laws, rules, ordinances, statutes, orders, and instructions from Allied Universal regarding the use, maintenance, and storage thereof. Client shall keep the Equipment and HELIAUS Services free and clear of any liens or other encumbrances and promptly pay all taxes, fees, licenses and governmental charges, together with any penalties or interest thereon, relating to its possession or use of the Equipment or HELIAUS Services. Client agrees to secure and maintain during the subscription term, any permit or professional licenses that might be required, and Client acknowledges that the cost, if any, of the permit or license will be that of the Client, along with any additional charges that might be imposed.
 - 4.2. **CUSTOMIZATION:** If requested by Client and upon execution of a separate Consulting Agreement, Allied Universal may provide reasonable software customization services, data conversion services, data retrieval services, and additional reports (“Customization Services”). Such Customization Services shall be provided at Allied Universal’s then-current standard rates, or as agreed in writing by Allied Universal and Client. Allied Universal will respond to such requests within a reasonable time after receipt of Client’s written request. Allied Universal makes no representation that all requests for Customization Services can be honored.
5. **ALLIED UNIVERSAL REPRESENTATIONS:** Allied Universal hereby represents and warrants to Client that (a) it has the ability to provide the HELIAUS Services as provided in these Service Terms, (b) it will, in the performance of these

Service Terms, comply with all applicable federal, state, provincial, territorial, and local laws, rules, regulations, orders, and ordinances, and (c) the HELIAUS Services will conform in all material respects with any specifications agreed to by Allied Universal in writing. Allied Universal and/or Technical Provider reserve the right to make changes or improvements to the HELIAUS Services without notice to Client, subject to its business policies, technologies, practices, and procedures. Notwithstanding the foregoing, Allied Universal will not make changes which materially degrade the features or functionality of the HELIAUS Services without providing Client the ability to terminate these Service Terms.

6. **CUSTOMER REPRESENTATIONS:** Client hereby represents and warrants to Allied Universal that (a) access to the HELIAUS Services is solely for use in the conduct of Client's internal business, (b) Client will comply with all applicable federal, state, provincial, territorial, and local laws, rules, regulations, orders, and ordinances in its use of the HELIAUS Services, and (c) any data uploaded to the Equipment and/or HELIAUS Services will be done only after obtaining appropriate and legally required consents of such persons or parties required on behalf of both Client and Allied Universal.
7. **WARRANTY DISCLAIMER:** EXCEPT AS SET OUT HEREIN, ALLIED UNIVERSAL MAKES NO WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS, ON ITS OWN BEHALF AND ON BEHALF OF THE TECHNICAL PROVIDERS ITS OTHER SUPPLIERS AND LICENSORS, ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, DATA LOSS, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ALLIED UNIVERSAL DOES NOT WARRANT THAT THE HELIAUS SERVICES WILL MEET ALL OF CUSTOMER'S REQUIREMENTS OR THAT THE USE THEREOF WILL BE UNINTERRUPTED OR ERROR FREE. ALLIED UNIVERSAL DISCLAIMS ANY WARRANTY THAT THE HELIAUS SERVICES MAY NOT BE COMPROMISED OR CIRCUMVENTED OR WILL PREVENT ANY PERSONAL INJURY, BUSINESS LOSS, OR PROPERTY LOSS BY BURGLARY, ROBBERY, FIRE OR OTHERWISE. CLIENT ACKNOWLEDGES THE HELIAUS SERVICES ARE NOT INSURANCE OR GUARANTEES THAT SUCH WILL NOT OCCUR.
8. **DATA:** Data, including all information that identifies Client and/or contains PII (as defined below), collected or generated through Client's use of the HELIAUS Services involving post checks and GPS data (the "Tracking Data") and incident reporting and daily activity reports ("Reporting Data") shall be owned by Client. Notwithstanding the foregoing, Allied Universal will have the right to access the Tracking and Reporting Data at any time and retain a copy of such data upon termination of the Agreement and/or the Service Terms. Client shall be responsible for costs associated with and timely response to third party requests involving data protection regulations in connection with the collection, processing, disclosure, subject access requests, retention, and transfer of Reporting Data. All other information or data not specifically identified herein, regardless of whether Client may have access to such data, remains the property of Allied Universal or is assigned to Allied Universal. Allied Universal reserves the right to delete any stored Tracking Data from its systems after 120 days and any stored Reporting Data after 365 days have passed from the date on which the data was first generated, unless a separate written agreement has been entered into by the parties. Allied Universal makes no representation that all requests for storage beyond said timeframe can or will be honored. Allied Universal will respond to such requests within a reasonable time after receipt of Client's written request. Within 30 days of any expiration or termination of these Service Terms, Client shall have the right to obtain a copy of the stored Tracking and Reporting Data upon request to Allied Universal which data shall be provided in a format reasonably determined by Allied Universal.
9. **OWNERSHIP:** The HELIAUS Services are licensed, (and Equipment contained therein leased) to Client and not sold. As between the parties, the HELIAUS Services, along with any improvements, enhancements, inventions or derivative works made with respect thereto are and shall at all times be and remain the exclusive property of Allied Universal or the Technical Provider, even if installed in or attached to real property by Client. Except as expressly provided herein, Allied Universal or the Technical Provider shall retain all right, title, and interest in and to the Equipment and HELIAUS Services, including, but not limited to, all intellectual property rights therein.
10. **FEEDBACK:** Any ideas, suggestions, guidance, content, or other information disclosed by Client to Allied Universal or the Technical Provider related to the, HELIAUS Services and the Customization Services, and any intellectual property rights relating to the foregoing shall be collectively deemed "Feedback". Allied Universal shall own all Feedback, and Client agrees to assign and hereby assigns to Allied Universal all of its rights, title, and interest in and to such Feedback. To the extent that the foregoing assignment is ineffective for whatever reason, Client agrees to grant and hereby grants to Allied Universal a nonexclusive, perpetual, irrevocable, royalty free, worldwide license (with the right to grant and authorize sublicenses) to make, have made, use, import, offer for sale, sell, reproduce, distribute, modify, adapt, prepare derivative works of, display, perform and otherwise exploit such Feedback and derivatives thereof without restriction. Client agrees to promptly execute any documents prepared by Allied Universal consistent with this section.
11. **SEVERABILITY:** If any part or parts of these Service Terms shall be held unenforceable for any reason, the remainder of these Service Terms shall continue in full force and effect. If any court of competent jurisdiction deems any provision of these Service Terms invalid or unenforceable, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.
12. **INDEMNIFICATION:** Except for damages, claims or losses due solely to Allied Universal's willful misconduct or grossly negligent acts, Client, to the fullest extent permitted by law, will indemnify, defend, and hold Allied Universal, free and harmless from any liability for fees, costs (including attorney's fees and costs), losses, claims, damages, judgments, settlements or penalties, arising from: (i) injury to or death of any person, damage to property; (ii) Client's failure to comply with any applicable laws or regulations, including, but not limited to, data privacy obligations; or (iii) Client's breach of the Service Terms or the Agreement. Allied Universal agrees to indemnify and hold Client and Client's property, free and harmless from any liability for losses or claims arising from or relating to any third party claim or allegation that the HELIAUS Services infringe, violate, or misappropriate any valid U.S. patents, registered copyrights and registered trademarks. Allied Universal shall have no indemnity obligations hereunder to the extent any infringement claim was caused in whole or in part by the combination of any of the HELIAUS Services, or any portion thereof, with any products, services, or other item of Client or any third party. Should the HELIAUS Services or any part thereof become, or in Allied Universal's opinion be likely to become, the subject of any claim of infringement, Allied Universal shall, at its option, either: (1) obtain for Client the right to continue using the HELIAUS Services; (2) replace or modify the affected portion of the HELIAUS Services so that the use thereof becomes non-infringing or otherwise lawful; or (3) terminate these Service Terms and refund to Client any prepaid but unused fees as of the date of termination. Client hereby waives all right of subrogation against Allied Universal and Allied Universal's insurance carrier, if any, and agrees to carry its own insurance for general commercial liability, cyber and privacy claims, personal injury and property damage. Said liability policy shall be sufficient to fulfill its indemnification and defense obligations hereunder. Allied Universal agrees to maintain sufficient insurance coverage to cover its obligations hereunder and such coverage expressly applies and overwrites any insurance and indemnification requirements in the Agreement as they relate to the HELIAUS Services and Client shall look only to this provision in relation to the HELIAUS Services.
13. **NO ADDITIONAL INSURED:** Client hereby waives and releases Allied Universal from any and all requirements or obligations that Client or any other party, now or in the future, be named or included as an "additional insured" as it relates to these HELIAUS Services.
14. **BINDING EFFECT:** The covenants and conditions contained in these Service Terms shall apply to and bind Allied Universal and Client and the heirs, legal representatives, successors and permitted assigns of Allied Universal and Client. These Service Terms shall survive termination or expiration of the HELIAUS Services.
15. **CONFIDENTIAL MATERIAL:** Both parties expressly acknowledge and agree that they have a responsibility under the law to keep Personally Identifiable Information ("PII") private and confidential. Both parties acknowledge that the PII constitutes Confidential Information and neither party shall in any way possess or shall gain possession of any ownership or other proprietary rights with respect to such PII that they had not previously held. Both Allied Universal and Client acknowledge and understand that PII may be subject to the subscriber privacy protections set forth in any data security and privacy laws. Both parties agree that they shall use such information in strict compliance all applicable laws governing the use, collection, disclosure and storage of such information.

HELIAUS® Terms
ATTACHMENT A

Allied Universal HELIAUS® Platform

HELIAUS® Platform:

- The HELIAUS® Workforce and Information Management System is a web- and GPS-based technology utilized to build an advanced patrol and reporting program that transforms the traditional reporting process into a paperless, real-time solution. Security Professionals use both the HELIAUS® web-portal and mobile device to manage post order directed activity, collect position/tracking data, perform tasks, and submit reports. HELIAUS is a real-time pro-active automated supervision increasing the overall effectiveness of the existing security program on a customer location. Clients are provided HELIAUS® web-portal access to review the latest accurate data about their property and security professionals, run reports, as well as the tools to manage their security program. HELIAUS® also includes an optional powerful Visitor and Vehicle Management module available as an additional package which provides customers with an avenue to track and manage visitor, vendor, and/or contractor movement in and out of the property as well as tracking any parking citations issued easily identifying repeat violators of a location's parking policy.
- HELIAUS is a Registered Trademark of Allied Universal and is provided only via Allied Universal's family of companies.

Server Infrastructure:

All Allied Universal Customer systems would utilize Amazon Web Services data centers in Northern VA – Zero physical Access. Data centers are ISO 27001 compliant.

- The Standard Allied Universal Application Architecture will be used for customers using the Air Watch MDM and HELIAUS® Mobile application. Only encrypted access is allowed via HTTPS for both mobile app and web portal and all data is encrypted in transit. Clients and employees are provided access via HELIAUS® web-portal access by user name and 8 characters or longer and require uppercase, lowercase, alpha, numeric, and non-alpha. All employee and client users require multifactor authentication via SMS text or authenticator app. Passwords must be reset every 90 days

HELIAUS® includes server infrastructure and hosting costs within Allied Universal's per-user per-month pricing, thus minimizing costs per customer and per user by spreading them among a vast base and over each customer's contract term. HELIAUS® manages and monitors the server infrastructure.

Internet Access:

- HELIAUS® Desktop PC users access the Internet via their existing Internet connections using a web browser.
- HELIAUS® device users (Security Professionals) access HELIAUS® services via a cell/ wireless network and HELIAUS smart phone.

Training, Support, & Online Resources:

- Allied Universal Customers will receive User Support from the local direct account manager or branch. This includes access to FAQs via a dedicated web portal, as well as phone and email availability of dedicated HELIAUS® support agents for assistance with technical or other issues.
- Allied Universal Customers will also benefit from the HELIAUS® Training Program. This includes access via the

web portal to automated online training with how to videos and PDF training manuals. Additional Training is available to Customers and such additional training is billable per Attachment B.

- Allied Universal maintenance may include provision of new releases of software (including patches and upgrades), which will contain corrections to errors or defects which have been reported reasonably in advance of the release date, as well as any enhancements, new features and functionality included in the Platform as new releases become available. Allied Universal maintenance does not include additional consulting services, software customization services, data conversion services, additional standard reports as may be specified by the Customer, and additional or replacement software or manuals.
- Standard HELIAUS® Set-up will occur within terms of the client agreement and will include the out-of-the-box system configuration. Allied Universal will provide installation and telephone support during the initial set-up. Specialized HELIAUS Set-up and/or System Reconfiguration after the Standard HELIAUS® Set-up is billable and will be billed per Attachment B.

Portal Access Requirements:

- Chromebook, PC, or MAC running an OS that is supported by manufacturer
- Modern web browser such as Google Chrome
- Connection to the internet with access to *.aus.com domain
- Adobe Acrobat reader installed.

HELIAUS® Terms
ATTACHMENT B

Allied Universal HELIAUS® Technical Services

HELIAUS® Initial Set-up:

1. Standard HELIAUS® Set-up includes providing a link to the HELIAUS® Platform to Customers, employee training how to use the app and website for patrols and reporting, and access to the training library.
2. Specialized HELIAUS® Set-up - for example advanced reporting, customer specific configuration of incident types and categories, procedural reporting requirements, large scale multi location deployment configurations, high volume customer accounts, and visitor management - will be billable.
3. System Reconfiguration - for example, deviation from out-of-the-box reporting, including but not limited to advanced reporting configuration, specific incident type and category configuration, alert and patrol reconfiguration and additional development - requested after or not included in pricing for the Initial Set-up, will be billable
 - a. Written requests for Specialized HELIAUS® Set-up and/or System Reconfiguration will be reviewed by Allied Universal and Allied Universal will either provide the Customer with a proposal explaining the Specialized HELIAUS® Set-up request or will bill Customer at a rate of \$195 per hour.
 - b. Reasonable Allied Universal expenses – for example, travel, meals, data review, but not proposal costs – pursuant to such requests will be billable and reimbursed by Customer.

Additional HELIAUS® Training:

1. Most Customers find the HELIAUS® Training Program to be sufficient to meet their needs. However, should a Customer submit a written request for Additional Training – for example, live customized training via webinar, in person review of the application by an Allied Universal representative, or customized training material such as written documentation, live interactive training, etc. for the Customer's internal use. Such training will be billable.
 - a. Written requests for Additional HELIAUS® Training will be reviewed by Allied Universal and Allied Universal will either provide the Customer with a proposal explaining the Additional HELIAUS® Training request or will bill Customer at a rate of \$195 per hour.
 - b. Reasonable Allied Universal expenses – for example, travel, meals, data review, but not proposal costs – pursuant to such requests will be billable and reimbursed by Customer