

Administering Agency: Nevada County Purchasing Division

Contract No. _____

Contract Description: Countywide Security Services

PROFESSIONAL SERVICES CONTRACT

THIS PROFESSIONAL SERVICES CONTRACT ("Contract") is made at Nevada City, California, as of August 24, 2021, by and between the County of Nevada, ("County"), and Pride Asset Protection. Inc. ("Contractor") (County and Contractor may be referred to herein individually as "Party," and collectively as the "Parties"), who agree as follows:

1. **Services** Subject to the terms and conditions set forth in this Contract, Contractor shall provide the services described in Exhibit A. Contractor shall provide said services at the time, place, and in the manner specified in Exhibit A.
2. **Payment** County shall pay Contractor for services rendered pursuant to this Contract at the time and in the amount set forth in Exhibit B. The payments specified in Exhibit B shall be the only payment made to Contractor for services rendered pursuant to this Contract. Contractor shall submit all billings for said services to County in the manner specified in Exhibit B; or, if no manner be specified in Exhibit B, then according to the usual and customary procedures which Contractor uses for billing clients similar to County. **The amount of the contract shall not exceed Two Hundred Thirty Thousand Dollars (\$230,000).**
3. **Term** This Contract shall commence on, September 1, 2021. All services required to be provided by this Contract shall be completed and ready for acceptance no later than the **Contract Termination Date** of: June 30, 2022. The County may choose to renew this agreement for four (4) additional one (1) year terms beginning July 1, 2022 and July 1 of each year thereafter (subject to County request and review).
4. **Facilities, Equipment and Other Materials** Contractor shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Contract.
5. **Exhibits** All exhibits referred to herein and attached hereto are incorporated herein by this reference.
6. **Electronic Signatures** The parties acknowledge and agree that this Contract may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed or emailed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.
7. **Time for Performance** Time is of the essence. Failure of Contractor to perform any services within the time limits set forth in Exhibit A, or elsewhere in this Contract, shall constitute material breach of this contract. Contractor shall devote such time to the performance of services pursuant to this Contract as may be reasonably necessary for the satisfactory performance of Contractor's obligations pursuant to this Contract. Neither party shall be considered in default of this Contract to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

8. **Liquidated Damages**

Liquidated Damages are presented as an estimate of an intangible loss to the County. It is a provision that allows for the payment of a specified sum should Contractor be in breach of contract. Liquidated Damages ☒shall apply ☐shall not apply to this contract. Liquidated Damages applicable to this contract are incorporated in Exhibit E, attached hereto.

9. **Relationship of Parties**

9.1. **Independent Contractor**

In providing services herein, Contractor, and the agents and employees thereof, shall work in an independent capacity and as an independent contractor and not as agents or employees of County. Contractor acknowledges that it customarily engages independently in the trade, occupation, or business as that involved in the work required herein. Further, the Parties agree that Contractor shall perform the work required herein free from the control and direction of County, and that the nature of the work is outside the usual course of the County's business. In performing the work required herein, Contractor shall not be entitled to any employment benefits, Workers' Compensation, or other programs afforded to County employees. Contractor shall hold County harmless and indemnify County against such claim by its agents or employees. County makes no representation as to the effect of this independent contractor relationship on Contractor's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and Contractor specifically assumes the responsibility for making such determination. Contractor shall be responsible for all reports and obligations including but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation and other applicable federal and state taxes.

- 9.2. **No Agent Authority** Contractor shall have no power to incur any debt, obligation, or liability on behalf of County or otherwise to act on behalf of County as an agent. Neither County nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Contract. Contractor shall not represent that it is, or that any of its agents or employees are, in any manner employees of the County.

Indemnification of CalPERS Determination In the event that Contractor or any employee, agent, or subcontractor of Contractor providing service under this Contract or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the County, Contractor shall indemnify, defend, and hold harmless County for all payments on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

10. **Assignment and Subcontracting** Except as specifically provided herein, the rights, responsibilities, duties and Services to be performed under this Contract are personal to the Contractor and may not be transferred, subcontracted, or assigned without the prior written consent of County. Contractor shall not substitute or replace any personnel for those specifically named herein or in its proposal without the prior written consent of County.

Contractor shall cause and require each transferee, subcontractor, and assignee to comply with the insurance provisions set forth herein, to the extent such insurance provisions are required of Contractor under this Contract. Failure of Contractor to so cause and require such compliance by each transferee, subcontractor, and assignee shall constitute a Material Breach of this Contract, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

11. **Licenses, Permits, Etc.** Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, obtain or keep in effect at all times during the term of this Contract, any licenses, permits, and approvals which are legally required for Contractor to practice its profession at the time the services are performed.
12. **Hold Harmless and Indemnification Contract** To the fullest extent permitted by law, each Party (the "Indemnifying Party") hereby agrees to protect, defend, indemnify, and hold the other Party (the "Indemnified Party"), its officers, agents, employees, and volunteers, free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character resulting from the Indemnifying Party's negligent act, willful misconduct, or error or omission, including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by the Indemnified Party arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the Indemnified Party) and without limitation, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the Contract. The Indemnifying Party agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the Indemnifying Party, using legal counsel approved in writing by Indemnified Party. Indemnifying Party also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against either Party or to enlarge in any way either Party's liability but is intended solely to provide for indemnification of the Indemnified Party from liability for damages, or injuries to third persons or property, arising from or in connection with Indemnifying Party's performance pursuant to this Contract. This obligation is independent of, and shall not in any way be limited by, the minimum insurance obligations contained in this Contract.
13. **Standard of Performance** Contractor shall perform all services required pursuant to this Contract in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged in the geographical area in which Contractor practices its profession. All products of whatsoever nature which Contractor delivers to County pursuant to this Contract shall be prepared in a substantial first class and workmanlike manner and conform to the standards or quality normally observed by a person practicing in Contractor's profession.

Contractor without additional compensation. Contractor's personnel, when on the County's premises and when accessing the County network remotely, shall comply with the County's regulations regarding security, remote access, safety and professional conduct, including but not limited to Nevada County Security Policy NCSP-102 Nevada County External User Policy and Account Application regarding data and access security. Contractor personnel will solely utilize the County's privileged access management platform for all remote access support functions, unless other methods are granted in writing by the County's Chief Information Officer or his/her designee.

14. **Prevailing Wage and Apprentices** To the extent made applicable by law, performance of this Contract shall be in conformity with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, commencing with section 1720 relating to prevailing wages which must be paid to workers employed on a public work as defined in Labor Code section 1720, et seq., and shall be in conformity with Title 8 of the California Code of Regulations section 200 et seq., relating to apprenticeship. Where applicable:
- Contractor shall comply with the provisions thereof at the commencement of Services to be provided herein, and thereafter during the term of this Contract. A breach of the requirements of this section shall be deemed a material breach of this contract. Applicable prevailing wage determinations are available on the California Department of Industrial Relations website at <http://www.dir.ca.gov/OPRL/PWD>.
 - Contractor and all subcontractors must comply with the requirements of Labor Code section 1771.1(a) pertaining to registration of contractors pursuant to section 1725.5. Registration and all related requirements of those sections must be maintained throughout the performance of the Contract.
 - Contracts to which prevailing wage requirements apply are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Each Contractor and subcontractor must furnish certified payroll records to the Labor Commissioner at least monthly.
 - The County is required to provide notice to the Department of Industrial Relations of any public work contract subject to prevailing wages within five (5) days of award.
15. **Accessibility** It is the policy of the County of Nevada that all County services, programs, meetings, activities and facilities shall be accessible to all persons, and shall comply with the provisions of the Americans With Disabilities Act and Title 24, California Code of Regulations. To the extent this Contract shall call for Contractor to provide County contracted services directly to the public, Contractor shall certify that said direct Services are and shall be accessible to all persons.
16. **Nondiscriminatory Employment** Contractor shall not discriminate in its employment practices because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sex or sexual orientation in contravention of the California Fair Employment and Housing Act, Government Code section 12900 et seq.
17. **Drug-Free Workplace** Senate Bill 1120, (Chapter 1170, Statutes of 1990), requires recipients of state grants to maintain a "drug-free workplace". Every person or organization awarded a contract for the procurement of any property or services shall certify as required under Government Code Section 8355-8357 that it will provide a drug-free workplace.
18. **Political Activities** Contractor shall in no instance expend funds or use resources derived from this Contract on any political activities.
19. **Financial, Statistical and Contract-Related Records:**
- 19.1. **Books and Records** Contractor shall maintain statistical records and submit reports as required by County. Contractor shall also maintain accounting and administrative books and records, program procedures and documentation relating to licensure and

accreditation as they pertain to this Contract. All such financial, statistical and contract-related records shall be retained for five (5) years or until program review findings and/or audit findings are resolved, whichever is later. Such records shall include but not be limited to bids and all supporting documents, original entry books, canceled checks, receipts, invoices, payroll records, including subsistence, travel and field expenses, together with a general ledger itemizing all debits and credits.

19.2. **Inspection** Upon reasonable advance notice and during normal business hours or at such other times as may be agreed upon, Contractor shall make all of its books and records available for inspection, examination or copying, to County, or to the State Department of Health Care Services, the Federal Department of Health and Human Services, the Controller General of the United States and to all other authorized federal and state agencies, or their duly authorized representatives.

19.3. **Audit** Contractor shall permit the aforesaid agencies or their duly authorized representatives to audit all books, accounts or records relating to this Contract, and all books, accounts or records of any business entities controlled by Contractor who participated in this Contract in any way. All such records shall be available for inspection by auditors designated by County or State, at reasonable times during normal business hours. Any audit may be conducted on Contractor's premises or, at County's option, Contractor shall provide all books and records within fifteen (15) days upon delivery of written notice from County. Contractor shall promptly refund any moneys erroneously charged and shall be liable for the costs of audit if the audit establishes an over-charge of five percent (5%) or more of the Maximum Contract Price.

20. **Termination**

- A. A Material Breach, as defined pursuant to the terms of this Contract or otherwise, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to immediately suspend payments hereunder, or terminate this Contract, or both, without notice.
- B. If Contractor fails to timely provide in any manner the services materials and products required under this Contract, or otherwise fails to promptly comply with the terms of this Contract, or violates any ordinance, regulation or other law which applies to its performance herein, County may terminate this Contract by giving **five (5) calendar days written notice to Contractor**.
- C. Either party may terminate this Contract for any reason, or without cause, by giving **thirty (30) calendar days written notice** to the other, which notice shall be sent by registered mail in conformity with the notice provisions, below. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract. Contractor shall be excused for failure to perform services herein if such performance is prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.
- D. County, upon giving **thirty (30) calendar days written notice** to Contractor, shall have the right to terminate its obligations under this Contract at the end of any fiscal year if the County or the State of California, as the case may be, does not appropriate funds sufficient to discharge County's obligations coming due under this contract.

In the event this Contract is terminated:

- 1) Contractor shall deliver copies of all writings prepared by it pursuant to this Contract. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photostating, photographing, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.
 - 2) County shall have full ownership and control of all such writings delivered by Contractor pursuant to this Contract.
 - 3) County shall pay Contractor the reasonable value of services rendered by Contractor to the date of termination pursuant to this Contract not to exceed the amount documented by Contractor and approved by County as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed the amount of the Contract specified in Exhibit B, and further provided, however, County shall not in any manner be liable for lost profits which might have been made by Contractor had Contractor completed the services required by this Contract. In this regard, Contractor shall furnish to County such financial information as in the judgment of the County is necessary to determine the reasonable value of the services rendered by Contractor. The foregoing is cumulative and does not affect any right or remedy, which County may have in law or equity.
21. **Intellectual Property** To the extent County provides any of its own original photographs, diagrams, plans, documents, information, reports, computer code and all recordable media together with all copyright interests thereto, not the property of Contractor (herein "Intellectual Property"), which concern or relate to this Contract and which have been prepared by, for or submitted to Contractor by County, shall be the property of County, and upon fifteen (15) days demand therefor, shall be promptly delivered to County without exception.
 22. **Waiver** One or more waivers by one party of any major or minor breach or default of any provision, term, condition, or covenant of this Contract shall not operate as a waiver of any subsequent breach or default by the other party.
 23. **Conflict of Interest** Contractor certifies that no official or employee of the County, nor any business entity in which an official of the County has an interest, has been employed or retained to solicit or aid in the procuring of this Contract. In addition, Contractor agrees that no such person will be employed in the performance of this Contract unless first agreed to in writing by County. This includes prior Nevada County employment in accordance with County Personnel Code.
 24. **Entirety of Contract** This Contract contains the entire Contract of County and Contractor with respect to the subject matter hereof, and no other Contract, statement, or promise made by any party, or to any employee, officer or agent of any party, which is not contained in this Contract, shall be binding or valid.
 25. **Alteration** No waiver, alteration, modification, or termination of this Contract shall be valid unless made in writing and signed by all parties, except as expressly provided in Section 19, Termination.
 26. **Governing Law and Venue** This Contract is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. The venue for any legal proceedings regarding this Contract shall be the County of Nevada, State of

California. Each party waives any Federal court removal and/or original jurisdiction rights it may have.

27. **Compliance with Applicable Laws** Contractor shall comply with any and all federal, state and local laws, codes, ordinances, rules and regulations which relate to, concern or affect the Services to be provided by this Contract.
28. **Additional Contractor Responsibilities**
- A. To the extent Contractor is a mandated reporter of suspected child and/or dependent adult abuse and neglect, it shall ensure that its employees, agents, volunteers, subcontractors, and independent contractors are made aware of, understand, and comply with all reporting requirements. Contractor shall immediately notify County of any incident or condition resulting in injury, harm, or risk of harm to any child or dependent adult served under this Contract.
 - B. Contractor will immediately notify County of any active complaints, lawsuits, licensing or regulatory investigations, reports of fraud or malfeasance, or criminal investigations regarding its operations. Contractor agrees to work cooperatively with County in response to any investigation commenced by County with regard to this Contract or the clients served herein, including providing any/all records requested by County related thereto.
 - C. Contractor shall employ reasonable background check procedures on all employees, prospective employees, volunteers and consultants performing work involving direct contact with minor children or dependent adults under this Contract, including fingerprinting and criminal records checks, sexual offender registry checks, and reference checks, including both personal and professional references.
29. **Open-End Contract (Blanket Purchase Order)** No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased under any open-end contract. Estimated quantities/bid ratio or discounts from manufacturer's list price may be used for bid comparison. The County reserves the right to: issue purchase orders as and when required; or issue a blanket purchase order for individual agencies or multiple County agencies; or any combination of the preceding. No delivery shall be made without a written order by the County, unless otherwise specifically provided for in the contract. If in a subsequent year the vendor offers to supply his goods and service for the same bid price, or in the event the supplier is willing to negotiate to the satisfaction of Nevada County any justifiable price increase prior to the succeeding year's contract renewal and if the service provided by the supplier was to the satisfaction of the County, the County of Nevada reserves the right to extend the period of the resulting contract on a year-to-year basis. Alternatively, the bid solicitation may set forth specific renewal terms. Bidder certifies that prices charged to the County for non-listed commodities or no-fixed price items are equal to or less than those charged the bidder's most favored customer for comparable quantities under similar terms and conditions.
30. **Other Agencies** The successful vendor shall agree to extend Nevada County contract prices and terms to other governmental agencies. Any contract resulting from this requirement shall be executed by the successful vendor and the other agency. Nevada County will not be a party to "other agency" contracts.

31. **Notification** Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the mail, postage prepaid, and addressed to the parties as follows:

COUNTY OF NEVADA:

Nevada County
Purchasing Division
Address: 950 Maidu Ave Ste 129
City, St, Zip Nevada City, CA 95959
Attn: Desiree Belding, CPPO, CPPB
Email: desiree.belding@co.nevada.ca.us
Phone: 530-265-1557

CONTRACTOR:

Name of firm
Pride Asset Protection, Inc.
Address 5557 Silverwood St.
City, St, Zip Marysville, CA 95901
Attn: Jon Carroll, President
Email: jon@pridesecurity-1.com
Phone: 530-749-1607

Any notice so delivered personally shall be deemed to be received on the date of delivery, and any notice mailed shall be deemed to be received five (5) days after the date on which it was mailed.

Executed as of the day first above stated:

Authority: All individuals executing this Contract on behalf of Contractor represent and warrant that they are authorized to execute and deliver this Contract on behalf of Contractor.

IN WITNESS WHEREOF, the parties have executed this Contract effective on the Beginning Date, above.

COUNTY OF NEVADA:

By: _____ Date: _____

Printed Name/Title: Honorable Chair, Dan Miller

Attest To:

By: _____ Date: _____

Printed Name/Title: Julie Patterson-Hunter

Approved as to Form – County Counsel:

By: _____ Date: _____

CONTRACTOR: Pride Asset Protection, Inc

By: _____ Date: _____

Name: _____

* Title: _____

By: _____ Date: _____

Name: _____

* Title: _____ Secretary _____

****If Contractor is a corporation, this Contract must be signed by two corporate officers; one of which must be the secretary of the corporation, and the other may be either the President or Vice President, unless an authenticated corporate resolution is attached delegating authority to a single officer to bind the corporation (California Corporations Code Sec. 313).***

Exhibits

- A. Schedule of Services
- B. Schedule of Charges and Payments
- C. Insurance Requirements
- D. Liquidated Damages

EXHIBIT A

SCHEDULE OF SERVICES

Contractor shall provide Countywide Security Services as described herein Exhibit A. Contractor must maintain required licensure and registration by the Department of Consumer Affairs during the Contract term. Proof of licensing must be provided upon request from the County.

The County has observed holidays when services will not be needed unless explicitly requested by County with advance notice.

- New Year's Day
- Martin Luther King Jr. Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans' Day
- Thanksgiving – Thursday and Friday
- Christmas Day

The primary responsibility of the security officers is to maintain a secure and safe, yet welcoming, environment for visitors and staff at County facilities. Officers should be friendly and willing to answer appropriate questions from the public (directions, hours of operation etc.) while being alert to any security or safety issues.

1. Fixed Post services:

- a. **ERIC ROOD ADMINISTRATIVE CENTER-** One unarmed security officer for Entry/Exit Control at the Department of Social Services office at **950 Maidu Ave.** Nevada City, CA, from 8:00 a.m. – 5:00 p.m., Monday through Friday excluding County observed holidays. Officer should perform Entry/Exit Control, emergency and alarm response, identifying and reporting security threats, unsafe conditions or hazards, or other emergency situations, and conduct periodic and regular patrols throughout the interior and perimeter of the building and parking areas of the facility.
- b. **ERIC ROOD ADMINISTRATIVE CENTER-** One unarmed security officer for Entry/Exit Control at the front entrance lobby of the building at **950 Maidu Ave.** Nevada City, CA, from 8:00 a.m. – 5:00 p.m., Monday through Friday excluding County observed holidays. Officer should perform Entry/Exit Control, emergency and alarm response, identifying and reporting security threats, unsafe conditions or hazards, or other emergency situations, and conduct periodic and regular patrols throughout the interior and perimeter of the building and parking areas of the facility.

In addition, the guard assigned to this area will be responsible for providing customer services and directions to members of the public seeking various County over the counter services.

- c. **CROWN POINT-** One armed security officer for Stationary duties and Entry/Exit Control at the Behavioral Health Services office at **500 Crown Point Circle**, Suite 120, Grass Valley, CA, from 7:45 a.m. – 5:15 p.m., Monday through Friday excluding County observed holidays. Officer should perform Stationary duties, Entry/Exit Control, emergency and alarm response, customer service, lobby reception, deliveries, and conduct periodic and regular patrols throughout the interior and perimeter of the building and parking areas of the facility.
- d. **BRIGHTON GREENS-** One armed security officer for Entry/Exit Control at the Department of Social Services office at **988 McCourtney Road**, Grass Valley, CA, from 8:00 a.m. – 5:00 p.m., Monday through Friday excluding County observed holidays. Officer should perform Entry/Exit Control, emergency and alarm response, customer service, lobby reception, deliveries, and conduct periodic and regular patrols throughout the interior and perimeter of the building and parking areas of the facility.

Contractor is required to staff each site daily. Planned or unplanned absence of regularly assigned guard(s) shall be filled by qualified and trained Contractor employee(s) with minimum disruption to service. If unplanned absence occurs, Contractor is responsible for filling the assignment prior to shift start time or within 2 hours of notification by County.

2. Operational Requirements:

- 2.1 Security officers shall be in full uniform while on duty. Uniforms are to be neat, clean, well fitting, pressed and in good condition. Shoes are to be close toed, cleaned and polished. No open-end shoes are allowed. The cost of providing and cleaning uniforms is the responsibility of the contractor.
- 2.2 Badges with company logo shall be prominently displayed on the security officer's uniform. Security officers must wear identifying nameplates that must be clearly visible.
- 2.3 Security officers on duty shall be alert at all times, respond to all alarms and check them out, secure the area and report. Security officers shall always have the means on their person to contact all emergency services as required, e.g., fire, police or ambulance. Contractor will provide cell phones for each shift.
- 2.4 Security officers must be able to assist County staff with any and all security needs, including but not limited to escorting persons off the grounds, investigating complaints, etc. Security officers shall notify the responsible authority, e.g., police, fire, etc., when a problem requires immediate attention outside of an officer's ability.
- 2.5 Security officers must be prepared to intervene in threatening situations which may require the use of justifiable force as permitted by law. They must be able to demonstrate emotional stability during periods of tension and stress while carrying out assigned duties and must be able to maintain control in crisis situations.
- 2.6 Security officers must be English-speaking legal residents of the United States and be physically and mentally qualified to perform the requirements of the job. Officers shall be able to read and understand printed regulations, labels, identification badges

and credentials, detailed written orders, training instructions, and be able to compose reports which will convey full information of events pertaining to his or her shift.

2.7 Security officers must possess the ability to face situations firmly, tactfully and with respect for the rights of others. Security officers must understand that they are representing the County of Nevada while at their post and, as such, conduct themselves in a courteous, compassionate, and professional manner while performing their duties. The County retains the right to remove any officer who does not meet the proper standards for customer service and performance. Security officers will be expected to greet all persons entering their assigned premises.

2.8 Security officers shall be able to move quickly if necessary and shall be able to stay on their feet for a majority of their shift.

2.9 The following will NOT be permitted while on duty:

- a) Abandoning an assigned duty area without proper approval.
- b) Sleeping.
- c) Eating.
- d) Reading of personal materials.
- e) Placing or receiving personal phone calls.
- f) Consuming alcoholic beverages or any mind- or mood-altering substance on the job or immediately prior to reporting for duty.
- g) Visitors sitting with Officers while on duty at workstations.

Contractor shall provide an emergency telephone number so an Officer may contact a supervisor or manager in the event of an accident, emergency or failure to report to duty. The use of an independent answering service is unacceptable. In the event of a security officer not reporting for work or reporting for work late, the contractor will provide another equally qualified officer within one (1) hour of the shift starting time. Any charges incurred by the County due to tardiness or absences will be assessed to the contractor through adjustments to their invoice.

3. As-Needed/When-Needed Services:

3.1 Emergency Services as needed

Contractor to provide emergency services in situations where the County obtains information of a planned organized event scheduled to be on premise. The successful proposer(s) must be able to respond and provide security guard services to the requested location within 2 hours of notice.

3.2 Security Consultant as needed

Contractor will provide Security Consulting Services as needed to review current physical security systems, operations and training and then prepare a Risk Assessment document and plan of action for remediation of identified shortcomings. The assessment shall include but is not exclusively limited to:

- Review of existing security policies, plans and procedures
- Review of existing Physical Security system documentation
- Review of any Department Physical Security training and on-boarding documentation
- Visitor entry and verification procedures

- Access control systems (including badges)
- Security guards and guard rotation
- CCTV or other surveillance cameras
- Alarms
- Life safety systems
- Exterior & interior lighting for security & safety purposes
- Landscaping for crime prevention
- Workplace violence protection and training

3.3 Special Event Security Services as needed

The Contractor will provide support for hosted events throughout the year that require on premise Security Guard services. Contractor support may be called upon for the purpose of providing necessary event support as needed with 24 hour and/or at least 72 hours advance notice. The expectations of services in addition to security duties will include but not limited to:

- Customer service
- Guest experience training
- Crowd management
- Life and property protection
- General orders
- First Aid and CPR
- ADA Accessibility
- Evacuation Procedures
- Handling disorderly patrons
- Sexual Harassment Awareness
- Must conduct pre-event meetings prior to each event with County staff or Event organizer if applicable.

4. Reporting Requirements

Contractor is required to update and maintain Daily Activity Reports (DAR) and Special Incident Reports (SIR) documenting security-related problems at each site. Contractor shall ensure that the DARs and SIRs are verified for completeness/accuracy.

Contractor shall ensure that each DAR includes at a minimum the following information:

- a. Security Guard's name, assignment, equipment check, date/time/facility and descriptions of patrol activities;
- b. Summary of security logs including the number of reported incidents and associated details along with photos of the incidents;
- c. Record of any actions, follow-ups or updates on the identified incidents;
- d. Summary of any reportable incidents;
- e. Hourly communication between security guards and supervisors shall be recorded on the DAR.
- f. DARs must be digital and emailed to authorized County personnel for each site, each day.
- g. Contractor shall produce SIRs for all crimes committed in the facilities, medical aid calls when advanced medical aid needs to be summoned, any injury on County property, and any irregular or suspicious activity which needs to be documented outside the daily DAR. Proponent shall ensure that each SIR includes at a minimum the following information:

1. Date, time, facility address, Security Guard's name and badge number;
2. A detailed description of the incident; and
3. All actions that were taken, i.e., license plate numbers, names, phone numbers, descriptions, photos, statements, locations, police case number, and names of County staff contacted, when applicable.

5. Supervision

- 5.1. Contractor will provide adequate supervision of personnel to ensure their employees are attentive at all times while on duty, and employees do not sleep, read, text, play video games, watch television, access the internet or any social media site, listen to audio headset equipment, consume alcohol or any mind or mood altering substance, or perform any other distracting task while on duty. Proponents will ensure their employees are properly uniformed, neat and professional in appearance, and courteous and professional in demeanor, at all times while on duty. Proponent agrees to schedule supervisor to attend regularly scheduled meetings with County staff to review contract performance on not less than a quarterly basis. Times, dates, and places to be determined.
- 5.2. Contractor will ensure DAR logs are maintained at each site to verify area is secured and document any unusual activity. Specific requirements may vary by site.
- 5.3. Contractor is responsible for payment of their employees' wages, salaries, overtime, benefits, taxes, insurance, and other required costs associated with employment. At no time are they considered employees of the County of Nevada. Employees assigned to duties with the County will not work in excess of 12 hours per day with a turnaround time of fewer than 12 hours, or 52 hours per week on all assignments combined. The County will not pay overtime unless requested by and approved by the County Contract Administrator.

6. County Contact /Company Representative

- 6.1 The County designates Nick Poole, County Risk Manager – County Executive Office, as the County Contact for this Contract. The County will provide written notice to Contractor should there be a subsequent County Contact change. The County Contact will be Contractor's principal point of contact at the County regarding any matters relating to this Contract or for any of the following Security Services: "as needed" services or security consulting services which may be requested by the County. The Risk Manager will provide all general direction to Contractor regarding Contract performance and will provide guidance regarding the County's goals and policies. The County Contact is not authorized to waive or modify any material scope of work changes or terms of the Contract.
- 6.2 Contractor designates Jon Carroll as the Contractor Representative for this Contract. Contractor will provide written notice to the County should there be a subsequent Contractor Representative change. The County has the right to assume that Contractor Representative has full authority to act for the Contractor on all matters arising under or relating to this Contract.

EXHIBIT B

SCHEDULE OF CHARGES AND PAYMENTS

Maximum Limit & Fee Schedule

Contractor's compensation shall be paid at the schedule shown below. Reimbursement of travel, lodging and miscellaneous expenses is not authorized. All expenses of Contractor, including any expert or professional assistance retained by Contractor to complete the work performed under this contract shall be borne by the Contractor.

The total of all payments made under this Contract shall not exceed the amount shown in Section 2 of this contract.

Fee Schedule:

Fees associated with this Contract shall comply with the below table.

Item	Rate (hourly)
Fixed Post staff	
Regular Time Pay – Unarmed	\$26.90
Regular Time Pay- Armed	\$30.90
Overtime Pay – Unarmed	\$40.35
Overtime Pay – Armed	\$46.35
As-Needed Services 72-hour notice	
Regular Time Pay- Unarmed	\$26.90
Regular Time Pay- Armed	\$30.90
Overtime Pay – Unarmed	\$40.35
Overtime Pay – Armed	\$46.35
As-Needed Services 24-hour notice	
Regular Time Pay- Unarmed	\$26.90
Regular Time Pay- Armed	\$30.90
Overtime Pay – Unarmed	\$40.35
Overtime Pay – Armed	\$46.35
Emergency Services (response required within 2 hrs)	
Regular Time Pay- Unarmed	\$26.90
Regular Time Pay- Armed	\$30.90
Overtime Pay – Unarmed	\$40.35
Overtime Pay – Armed	\$46.35
Security Consultant as needed	
Per occurrence	\$30.00

Invoices

Invoices shall be submitted to each County Department where services are provided in a form and with sufficient detail as required by County.

Invoices shall include the following details:

- Contract No.
- Service Location
- Staff assigned
- Days and hours of service provided
- Overtime (if applicable)
- Fix post staff or “as-needed” service provided
- Dates of service

Work performed by Contractor will be subject to final acceptance by the County project manager(s).

Submit all invoices to:

Nevada County HHSA Department- Crown Point Location		Nevada County HHSA Department- Brighton Greens Location	
Contact Person	Toni Valenta-Pencille	Contact Person	Kelly Willis
Address:	950 Maidu Ave.	Address:	950 Maidu Ave.
City, St, Zip	Nevada City, CA 95959	City, St, Zip	Nevada City, CA 95959
Email: BH_Fiscal@co.nevada.ca.us		Email: DSSFiscal@co.nevada.ca.us	
Phone:	530-265-1283	Phone:	530-265-1630

Nevada County HHSA Department- ERAC Location		Nevada County Front Lobby and as needed services- ERAC Location	
Contact Person	Kelly Willis	Contact Person	Diana Carolan
Address:	950 Maidu Ave.	Address:	950 Maidu Ave.
City, St, Zip	Nevada City, CA 95959	City, St, Zip	Nevada City, CA 95959
Email: DSSFiscal@co.nevada.ca.us		Email: IGSAdmin@co.nevada.ca.us	
Phone:	530-265-1630	Phone:	530-265-7100

Payment Schedule

The County will make payment within thirty (30) days after the billing is received and approved by County and as outlined above.

Unless otherwise agreed to by County, all payments owed by County to Contractor under this Contract shall be made by Automated Clearing House (ACH). In the event County is unable to release payment by ACH the Contractor agrees to accept payment by County warrant.

EXHIBIT C

INSURANCE REQUIREMENTS

Insurance. Contractor shall 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 hereunder by the Contractor, its agents, representatives, or employees. Coverage shall be at least as broad as:

- vii. **Commercial General Liability CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- viii. **Automobile Liability Insurance** Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage. The Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance MCS-90, covering materials to be transported by Contractor pursuant to the contract.
- ix. **Workers’ Compensation insurance** as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. **(Not required if contractor provides written verification it has no employees).**

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

Other Insurance Provisions:

The insurance policies are to contain, or be endorsed to contain, the following provisions:

- i. **Additional Insured Status: The County, its officers, employees, agents, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of the work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 25, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used.)
- ii. **Primary Coverage** For any claims related to this contract, the **Contractor’s insurance shall be primary** insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, employees, agents, and volunteers shall be excess of the Contractor’s insurance and shall not contribute with it.

- iii. **Notice of Cancellation** This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Nevada.
- iv. **Waiver of Subrogation** Contractor hereby grants to County a waiver of any right to subrogation which any insurer or said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.
- v. **Sole Proprietors** If Contractor is a Sole Proprietor and has no employees, they are not required to have Workers Compensation coverage. Contractor shall sign a statement attesting to this condition, and shall agree they have no rights, entitlements or claim against County for any type of employment benefits or workers' compensation or other programs afforded to County employees.
- vi. **Deductible and Self-Insured Retentions** Deductible and Self-insured retentions must be declared to and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claims administration, and defense expenses within the retention. The Policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County. **(Note – all deductibles and self-insured retentions must be discussed with risk, and may be negotiated)**
- vii. **Acceptability of Insurers:** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.
- viii. **Claims Made Policies** if any of the required policies provide coverage on a claims-made basis: **(note – should be applicable only to professional liability)**
 - a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
 - c. If the coverage is canceled or non-renewed, and not replaced with another **claims-made policy form with a Retroactive Date**, prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of **five (5)** years after completion of contract work.
- ix. **Verification of Coverage** Contractor shall furnish the County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to County before work begins. However, failure to obtain and provide verification of the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

- x. **Subcontractors** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format at least as broad as CG 20 38 04 13.
- xi. **Special Risks or Circumstances** County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- xii. **Conformity of Coverages** If more than one policy is used to meet the required coverages, such as an umbrella policy or excess policy, such policies shall be following form with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies or all shall be Claims Made Liability policies, if approved by the County as noted above. In no cases shall the types of policies be different.
- xiii. **Premium Payments** The insurance companies shall have no recourse against the COUNTY and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.
- xiv. **Material Breach** Failure of the Contractor to maintain the insurance required by this Contract, or to comply with any of the requirements of this section, shall constitute a material breach of the entire Contract.
- xv. **Certificate Holder** The Certificate Holder on insurance certificates and related documents should read as follows:

County of Nevada
950 Maidu Ave.
Nevada City, CA 95959

Upon initial award of a contract to your firm, you may be instructed to send the actual documents to a County contact person for preliminary compliance review.

Certificates which amend or alter the coverage during the term of the contract, including updated certificates due to policy renewal, should be sent directly to Contract Administrator..

EXHIBIT D

LIQUIDATED DAMAGES

32. **Liquidated Damages**

County and Contractor agree that damages to County due to Contractor's delay in timely providing Services in accordance with the aforesaid Exhibit A and Contract Termination Date are impractical and difficult to ascertain. Therefore, a daily amount of \$100.00 as Liquidated Damages shall be assessed against Contractor—not as a penalty, but as and for damages to County due to delays in providing Services not in accordance with Exhibit A or later than the Contract Termination Date (herein "Delay"). County may offset Liquidated Damages against amounts owing to Contractor, including retention sums.

To the extent that any Delay is a result of matters or circumstances wholly beyond the control of Contractor, County may excuse said Liquidated Damages; provided however, that County may condition such excuse upon Contractor having given prompt notice to County of such delay immediately by telephone and thereafter by written explanation within a reasonable time. The time for Contractor's performance shall be extended by the period of delay, or such other period as County may elect

SUMMARY OF CONTRACT

Contractor Name Pride Asset Protection, Inc.

Description of Services Countywide Security Services

SUMMARY OF MATERIAL TERMS

Max Annual Price: \$230,000

Contract Start Date: September 1, 2021

Contract End Date: June 30, 2022

Liquidated Damages: \$100.00 per day

INSURANCE POLICIES

Commercial General Liability	(\$2,000,000)
Automobile Liability	(\$1,000,000)
Worker's Compensation	(Statutory Limits)

LICENSES AND PREVAILING WAGES

Designate all required licenses: Security Services certifications

NOTICE & IDENTIFICATION

COUNTY OF NEVADA:

Nevada County

Purchasing Division

Address: 950 Maidu Ave Ste 129
City, St, Zip Nevada City, CA 95959
Attn: Desiree Belding, CPPO, CPPB
Email: desiree.belding@co.nevada.ca.us
Phone: 530-265-1557

CONTRACTOR:

Name of firm

Pride Asset Protection, Inc.

Address 5557 Silverwood St.
City, St, Zip Marysville, CA 95901
Attn: Jon Carroll, President
Email: jon@prideseurity-1.com
Phone: 530-749-1607

Contractor is a: (check all that apply)

Corporation: ☒ Calif., ☐ Other, ☐ LLC, ☐
Non- Profit ☐ Corp ☐ Yes ☐ No
Partnership: ☐ Calif., ☐ Other, ☐ LLP, ☐ Limited
Person: ☐ Indiv., ☐ Dba, ☐ Ass'n ☐ Other

EDD Worksheet Required

Yes ☐ No ☐

ATTACHMENTS

Exhibit A: Schedule of Services

Exhibit B: Schedule of Charges and Payments

Exhibit C: Insurance Requirements

Exhibit D: Liquidated Damages

Exhibit E: Summary Page