



TEMPORARY SECURITY PROFESSIONAL SERVICE AGREEMENT

THIS AGREEMENT, made this --2nd-- day of November-----, 2023-, by and between Universal Protection Service, LP or LLC d/b/a Allied Universal Security Services (hereinafter "Allied Universal"), <Insert address of local Allied 134 Lystra Suite A, Santa Rosa Ca-95403 Universal office managing account> with its principal place of business at Eight Tower Bridge, 161 Washington Street, Suite 600, Conshohocken, PA 19428, and County of Lake, Behavioral Health Services FULL LEGAL NAME OF CLIENT (hereinafter "Client"), <P.O. Box 1024, Lucerne, CA-95458 Client's address>, is for temporary security officer services for Client's location(s) as set forth in Exhibit A- In consideration of the mutual covenants herein and for other good and valuable consideration set forth below, the sufficiency of which is hereby acknowledged, Allied Universal and Client agree as follows: The term of this Agreement is for the period beginning on Thursday 11/2-----, 2023+- and ending on the earlier of END OF PROJECT-----, 2023+-, the date of execution of a permanent agreement or on such earlier date as terminated by either party for any reason upon INSERT EITHER NUMBER OF HOURS OR DAYS-written notice.

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By signing below by their duly authorized representatives, Client and Allied Universal agree to be legally bound to the Agreement and Exhibit attached hereto, which form a binding and enforceable part of this Agreement as of the day and year first written above ("Commencement Date").

CLIENT:
By:
Name:
Title:
Address for Notices:
Fax:

UNIVERSAL PROTECTION SERVICE, LP or LLC d/b/a
Allied Universal Security Services
By:
Name: Michael T Kinane
Title: Branch Manager
Address for Notices:
Eight Tower Bridge, 161 Washington Street, Suite 600, Conshohocken, PA 19428
Email: Michael.Kinane@aus.com Fax:

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GENERAL TERMS AND CONDITIONS

A. Scope of Services

- 1. The purpose of any inspection of the premises at Client's location by Allied Universal is solely to assist Client with its loss control program. The safe maintenance of those premises and operations and equipment on those premises, and the avoidance of unsafe conditions and practices, is the responsibility of Client.
2. Allied Universal shall provide security professional services (the "Services") in the amount and for the times and rates set forth in Exhibit A attached hereto and incorporated herein. Allied Universal does not warrant or guarantee that the Services constitute complete security at Client's location so as to prevent any incident, loss, theft, damage or injury (including death). Client agrees that Allied Universal has not been engaged as a security consultant with respect to its location. Allied Universal does agree to provide the Services in a professional and diligent manner.
3. Notwithstanding anything to the contrary provided herein or in any other direction (oral or written), Allied Universal and Client agree that in no event shall Allied Universal employees be required to undertake any duty which could potentially expose themselves to unreasonable risk or harm.
4. Allied Universal personnel will have no responsibility to engage with any persons regarding COVID-19 or health or employment concerns. Notwithstanding anything to the contrary, the parties understand and agree that Allied Universal's personnel are not health care professionals and are not expected to respond or act in the same manner or capacity as such.

B. Personnel

- 1. Allied Universal is responsible for the hiring, training and supervision of all security professionals assigned to Client's location. Should Client direct or supervise security professionals, or alter or change the direction or supervision given to the security professionals at its location by Allied Universal, Client will be responsible for any damages, liabilities, claims or other consequences that may result.

- Client will provide any specialized training necessary for Allied Universal to perform the Services. Client will inform Allied Universal in writing of all risks inherent in performing the Services.
2. Client acknowledges that Allied Universal has spent considerable time and expense in recruiting and training its employees. As such, Client agrees that it will not employ, as a security professional or in any related capacity, directly or indirectly, including employment through a successor security contractor, any person who has been employed by Allied Universal in a supervisory capacity and assigned to Client's location for a period of one hundred and eighty (180) days following the last date of that person's employment with Allied Universal. In the event of a breach of this provision by Client, Client shall pay Allied Universal the average weekly billing for such employee for four (4) months as liquidated damages together with all legal fees, costs and disbursements arising from the breach of this provision.
3. Allied Universal shall provide uniforms for all assigned personnel. Allied Universal's personnel will not be required to carry weapons of any kind, unless otherwise expressly set forth herein.
4. Security professionals assigned to Client's location are employees of Allied Universal, which is acting as an independent contractor.
5. Client shall protect, defend, hold harmless and indemnify Allied Universal, its respective successors and assigns, and its directors, officers and employees from and against all claims, actions, liabilities, damages, losses, costs and expenses (including reasonable attorney's fees) (the "Losses") asserted against Allied Universal arising out of incidents or occurrences taking place or arising at Client's location.

C. Billing

- 1. Client shall pay in full the amount of all invoices submitted to Client within seven (107) days of the invoice date. Allied Universal will invoice Client on a weekly basis for all hours scheduled for the preceding weekly period (starting on Friday and ending the following Thursday) at the rates set forth in Exhibit A (the "Billing Rates") and

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any associated costs and will be deemed to accept all invoices submitted. ~~OR DELETE THE PRECEDING TWO SENTENCES AND USE THE FOLLOWING FOR ADVANCE BILLING:~~ Allied Universal will invoice Client on a weekly basis for all hours set forth in Exhibit A that are scheduled for the weekly period prior to the invoice date (starting on Friday and ending Thursday) at the rates set forth in Exhibit A (the "Billing Rates") and including any associated costs. Should Allied Universal have additional costs not reflected on the invoice (e.g. additional hours), Allied Universal will include those costs in the following invoice or a separate invoice. Client will be deemed to accept all invoices submitted and shall pay in full the amount of all invoices submitted to Client within seven (7) days of the invoice date.

2. The Billing Rates do not include the direct bill items ("Direct Bill Item(s)") identified in Exhibit A, which shall be invoiced and paid by Client to Allied Universal in accordance with the payment terms above. Notwithstanding anything contained herein to the contrary, Allied Universal may pass through any increase in any and all of the costs of any and all Direct Bill Items when incurred or accrued, and Client shall reimburse Allied Universal for such costs. Unless otherwise expressly stated herein, Allied Universal's fees and charges do not include any sales, use, excise or similar taxes, levies or duties ("Taxes"). Client is responsible for paying for all such Taxes in respect of Allied Universal's Services and amounts payable by Client hereunder. If Allied Universal has the legal obligation to pay or collect Taxes for which Client is responsible under this section, the appropriate amount shall be promptly paid by Client to Allied Universal unless Client provides Allied Universal with either a valid and current tax exemption certificate or direct pay certificate, authorized by the appropriate taxing authority.

3. Client agrees to pay Allied Universal one and one-half percent (1.5 %) per month interest or such maximum amount as permitted by law, whichever is less, on any invoice not paid within ten (10) days of invoice date. In the event that legal action is required to collect on any past-due invoiced amount owed to Allied Universal by Client under this Agreement, Client agrees to pay to Allied Universal the costs and attorney fees incurred by Allied Universal in such action.

D. Property

1. Client recognizes and acknowledges that in performing its duties under this Agreement, Allied Universal may install and utilize proprietary software (hereinafter "Proprietary Software"), a valuable, special and unique asset of Allied Universal and/or third parties. This Proprietary Software is and will remain the sole and exclusive property of Allied Universal and/or those applicable third parties.

2. Furthermore, any other property, equipment or supplies furnished by Allied Universal to its personnel in performance of the Services described in this Agreement shall remain the property of Allied Universal and shall be returned to Allied Universal promptly at the expiration or termination of this Agreement.

E. Insurance

1. Allied Universal shall maintain and provide, at its expense, Workers' Compensation coverage for its security professionals and personnel assigned to Client's location at limits imposed by statute, including Employer Liability coverage.

2. Allied Universal shall maintain for its own protection and benefit various other policies of insurance including Comprehensive General Liability coverage for its performance of the Services at Client's location, among others.

3. Additionally, Allied Universal shall maintain Automobile Liability insurance to cover its employees' operation of Allied Universal's owned, leased and non-owned vehicles. However, to the extent that Client requires Allied Universal professionals and personnel to drive Client's vehicles in performance of the Services, Client agrees to carry Automobile Liability insurance for those vehicles with bodily injury and property damage limits of One Million Dollars (\$1,000,000.00) aggregate. Such insurance will be primary for any loss or damage

occurring for Client vehicles operated by Allied Universal professionals or personnel in performance of the Services.

4. Client agrees that Allied Universal is not an insurer of Client's operations, personnel or facilities. Client assumes all risk of loss, physical damage and personal injury at its operations, to its personnel and/or assets or any other property resulting from fire, theft, exposure to any pathogen, germ, contagion, bacteria, or virus (including the coronavirus and spread of COVID-19), or other casualty, and Client waives any right of recovery and its insurers' right of subrogation against Allied Universal for any loss or damage resulting from any such occurrence. It is understood and agreed between Allied Universal and Client, that the rates being paid to Allied Universal for Services are not related to the value of any personal or real property or anticipated revenue. Amounts being charged by Allied Universal are insufficient to guarantee that the Services supplied will avert or prevent any occurrences, losses, claims or causes of action.

5. Allied Universal shall not be liable for any Losses arising out of the performance of the Services.

6. The number of Allied Universal uniformed security professionals present at Client's property and the scope of the Services has been determined by Client who, to the fullest extent permitted under law, agrees to defend, indemnify, and hold Allied Universal harmless and hereby waives any claim for damages resulting or connected in any way to the Services and resulting in loss or harm to Client or others. Should Client direct or supervise Allied Universal security professionals, or alter or change the direction or supervision given to the Allied Universal security professionals, or require Allied Universal security professionals to use force, Client will be responsible and indemnify Allied Universal for any damages, liabilities, claims or other consequences that may result.

7. Notwithstanding anything contained in this Agreement to the contrary, should Allied Universal be found liable for any Losses hereunder for any reason, the sole and exclusive remedy of Client in any situation, whether in contract or tort, or otherwise, shall be limited to Client's actual and direct damages, and shall in no event exceed the amounts invoiced over the previous twelve (12) month period and paid by Client to Allied Universal, exceed Client's apportioned liability, or Five Thousand Dollars (\$5,000), whichever is less, such amounts to be inclusive of any defense costs.

8. Under no circumstances will Allied Universal be liable to Client, or any other person or entity, for consequential, incidental, indirect or punitive damages, or for lost profits, or for any claims (whether or not insurable) arising out of or in any way related to communicable diseases, such as COVID-19.

F. Miscellaneous

1. This Agreement, including any exhibits and addenda, represents the entire agreement and understanding of the parties concerning the subject matter herein and replaces any and all previous agreements, understandings, representations, discussions or offers. No modification to this Agreement shall be effective unless reduced to writing and executed by both parties.

2. A written waiver by either party of any of the terms or conditions of this Agreement at any time shall not be deemed or construed to be a waiver of such term or condition for the future or of any subsequent breach of the Agreement. The failure to enforce a particular provision of this Agreement shall not constitute a waiver of such provision or otherwise prejudice Allied Universal's right to enforce such provision at a later time.

3. This Agreement is entered into solely for the mutual benefit of the parties hereto and no benefits, rights, duties or obligations are intended or created by this Agreement as to any third parties.

4. This Agreement and all matters collateral hereto shall be governed by the laws of the state wherein the Services are to be provided, without reference to its choice of law provisions.

5. If any of the terms or provisions of this Agreement are ruled to be invalid or inoperative, all the remaining terms and provisions shall

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remain in full force and effect.

6. Allied Universal shall not be responsible for additional expenses and costs incurred by it to provide Services pursuant to this Agreement as a result of unusual circumstances including, but not limited to, strikes, riots, revolutions, wars, active shooter events, military actions, fires, floods, droughts, natural disasters, pandemics, snow storms, blizzards or other inclement weather, accidents, insurrections, lockouts or other acts of God, perils of the sea, stoppage of labor, or other events considered as "Force Majeure", or by any other unavoidable cause beyond Allied Universal's reasonable control. All such additional expenses shall be the responsibility of Client as an additional charge invoiced and paid by Client as it is incurred, pursuant to the terms of the Billing section set forth above. Additionally, to the extent that Allied Universal is unable to perform, or is delayed in performing, the Services set forth in this Agreement, such nonperformance or delayed performance is not a breach of this Agreement nor cause for termination of this Agreement.

7. Either party may assign this Agreement to an Affiliate with no change in ultimate ownership or control. "Affiliate" shall mean an entity controlling, controlled by or under common control with the party. Except as permitted in this section, Client may not assign, delegate or subcontract this Agreement without the prior written consent of Allied Universal. Notwithstanding the foregoing, in the event Client assigns this Agreement, it shall remain liable obligations incurred hereunder prior to and after such assignment.

8. Any notice required or permitted hereunder shall be in writing and shall be delivered either in person, by nationally recognized overnight delivery service or by certified or registered mail, postage prepaid, addressed to the parties at the address shown in the opening paragraph (or as may be directed by a party in the future by written notice).

9. Some or all of the physical security guard services identified in this Agreement could be designated as a Qualified Anti-terrorism Technology ("QATT") under the Support Anti-terrorism by Effective Technologies (SAFETY™) Act of 2002, 6 U.S.C. §§ 441-444, as amended. Where this QATT has been deployed in defense against, response or recovery from an act of terrorism, as that latter term is defined under the SAFETY Act (as herein defined), Allied Universal and Client agree to waive all claims against each other, including their professionals, directors, agents or other representatives, arising out of the manufacture, sale, use or operation of the QATT, and further agree that each is responsible for losses, including business interruption losses, that it sustains, or for losses sustained by its own employees resulting from an activity arising out of such act of terrorism. This provision shall apply throughout the term of this Agreement, regardless of whether Allied Universal should cease to have SAFETY Act coverage for these Services for any reason.

10. The following provisions shall survive expiration or termination of this agreement for any reason: A; B.1; B.2; B.4; B.5; C; D; E.4; E.5; E.6; F.

The parties hereto, intending to be legally bound hereby, enter into this Agreement by their duly authorized representative as of the day and year first written above.

UNIVERSAL PROTECTION SERVICE, LP OR LLC

By: _____
Name:
Title:
Date:

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County of Lake, Behavioral Health Services ~~INSERT CLIENT'S LEGAL NAME~~

By: _____
Name:
Title:
Date:



EXHIBIT "A"
to Agreement Between
Allied Universal
and

County of Lake, Behavioral Health Services

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Allied Universal
134 Lystra Ct, Suite A-[Branch Address]

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Santa Rosa CA, 95403
 707-575-6909

[Branch Telephone]
 [Branch Fax & Email]

<u>Location</u>	<u>Type of Service</u> (e.g. "Armed Security Professional")	<u>Schedule of Coverage</u>	<u>Hours</u>	<u>Bill Rate</u>
1. <u>1111 Whalen Way</u>	<u>UA Security Professional</u>	<u>M-Sun</u> <u>7 Days Per Week</u> <u>1600-0800</u>	<u>112 Hours Per Week</u>	<u>\$45 per hour</u>
2.				
3.				

RATE COMPOSITION: Fill out the Items Below as applicable. Update the Highlighted fields and remove the items that are not part of the deal (e.g. certain direct bill items if they are not being provided).

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Direct Bill Items:

Direct Bill Items will be billed as incurred with a 5% administrative markup unless otherwise stated.

- ~~Holidays as noted below~~
- ~~Overtime will be directly billed at 1.5 times the Bill Rate.~~
- ~~One laptop and two smart phones at an estimated cost of _____ per week.~~
- ~~Lease of Patrol Vehicle at an estimated cost of _____ per week.~~

In terms of estimates around Direct Bill items instead of providing "Background Check Cost - \$ _____" we recommend indicating "Estimated Background Check Cost _____"

Additional Notes:

- ~~Mutually agreed upon merit increases will result in a Bill Rate Increase~~
- ~~Any "Annual Costs" are estimates.~~

* Requested Overtime: With requests for a specific individual to work more than their Overtime Limit for any special reason, regardless of the notice provided and provided that the individual is able to accommodate, only the overtime impact for that individual will be billed. An individual's Overtime Limit may be a weekly (e.g. 40 hours) or daily limit (e.g. 8 hours) depending on the location. Example, in a location where 40 hours per week is the Overtime Limit: "We need Officer Smith to stay two extra hours at the end of his shift to help with a special project." The additional two

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hours will only be billed at the overtime rate if those hours exceed the Overtime Limit of 40 hours per week.

ADDITIONAL BILLING TERMS:

1. EXTRA SERVICE REQUESTS. Additional service requests will be billed at the supplemental deployment rate which shall not be less than the overtime bill rate. The supplemental deployment rate for such additional services will continue to apply until this Agreement is amended in writing to provide for the increase in base hours.
2. Holidays worked will be billed at 1.5 times the Bill Rate. Holidays include: New Year's Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, or as otherwise determined by mutual agreement of the parties, or by applicable collective bargaining agreement.
3. Allied Universal shall be compensated for all time including preparation, travel to/from, and actual time spent in any court of law, judicial, quasi-judicial or other proceeding, mediation, deposition, arbitration to which Universal is subpoenaed or agrees to appear, arising out of, or relating to, this Agreement at the rate of: \$125.00 per hour, for director or manager and \$65.00 per hour for all other employees in addition to reasonable costs and expenses incurred. This paragraph will survive the termination of this agreement.

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ESTIMATED SECURITY COSTS

**Lake County Temporary Emergency Shelter
1111 Whalen Way, Lakeport CA. 95453**

Budget Projection: Weekly/Daily

Officer	Hours	Wage*	Rate	Holiday/OT	Subtotal
Security Professional	112		\$ 45.00	na	\$ 5,040.00
Supervisor	0	\$ -	\$ -	\$ -	\$ -
Direct Bill Items				\$ -	\$ -
Vehicle Weekly	0		\$ -		\$ -
Weekly Average Fuel	0		\$ -		\$ -
Phone Weekly	0		\$ -		\$ -
Weekly Average	112				\$ 5,040.00
Daily Average					\$ 720.00

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