



**County of Solano
Standard Contract**

For County Use Only
CONTRACT NUMBER:
(Dept., Division, FY, #)

BUDGET ACCOUNT:
6588

SUBJECT ACCOUNT:
2245

1. This Contract is entered into between the County of Solano and the Contractor named below:

UNIVERSAL PROTECTION SERVICE, LP d/b/a ALLIED UNIVERSAL SECURITY SERVICES
CONTRACTOR'S NAME

2. The Term of this Contract is:

January 1, 2020 through June 30, 2023

3. The maximum amount of this Contract is:

\$ 431,500.00

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of this Contract:

Exhibit A – Scope of Work

Exhibit B – Budget Detail and Payment Provision

Exhibit C – General Terms and Conditions

Exhibit D – Special Terms and Conditions

This Contract is made on January 1, 2020.

CONTRACTOR	COUNTY OF SOLANO
UNIVERSAL PROTECTION SERVICE, LP d/b/a ALLIED UNIVERSAL SECURITY SERVICES	
CONTRACTOR	BIRGITTA E. CORSELLO COUNTY ADMINISTRATOR
	530 UNION AVENUE, SUITE 100
SIGNATURE	ADDRESS
ERIC McGARTY, SR. REGIONAL VICE PRESIDENT	FAIRFIELD, CA 94533
PRINTED NAME AND TITLE	CITY STATE ZIP CODE
1551 N. TUSTIN AVENUE, SUITE 650	Approved as to Content:
ADDRESS	<i>Bradley W. DeLoe, undershiff</i>
SANTA ANNA, CALIFORNIA, 92705	DEPARTMENT HEAD OR DESIGNEE
CITY STATE ZIP CODE	Approved as to Form:
	<i>Benedetta C.</i>
	COUNTY COUNSEL

CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE

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EXHIBIT A
SCOPE OF WORK

The Contractor shall provide supplementary security services to the Sheriff's Office for the protection of the public, County employees, and associated property at specific locations identified herein. The security services shall be performed by unarmed security guards in accordance with the terms, specifications and conditions set forth in this Contract and in the Request for Proposal Number (RFP) 990-926-20 and RFP amendments.

CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING DUTIES:

1. STAFF, LOCATIONS AND SCHEDULE

A. Staff

Provide one unarmed Security Guard (SG) to patrol and provide security services at the locations and according to the schedule identified below.

B. Locations

Solano County Government Center Campus Located in Fairfield, California 94533	
Description	Address
Government Building	675 Texas Street
Parking Lot Adjacent to the Government Building	501 Union Avenue
County Event Center	601 Union Avenue
Old Courthouse Area	
Juror's lot next to Old Courthouse Area	
Library Technical Services Building	601 Kentucky Street

C. Schedule

Weekly Service Schedule*		
*Includes holidays		
Days	Time	Hours
Monday through Friday	22:00 – 04:00	30 hours
Saturday	00:00 – 24:00	24 hours
Sunday	00:00 – 24:00	24 hours
Total weekly hours:		78 hours

D. Schedule Illustrated

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Time							
0:00 - 1:00							
1:00 - 2:00							
2:00 - 3:00							
3:00 - 4:00							
4:00 - 5:00							
5:00 - 6:00							
6:00 - 7:00							
7:00 - 8:00							
8:00 - 9:00							
9:00 - 10:00							
10:00 - 11:00							
11:00 - 12:00							
12:00 - 13:00							
13:00 - 14:00							
14:00 - 15:00							
15:00 - 16:00							
16:00 - 17:00							
17:00 - 18:00							
18:00 - 19:00							
19:00 - 20:00							
20:00 - 21:00							
21:00 - 22:00							
22:00 - 23:00							
23:00 - 24:00							
total hours/day	24	6	6	6	6	6	24
total hours/week	78						
Coverage							

2. SG GENERAL RESPONSIBILITIES

- A. Project a law enforcement presence.
- B. Respond to any issues requiring law enforcement interaction.
- C. Remain alert for any disturbances or breaches in security.
- D. Routinely patrol the interior and exterior of facilities including stairwells, parking structures, elevators, and receiving dock areas.
- E. Conduct routine patrol every few hours on each facility floor.
- F. Follow applicable Sheriff's Office policy and procedures when responding to situations.
- G. Notify Solano County Dispatch via radio when a situation requires additional resources and/or to request a Deputy to write a crime report.

3. SG SPECIFIC REQUIREMENTS

- A. Certification and Experience: Have a valid guard registration card, licensed and issued by the California Department of Consumer Affairs' Bureau of Security, at all times during assignment and maintained throughout the term of the Contract, which shall be presented to the County upon request, and have adequate experience to perform assignments.
- B. Business and Professional Licenses: The Contractor and SG shall maintain all other business and professional licenses required by Federal, State and Local codes and provide copies upon request.
- C. Physical Qualifications: Maintain good physical condition in order to successfully perform the work assigned, including work requiring a moderate to arduous amount of physical exertion, under both normal and emergency conditions.
- D. Mental Qualifications: Be mentally alert, exercise good judgement, follow and implement instructions and assimilate specialized training into real life situations.
- E. Communications: Be proficient in the English language (able to read and write), write accurate and clear reports, understand and carry out oral and written directions, think and act quickly and effectively in emergencies, and monitor environmental and electronic security systems.
- F. Appearance: Display a clean, neat appearance and a courteous attitude. Wear a complete uniform that is cleaned, pressed and in good condition while on duty.
- G. Uniforms: Wear standard Contractor issued uniform and apparel. All uniforms and auxiliary equipment must be approved by the County. Any change in the uniform style or color shall be approved by the County. The uniform, apparel and auxiliary equipment shall be at the Contractor's expense.
- H. Equipment: Be equipped with communication equipment (two-way radios and/or cellular phones) to facilitate rapid communication with the County and with a patrol vehicle. Keep all equipment clean and in good working condition. The communication equipment will be provided by and maintained at the Contractor's expense.
- I. Vehicle: Be furnished with a vehicle that is marked with the Contractor's logo or security logo and has some form of security and flood lighting.
- J. Clearance: Submit to background investigations as requested by the County. The Contractor shall be responsible for the cost of conducting the background investigations.
- K. Post Requirements: Conform to the rules and regulations and perform such duties as may be agreed upon in writing between the County and the Contractor and set forth in the Post Orders. SG must at all times be familiar with specifications including but not limited to the following:
 - (1) Emergency telephone numbers;
 - (2) Emergency fire and fire alarm procedures;
 - (3) Emergency intrusion alarm procedures;
 - (4) Floor plans (location of alarms and alarmed doors);
 - (5) Medical emergencies;
 - (6) Elevator emergencies/malfunctions;
 - (7) Bomb threats;
 - (8) Earthquakes;
 - (9) Access control;
 - (10) Deliveries;
 - (11) Equipment removal policy and procedures;
 - (12) Building patrol procedures; and
 - (13) Life/safety systems.

- L. Reporting Requirements: Complete and submit the following documents to the County: all required security reports as directed by the County; all reports dealing with security, law violation, injury and other appropriate incidents; and a daily written report log. An example of the daily report log is provided in Exhibit A-1. Below is a partial list of situations and information that need to be reported to the County.

- (1) Identify any exterior or interior doors not properly secured and if the situation is suspicious, notify the appropriate law enforcement agency.
- (2) Identify any exterior doors with defective hardware that could jeopardize building security.
- (3) Any incidents affecting the safety and security of the building or its occupants.
- (4) All defective exterior or interior lights in public places.
- (5) All weapons found or located.
- (6) Any unusual circumstances, suspicious persons and any other problems encountered.
- (7) Electrical outages, broken pipes, smashed windows.
- (8) Emergency or criminal situations should be reported to the County by radio or telephone.

- M. Monthly Meetings: The County and/or the Contractor may request a monthly meeting to discuss the information contained in the reports and other information.

4. SG EXCLUSIONS

- A. Shall not give first aide treatment in his/her capacity as an employee or as a representative of the Contractor.
- B. Shall not have any responsibility for the operation of the County's business systems, equipment, machinery or processes (collectively "Operations"). This is not to be confused with monitoring of security systems which is within the scope of duties as provided in Post Orders.

5. SG PROHIBITED ACTIVITIES

The SG is prohibited from engaging in certain activities. The County will issue immediately a Contract remedy letter upon knowledge of a SG performing these activities. Below is a partial list of prohibited activities.

- (1) Listen to a radio or any other audio medium that is not job related.
- (2) Watch television.
- (3) Use electronic devices, e.g. cell phone, tablet, laptop, etc., for reasons unrelated to the job.
- (4) Use a telephone for reasons unrelated to the job.
- (5) Read materials unrelated to the job.
- (6) Leave an area of responsibility, unless for a security walk-through of the facilities.
- (7) Entertain personal visitors.
- (8) Be under the influence of illegal drugs or alcohol.
- (9) Be under the influence of prescribed medication which may impede job performance.
- (10) Sleep.

6. SG SUPERVISION, PERFORMANCE AND REPLACEMENT

- A. The Contractor shall be responsible for the supervision of its personnel.
- B. The County shall have final and conclusive determination in the event of a dispute regarding the performance level of an SG or Contractor employee.
- C. The County may reject or require the replacement of any SG who, in its sole judgement, does not meet requirements or demonstrates unsatisfactory job performance.

- D. The County may declare a SG permanently unqualified or it may permit the SG to perform after successfully completing additional training or meeting other specified conditions.
- E. The County may require a SG replacement for any myriad of reasons including but not limited to performance, termination, absence due to sickness, or emergency leave, etc.
- F. The Contractor shall provide a satisfactory SG replacement within no more than two hours from notice and at no additional cost and no interruption of service

7. COMMUNICATIONS

- A. The Contractor shall contact the County or County designee for any of the following occurrences. (Note: The County shall provide the Contractor's Account Manager with the contact information to facilitate this communication).
 - (1) Any major security/safety condition occurring in a facility at any of the locations. A condition that warrants communication includes: fire, felony crimes, threats, homicides, and/or any physical confrontation involving a SG.
 - (2) In the event a SG is arrested or becomes the focus of a criminal investigation.
 - (3) When complaints are made about the SG.
 - (4) Any criminal, observed safety, or observed health hazard occurs that could affect operations.

8. TRAINING

- A. The Contractor shall provide on-going training updates for all SG assigned. Training shall either meet or exceed the industry standards for SG and include any Department of Consumer Affairs required training prior to SG assignment under this Contract.
- B. The Contractor shall provide evidence of the following training:
 - (1) Training in security and emergency procedures, crowd control and crowd relations; and
 - (2) Training in the requirements specified in the Americans with Disabilities Act.

9. TECHNOLOGY

The Contractor shall implement the latest technology, HELIAUS, for operation under this Contract and within one month of Contract execution provide the County with skills and necessary for the County to implement this technology. Any future technological advances shall be implemented promptly.

10. PROPOSAL

The Contractor's proposal in response to the County's Request for Proposal for Unarmed Security Guard Services (RFP #990-926-20) issued October 30, 2019 is incorporated by this reference and made part of this Contract. Contractor shall be responsible for all duties included in its response not listed otherwise in this Exhibit.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. COST OF SERVICES

COST FOR SERVICES	
Description	Rate
SG Hourly Rate	\$25.50 / Hour
SG Overtime/Holiday Hourly Rate	\$38.25 / Hour
Vehicle rate (includes all operating expenses) Monthly	\$904.00 / Month

- A. The Contractor will only bill the County for overtime that is requested and approved by the County.
- B. There will be no additional cost associated with services provided under this Contract.

2. METHOD OF PAYMENT

- A. Upon submission of an invoice by the Contractor, and upon approval by the County's representative, the County shall pay the Contractor monthly in arrears for fees and expenses incurred the prior month, up to the maximum amount provided for on the Standard Contract. The Contractor shall provide the County with adequate documentation to support the monthly charges in invoice as directed below.

B. Invoice Format

The Contractor will submit an invoice that clearly provides a summary and the specific details. The summary shall identify the billing period, the location where services were provided, a brief description of the service provided, and the hours of service provided. Then invoice will also contain a second page that lists details for each day of service including the name of the SG providing service, the time in and time out, lunch period, summary of total hours worked that day including identification of any overtime or holiday hours worked. There may be additional information required on the invoice as deemed necessary by the County.

- C. The County prefers invoices be emailed to: SHFAccountsPayable@SolanoCounty.com

If email is unavailable invoices can be mailed to:

Solano County Sheriff's Office
Administration Division:
Attention: Accounts Payable
530 Union Avenue, Suite 100
Fairfield, California 94533

EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. CLOSING OUT

A. County will pay Contractor's final request for payment providing Contractor has paid all financial obligations undertaken pursuant to this Contract or any other contract and/or obligation that Contractor may have with the County. If Contractor has failed to pay any obligations outstanding, County will withhold from Contractor's final request for payment the amount of such outstanding financial obligations owed by Contractor. Contractor is responsible for County's receipt of a final request for payment 30 days after termination of this Contract.

B. A final undisputed invoice shall be submitted for payment no later than ninety (90) calendar days following the expiration or termination of this Contract, unless a later or alternate deadline is agreed to in writing by the County. The final invoice must be clearly marked "FINAL INVOICE", thus indicating that all payment obligations of the County under this Contract have ceased and that no further payments are due or outstanding.

C. The County may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written approval of an alternate final invoice submission deadline. Written County approval for an alternate final invoice submission deadline shall be sought from the County prior to the expiration or termination of this Contract.

2. TIME

Time is of the essence in all terms and conditions of this Contract.

3. TIME OF PERFORMANCE

Work will not begin, nor claims paid for services under this Contract until all Certificates of Insurance, business and professional licenses/certificates, IRS ID number, signed W-9 form, or other applicable licenses or certificates are on file with the County's Contract Manager.

4. TERMINATION

A. This Contract may be terminated by County or Contractor, at any time, with or without cause, upon 30 days' written notice from one to the other.

B. County may terminate this Contract immediately upon notice of Contractor's malfeasance.

C. Following termination, County will reimburse Contractor for all expenditures made in good faith that are unpaid at the time of termination not to exceed the maximum amount payable under this Contract unless Contractor is in default of this Contract.

5. SIGNATURE AUTHORITY

The parties executing this Contract certify that they have the proper authority to bind their respective entities to all terms and conditions set forth in this Contract.

6. REPRESENTATIONS

A. County relies upon Contractor's professional ability and training as a material inducement to enter into this Contract. Contractor represents that Contractor will perform the work according to generally accepted professional practices and standards and the requirements of applicable federal, state

and local laws. County's acceptance of Contractor's work shall not constitute a waiver or release of Contractor from professional responsibility.

B. Contractor further represents that Contractor possesses current valid appropriate licensure, including, but not limited to, driver's license, professional license, certificate of tax-exempt status, or permits, required to perform the work under this Contract.

7. INSURANCE

A. Without limiting Contractor's obligation to indemnify County, Contractor must procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work under this Contract and the results of that work by Contractor, Contractor's agents, representatives, employees or subcontractors.

B. Minimum Scope of Insurance
Coverage must be at least as broad as:

- (1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).
- (2) Insurance Services Office Form Number CA 00 01 covering Automobile Liability, Code 1 (any auto).
- (3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

C. Minimum Limits of Insurance
Contractor must maintain limits of no less than and may be satisfied by any combination of primary and excess/umbrella liability coverage.

- | | | |
|---|---|--|
| (1) General Liability:
(Including operations, products
and completed operations.) | \$5,000,000 | per occurrence for bodily injury, personal injury
and property damage. If Commercial General
Liability insurance or other form with a general
aggregate limit is used, either the general
aggregate limit shall apply separately to this
project/location or the general aggregate limit
shall be twice the required occurrence limit. |
| (2) Automobile Liability: | \$2,000,000 | per accident for bodily injury and property
damage. |
| (3) Workers' Compensation: | As required by the State of California. | |
| (4) Employer's Liability: | \$1,000,000 | per accident for bodily injury or disease. |

D. Additional Insurance Coverage
To the extent coverage is applicable to Contractor's services under this Contract, Contractor must maintain the following insurance coverage:

- | | | |
|-----------------------------|--------------------|--|
| (1) Cyber Liability: | \$1,000,000 | per incident with the aggregate limit twice the
required limit to cover the full replacement value
of damage to, alteration of, loss of, or
destruction of electronic data and/or information
property of the County that will be in the care,
custody or control of Contractor under this
Contract. |
| (2) Professional Liability: | \$2,000,000 | combined single limit per claim and in the
aggregate. The policy shall remain in full force
and effect for no less than 5 years following the
completion of work under this Contract. |

E. No representation is made that the minimums shown above are sufficient to cover the indemnity or other obligations of the Contractor under this Contract.

F. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. Approval shall not be unreasonably withheld upon the Contractor's demonstration of financial capacity to carry said deductibles and self-insured retentions. At the option of the County, the Contractor shall provide a financial guarantee of its parent company guaranteeing payment of losses and related investigations, claim administration and defense expenses that fall within the policy self-insured retentions and deductibles.

G. Other Insurance Provisions

(1) The general liability and automobile liability policies must contain, or be endorsed to contain, the following provisions:

(a) The County of Solano, its officers, officials, agents, employees, and volunteers must be included as additional insureds to the extent of the Contractor's indemnification obligation and up to the required insurance coverage amount. General Liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or both CG 20 10 and CG 20 37 if later ISO revisions are used or the equivalent) to Contractor's insurance policy, or as a separate owner's policy.

(b) For any claims related to work performed under this Contract, Contractor's insurance coverage must be primary insurance with respect to the County of Solano, its officers, officials, agents, employees, and volunteers. Any insurance maintained by County, its officers, officials, agents, employees, or volunteers is excess of Contractor's insurance and shall not contribute to it.

(2) If Contractor's services are technologically related, Professional Liability coverage shall include, but not be limited to claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to such obligations. The policy shall also include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the County in the care, custody, or control of the Contractor. If not covered under the Contractor's Professional Liability policy, such "property" coverage of the County may be endorsed onto the Contractor's Cyber Liability Policy.

(3) Should any of the above described policies be cancelled prior to the policies' expiration date, Contractor agrees that notice of cancellation will be delivered in accordance with the policy provisions.

H. Waiver of Subrogation

(1) Contractor agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

(2) The Workers' Compensation policy must be endorsed with a waiver of subrogation in favor of County for all work performed by Contractor, its employees, agents and subcontractors.

I. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII unless otherwise acceptable to County.

J. Verification of Coverage

(1) Contractor must furnish County with original certificates and endorsements effecting coverage required by this Contract.

(2) The endorsements should be on forms provided by County or, if on other than County's forms, must conform to County's requirements and be acceptable to County.

(3) County must receive and approve all certificates and endorsements before work commences.

(4) However, failure to provide the required certificates and endorsements shall not operate as a waiver of these insurance requirements.

(5) County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage described above at any time.

8. BEST EFFORTS

Contractor represents that Contractor will at all times faithfully, industriously and to the best of its ability, experience and talent, perform to County's reasonable satisfaction.

9. DEFAULT

A. If Contractor defaults in Contractor's performance, County shall promptly notify Contractor in writing. If Contractor fails to cure a default within 30 days after notification, or if the default requires more than 30 days to cure and Contractor fails to commence to cure the default within 30 days after notification, then Contractor's failure shall constitute cause for termination of this Contract.

B. If Contractor fails to cure default within the specified period of time, County may elect to cure the default and any expense incurred shall be payable by Contractor to County. The contract may be terminated at County's sole discretion.

C. If County serves Contractor with a notice of default and Contractor fails to cure the default, Contractor waives any further notice of termination of this Contract.

D. If this Contract is terminated because of Contractor's default, County shall be entitled to recover from Contractor all damages allowed by law.

10. INDEMNIFICATION

A. Contractor will indemnify, hold harmless and assume the defense of the County of Solano, its officers, employees, agents and elective and appointive boards from all claims, losses, damages, including property damages, personal injury, death and liability of every kind, directly or indirectly arising from Contractor's operations or from any persons directly or indirectly employed by, or acting as agent for, Contractor, except to extent caused by the negligence or willful misconduct of the County of Solano or County's agents. This indemnification shall extend to claims, losses, damages, injury and liability for injuries occurring after completion of Contractor's services, as well as during the progress of rendering such services.

B. Acceptance of insurance required by this Contract does not relieve Contractor from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by Contractor's operations regardless if any insurance is applicable or not; however, Contractor will not be liable for punitive damages or lost profits

11. INDEPENDENT CONTRACTOR

A. Contractor is an independent contractor and not an agent, officer or employee of County. The parties mutually understand that this Contract is between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

B. Contractor shall have no claim against County for employee rights or benefits including, but not limited to, seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, retirement benefits, Social Security, disability, Workers' Compensation, unemployment insurance benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.

C. Contractor is solely obligated to pay all applicable taxes, deductions and other obligations including, but not limited to, federal and state income taxes, withholding, Social Security, unemployment, disability insurance, Workers' Compensation and Medicare payments.

D. Contractor shall indemnify and hold County harmless from any liability which County may incur because of Contractor's failure to pay such obligations nor shall County be responsible for any employer-related costs not otherwise agreed to in advance between the County and Contractor.

E. As an independent contractor, Contractor is not subject to the direction and control of County except as to the final result contracted for under this Contract. County may not require Contractor to change Contractor's manner of doing business, but may require redirection of efforts to fulfill this Contract.

F. Contractor may provide services to others during the same period Contractor provides service to County under this Contract.

G. Any third persons employed by Contractor shall be under Contractor's exclusive direction, supervision and control. Contractor shall determine all conditions of employment including hours, wages, working conditions, discipline, hiring and discharging or any other condition of employment.

H. As an independent contractor, Contractor shall indemnify and hold County harmless from any claims that may be made against County based on any contention by a third party that an employer-employee relationship exists under this Contract.

I. Contractor, with full knowledge and understanding of the foregoing, freely, knowingly, willingly and voluntarily waives the right to assert any claim to any right or benefit or term or condition of employment insofar as they may be related to or arise from compensation paid hereunder.

12. RESPONSIBILITIES OF CONTRACTOR

A. The parties understand and agree that Contractor possesses the requisite skills necessary to perform the work under this Contract and County relies upon such skills. Contractor pledges to perform the work skillfully and professionally. County's acceptance of Contractor's work does not constitute a release of Contractor from professional responsibility.

B. Contractor verifies that Contractor has reviewed the scope of work to be performed under this Contract and agrees that in Contractor's professional judgment, the work can and shall be completed for costs within the maximum amount set forth in this Contract.

C. To fully comply with the terms and conditions of this Contract, Contractor shall:

(1) Establish and maintain a system of accounts for budgeted funds that complies with generally accepted accounting principles for government agencies;

(2) Document all costs by maintaining complete and accurate records of all financial transactions associated with this Contract, including, but not limited to, invoices and other official documentation that sufficiently support all charges under this Contract;

(3) Submit monthly reimbursement claims for expenditures that directly benefit Solano County;

(4) Be liable for repayment of any disallowed costs identified through quarterly reports, audits, monitoring or other sources; and

(5) Retain financial, programmatic, client data and other service records for 3 years from the date of the end of the contract award or for 3 years from the date of termination, whichever is later.

13. COMPLIANCE WITH LAW

A. Contractor shall comply with all federal, state and local laws and regulations applicable to Contractor's performance, including, but not limited to, licensing, employment and purchasing practices, wages, hours and conditions of employment.

B. To the extent federal funds are used in whole or in part to fund this Contract, Contractor specifically agrees to comply with Executive Order 11246 entitled "Equal Employment Opportunity", as amended and supplemented in Department of Labor regulations; the Copeland "Ant-Kickback" Act (18 U.S.C. §874) and its implementing regulations (29 C.F.R. part 3); the Clean Air Act (42 U.S.C. §7401 et seq.); the Clean Water Act (33 U.S.C. §1251); and the Energy Policy and Conservation Act (Pub. L. 94-165).

C. Contractor represents that it will comply with the applicable cost principles and administrative requirements including claims for payment or reimbursement by County as set forth in 2 C.F.R. part 200, as currently enacted or as may be amended throughout the term of this Contract.

14. CONFIDENTIALITY

A. Contractor shall prevent unauthorized disclosure of names and other client-identifying information, except for statistical information not identifying a particular client receiving services under this Contract.

B. Contractor shall not use client specific information for any purpose other than carrying out Contractor's obligations under this Contract.

C. Contractor shall promptly transmit to County all requests for disclosure of confidential information.

D. Except as otherwise permitted by this Contract or authorized by law, Contractor shall not disclose any confidential information to anyone other than the State of California without prior written authorization from County.

E. For purposes of this section, identity shall include, but not be limited to, name, identifying number, symbol or other client identifying particulars, such as fingerprints, voice print or photograph. Client shall include individuals receiving services pursuant to this Contract.

15. CONFLICT OF INTEREST

A. Contractor represents that Contractor and/or Contractor's employees and/or their immediate families and/or Board of Directors and/or officers have no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any interest, direct or indirect, including separate contracts for the work to be performed hereunder, which conflicts with the rendering of services under this Contract. Contractor shall employ or retain no such person while rendering services under this Contract. Services rendered by Contractor's associates or employees shall not relieve Contractor from personal responsibility under this clause.

B. Contractor has an affirmative duty to disclose to County in writing the name(s) of any person(s) who have an actual, potential or apparent conflict of interest.

16. DRUG FREE WORKPLACE

Contractor represents that Contractor is knowledgeable of Government Code section 8350 et seq., regarding a drug free workplace and shall abide by and implement its statutory requirements.

17. HEALTH AND SAFETY STANDARDS

Contractor shall abide by all health and safety standards set forth by the State of California and/or the County of Solano pursuant to the Injury and Illness Prevention Program. If applicable, Contractor must receive all health and safety information and training from County.

18. CHILD/ADULT ABUSE

If services pursuant to this Contract will be provided to children and/or elder adults, Contractor represents that Contractor is knowledgeable of the Child Abuse and Neglect Reporting Act (Penal Code section 11164 et seq.) and the Elder Abuse and Dependent Adult Civil Protection Act (Welfare and Institutions Code section 15600 et seq.) requiring reporting of suspected abuse.

19. INSPECTION

Authorized representatives of County, the State of California and/or the federal government may inspect and/or audit Contractor's performance, place of business and/or records pertaining to this Contract.

20. NONDISCRIMINATION

A. In rendering services under this Contract, Contractor shall comply with all applicable federal, state and local laws, rules and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, sexual orientation, or other protected status.

B. Further, Contractor shall not discriminate against its employees, which includes, but is not limited to, 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.

21. SUBCONTRACTOR AND ASSIGNMENT

A. Services under this Contract are deemed to be personal services.

B. Subject to any required state or federal approval, Contractor shall not subcontract any work under this Contract without the prior written consent of the County's Contract Manager nor assign this Contract or monies due without the prior written approval of the County's applicable Department Head or his or her designee and the County Administrator.

C. If County consents to the use of subcontractors, Contractor shall require and verify that its subcontractors maintain insurance meeting all the requirements stated in Section 7 above.

D. Assignment by Contractor of any monies due shall not constitute an assignment of the Contract.

22. UNFORESEEN CIRCUMSTANCES

Contractor is not responsible for any delay caused by natural disaster, war, civil disturbance, labor dispute or other cause beyond Contractor's reasonable control, provided Contractor gives written notice to County of the cause of the delay within 10 days of the start of the delay.

23. OWNERSHIP OF DOCUMENTS

A. County shall be the owner of and shall be entitled to possession of any computations, plans, correspondence or other pertinent data and information gathered by or computed by Contractor prior to termination of this Contract by County or upon completion of the work pursuant to this Contract.

B. No material prepared in connection with the project shall be subject to copyright in the United States or in any other country.

24. NOTICE

A. Any notice necessary to the performance of this Contract shall be given in writing by personal delivery or by prepaid first-class mail addressed as stated on the first page of this Contract.

B. If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail, notice is effective as of the day following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

25. NONRENEWAL

Contractor acknowledges that there is no guarantee that County will renew Contractor's services under a new contract following expiration or termination of this Contract. Contractor waives all rights to notice of non-renewal of Contractor's services.

26. COUNTY'S OBLIGATION SUBJECT TO AVAILABILITY OF FUNDS

A. The County's obligation under this Contract is subject to the availability of authorized funds. The County may terminate the Contract, or any part of the Contract work, without prejudice to any right or remedy of the County, for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced or limited in any way prior to the expiration date set forth in this Contract, or any subsequent amendment, the County may, upon written Notice to the Contractor, terminate this Contract in whole or in part.

B. Payment shall not exceed the amount allowable for appropriation by the Board of Supervisors. If the Contract is terminated for non-appropriation of funds:

i. The County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and

ii. The Contractor shall be released from any obligation to provide further services pursuant to this Contract that are affected by the termination.

C. Funding for this Contract beyond the current appropriation year is conditional upon appropriation by the Board of Supervisors of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, this Contract will terminate at the close of the current appropriation year.

D. This Contract is void and unenforceable if all or parts of federal or state funds applicable to this Contract are not available to County. If applicable funding is reduced, County may either:

- (1) Cancel this Contract; or,
- (2) Offer a contract amendment reflecting the reduced funding.

27. CHANGES AND AMENDMENTS

A. County may request changes in Contractor's scope of services. Any mutually agreed upon changes, including any increase or decrease in the amount of Contractor's compensation, shall be effective when incorporated in written amendments to this Contract.

B. The party desiring the revision shall request amendments to the terms and conditions of this Contract in writing. Any adjustment to this Contract shall be effective only upon the parties' mutual execution of an amendment in writing.

C. No verbal agreements or conversations prior to execution of this Contract or requested amendment shall affect or modify any of the terms or conditions of this Contract unless reduced to writing according to the applicable provisions of this Contract.

28. CHOICE OF LAW

The parties have executed and delivered this Contract in the County of Solano, State of California. The laws of the State of California shall govern the validity, enforceability or interpretation of this Contract. Solano County shall be the venue for any action or proceeding, in law or equity that may be brought in connection with this Contract.

29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

Contractor represents that it is knowledgeable of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations issued by the U.S. Department of Health and Human Services (45 C.F.R. parts 160-64) regarding the protection of health information obtained, created, or exchanged as a result of this Contract and shall abide by and implement its statutory requirements.

30. WAIVER

Any failure of a party to assert any right under this Contract shall not constitute a waiver or a termination of that right, under this Contract or any of its provisions.

31. CONFLICTS IN THE CONTRACT DOCUMENTS

The Contract documents are intended to be complementary and interpreted in harmony so as to avoid conflict. In the event of conflict in the Contract documents, the parties agree that the document providing the highest quality and level of service to the County shall supersede any inconsistent term in these documents.

32. FAITH BASED ORGANIZATIONS

A. Contractor agrees and acknowledges that County may make funds available for programs or services affiliated with religious organizations under the following conditions: (a) the funds are made available on an equal basis as for programs or services affiliated with non-religious organizations; (b) the program funded does not have the substantial effect of supporting religious activities; (c) the funding is indirect, remote, or incidental to the religious purpose of the organization; and (d) the organization complies with the terms and conditions of this Contract.

B. Contractor agrees and acknowledges that County may not make funds available for programs or services affiliated with a religious organization (a) that has denied or continues to deny access to services on the basis of any protected class; (b) will use the funds for a religious purpose; (c) will use the funds for a program or service that subjects its participants to religious education.

C. Contractor agrees and acknowledges that all recipients of funding from County must: (a) comply with all legal requirements and restrictions imposed upon government-funded activities set forth in Article IX, section 8 and Article XVI, section 5 of the California Constitution and in the First Amendment to the United States Constitution; and (b) segregate such funding from all funding used for religious purposes.

33. PRICING

Should Contractor, at any time during the term of this Contract, provide the same goods or services under similar quantity, terms and conditions to one or more counties in the State of California at prices below those set forth in this Contract, then the parties agree to amend this Contract so that such lower prices shall be extended immediately to County for all future services.

34. USE OF PROVISIONS, TERMS, CONDITIONS AND PRICING BY OTHER PUBLIC AGENCIES

Contractor and County agree that the terms of this Contract may be extended to any other public agency located in the State of California, as provided for in this section. Another public agency wishing to use the provisions, terms, and pricing of this Contract to contract for equipment and services comparable to that described in this Contract shall be responsible for entering into its own contract with Contractor, as well as providing for its own payment provisions, making all payments, and obtaining any certificates of insurance and bonds that may be required. County is not responsible for providing to any other public agency any documentation relating this Contract or its implementation. Any public agency that uses provisions, terms, or pricing of this Contract shall by virtue of doing so be deemed to indemnify and hold harmless County from all claims, demands, or causes of actions of every kind arising directly or indirectly with the use of this Contract. County makes no guarantee of usage by other users of this Contract nor shall the County incur any financial responsibility in connection with any contracts entered into by another public agency. Such other public agency shall accept sole responsibility for placing orders and making payments to Contractor.

35. DISBARMENT OR SUSPENSION OF CONTRACTOR

A. Contractor represents that its officers, directors and employees (i) are not currently excluded, debarred, or otherwise ineligible to participate in a federally funded program; (ii) have not been convicted of a criminal offense related to the provision of federally funded items or services nor has been previously excluded, debarred, or otherwise declared ineligible to participate in any federally funded programs, and (iii) are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in Contractor being excluded from participation in federally funded programs.

B. For purposes of this Contract, federally funded programs include any federal health program as defined in 42 USC § 1320a-7b(f) (the "Federal Healthcare Programs") or any state healthcare programs.

C. This representation and warranty shall be an ongoing representation and warranty during the term of this Contract and Contractor must immediately notify the County of any change in the status of the representation and warranty set forth in this section.

D. If services pursuant to this Contract involve federally-funded programs, Contractor agrees to provide certification of non-suspension with submission of each invoice. Failure to submit certification with invoices will result in a delay in County processing Contractor's payment.

36. EXECUTION IN COUNTERPARTS

This Contract may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument, it being understood that all parties need not sign the same counterpart. In the event that any signature is delivered by facsimile or electronic transmission (e.g., by e-mail delivery of a ".pdf" format data file), such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or electronic signature page were an original signature.

37. LOCAL EMPLOYMENT POLICY

Solano County desires, whenever possible, to hire qualified local residents to work on County projects. A local resident is defined as a person who resides in, or a business that is located in, Solano County. The County encourages an active outreach program on the part of its contractors, consultants and agents. When local projects require subcontractors, Contractor shall solicit proposals for qualified local residents where possible.

38. ENTIRE CONTRACT

This Contract, including any exhibits referenced, constitutes the entire agreement between the parties and there are no inducements, promises, terms, conditions or obligations made or entered into by County or Contractor other than those contained in it.

39. CLOSING OUT

A. County will pay Contractor's final request for payment providing Contractor has paid all financial obligations undertaken pursuant to this Contract or any other contract and/or obligation that Contractor may have with the County. If Contractor has failed to pay all obligations outstanding, County will withhold from Contractor's final request for payment the amount of such outstanding financial obligations owed by Contractor. Contractor is responsible for County's receipt of a final request for payment 30 days after termination of this Contract.

B. A final undisputed invoice shall be submitted for payment no later than ninety (90) calendar days following the expiration or termination of this Contract, unless a later or alternate deadline is agreed to in writing by the County. The final invoice must be clearly marked "FINAL INVOICE", thus indicating that all payment obligations of the County under this Contract have ceased and that no further payments are due or outstanding.

C. The County may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written approval of an alternate final invoice submission deadline. Written County approval shall be sought from the County prior to the expiration or termination of this Contract.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. CONTRACT EXTENSION

Notwithstanding Sections 2 and 3 of the Standard Contract, and unless terminated by either party prior to June 30, 2023 this Contract shall be automatically extended from July 1, 2023 through September 30, 2023 to allow for continuation of services and sufficient time to complete a novation or renewal contract. In the event that this Contract is extended, compensation for the extension period shall not exceed the maximum Contract amount.

2. INSURANCE

A. Exhibit C, Section 7, Insurance, Coverage is amended to reflect the addition of the following insurance requirement: Contractors must procure and maintain for the duration of the Contract a Crime Insurance Policy to include employee theft, with a limit of no less than \$100,000.

3. BACKGROUND CLEARANCE AND GOOD STANDING

A. Background Clearance

(1) Contractor represents that its employees have been fingerprinted and have no criminal convictions for serious and/or violent felonies as defined by Penal Code sections 1192.7 and 667.5 respectively, or misdemeanors involving violence.

(2) Contractor's employees shall complete and pass a Sheriff's Office Level 1 background clearance at the Contractor's expense which includes a Live Scan at the Sheriff's Office located at 530 Union Avenue, Suite 100, Fairfield, California, with the County and Contractor named as recipients of any updates.

B. County reserves the right to deny access to any of Contractor's employees if that employee fails the background check. Only Contractor's employees who have successfully passed a background check will be allowed to work on County property occupied by the Sheriff's Office.

C. Denying access to a Contractor's employee if employee has failed the background check or has ever been convicted, pled guilty or nolo contendere to or has been charged a felony, any other applicable standard or presents a security risk, will not constitute a material breach of the Contract by the County. Contractor agrees to replace any employee denied access with a new employee.

D. County may set additional applicable standards relating to moral turpitude that may prohibit a Contractor's employee entrance or access to County incarceration facilities or inmates.

E. County shall have the right to search any of Contractor's employees entering or on County grounds to assure that the Contractor's employees will not constitute a security risk to County's incarceration or law enforcement facilities or inmates. County reserves the right to conduct a search at any time without prior notice.

4. IMPROPER USE OF COUNTY FACILITY AND EQUIPMENT

Without the express written consent of the County, Contractor shall not use County facilities and equipment for a purpose outside the scope of this Contract.