

**AGREEMENT FOR PROFESSIONAL SECURITY SERVICES  
(ALLIED UNIVERSAL SECURITY SERVICES)**

This AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020 between ALLIED UNIVERSAL SECURITY SERVICES (“ALLIED UNIVERSAL”) and Washoe County, Nevada, a political subdivision of the State of Nevada (“CLIENT”).

**RECITALS**

This AGREEMENT is predicated on the following facts:

- A. CLIENT requires certain special security services for the benefit and safety of the citizens of Washoe County, Nevada;
- B. ALLIED UNIVERSAL is qualified to provide these services and is willing to provide them according to the terms of this AGREEMENT;
- C. ALLIED UNIVERSAL has entered into a Contract for Services of Independent Contractor with the State of Nevada approved on or about September 12, 2017 (CETS#19049) wherein ALLIED UNIVERSAL has agreed to provide security services to the State of Nevada;
- D. NRS 332.195 allows for a governing body or its authorized representative to join or use the contracts of the State of Nevada with the authorization of the contracting vendor. The State of Nevada is not liable for the obligations of the local government which joins or uses the contract;
- E. ALLIED UNIVERSAL has agreed to allow CLIENT to join in the Contract for Services with the State of Nevada in accordance with NRS 332.195 with said Contract for Services, including all attachments, which is hereby incorporated by reference.
- F. The parties agree to be bound by the terms of the State of Nevada Contract for Services except as set forth herein. If any provision in this agreement is inconsistent with the State of Nevada agreement, then the terms herein shall govern.

NOW THEREFORE the parties agree as follows:

**1. Duties of ALLIED**

- a. ALLIED UNIVERSAL agrees to perform services as outlined in the section SCOPE OF WORK attached and incorporated as Exhibit AA: Scope of Work.

ALLIED UNIVERSAL agrees to perform these services diligently in accordance with the standards of its profession and to CLIENT's satisfaction. Exhibit AA is incorporated herein by reference.

- b. In addition to the services described above, the parties may from time to time agree in writing that ALLIED UNIVERSAL shall perform such additional services as may be mutually agreed to for additional compensation.
- c. Services provided by ALLIED UNIVERSAL will be conducted in a manner consistent with that level of care and skill ordinarily expected by members of the profession currently practicing in this area under similar conditions. ALLIED UNIVERSAL shall be responsible for the professional quality and technical accuracy of all services furnished by ALLIED UNIVERSAL.

## **2. Time of Performance**

The services of ALLIED UNIVERSAL are to begin upon execution of this AGREEMENT and shall continue until either termination of this agreement or mutual agreement of the parties.

## **3. Compensation**

- a. CLIENT agrees to pay ALLIED UNIVERSAL the hourly rates as described in Attachment B for Services for all services performed under this AGREEMENT.
- b. ALLIED UNIVERSAL may bill CLIENT for work done in the preceding month on a monthly basis. The billings shall contain, as a minimum, total hours worked on the project by position, hourly rates in accordance with the rates described in Exhibit B, a total amount due for the period. In addition, ALLIED UNIVERSAL shall describe work that was completed during the monthly billing period.
- c. Each monthly bill shall be paid within 30 days of presentment.
- d. Not to Exceed Amount. Notwithstanding subparagraphs (b) and (c), the maximum payments under this AGREEMENT shall not exceed **\$2,526,189** for security services in year one (1) of the agreement.
- e. The parties shall agree in writing to any changes in compensation due to changes in ALLIED's services under Section 1(a) of this AGREEMENT.
- f. CLIENT accepts and agrees to the 2.5% annual increase in rate for ALLIED UNIVERSAL services as defined in the joinder agreement (State of Nevada contract CETS#19049.)

## **4. ALLIED's Status – Independent Contractor**

The parties agree that ALLIED UNIVERSAL is an independent contractor and this AGREEMENT is

entered into in conformance with the provisions of NRS Chapter 332. The parties agree that ALLIED UNIVERSAL is not an employee of CLIENT and there shall be no

- a. Withholding of income taxes by CLIENT;
- b. Industrial insurance provided by CLIENT;
- c. Participation in group insurance plans which may be available to employees of CLIENT;
- d. Participation or contributions by either the independent contractor or CLIENT to any public employees' retirement system;
- e. Accumulation of vacation leave or sick leave; or
- f. Unemployment compensation coverage provided by CLIENT if the requirements of NRS 612.085 are met.

Further, it is agreed that ALLIED UNIVERSAL is solely responsible for its acts. Neither ALLIED UNIVERSAL nor its agents, servants, and employees are CLIENT's agents, employees, or representatives for any purpose.

## **5. Conflict of Interest**

ALLIED UNIVERSAL understands that its professional responsibility is solely to CLIENT. ALLIED UNIVERSAL warrants that it presently has no interest and will not during the pendency of this AGREEMENT acquire any direct or indirect interest that would conflict with its performance of this AGREEMENT. ALLIED UNIVERSAL shall not employ a person having such a conflicting interest in the performance of this AGREEMENT.

## **6. Assignment and Subcontracts**

Neither party shall subcontract, assign or transfer its obligations under this Agreement without the prior written consent of the other party. This agreement is binding on the heirs, successors, and assigns of the parties hereto.

## **7. Insurance**

ALLIED UNIVERSAL agrees to maintain the insurance coverage as set forth in the State of Nevada Insurance Schedule attached thereto as Attachment C. As evidence of such insurance, CLIENT will accept certification of insurance issued by an authorized representative of the insurance carrier. Coverage must be provided by an insurance company licensed to do business within the State of Nevada with an A.M. Best Rating of A-Class VII or better. Each certificate shall contain a 30-day written notice of cancellation to the certificate holder. ALLIED UNIVERSAL shall maintain during the term of this agreement:

ALLIED UNIVERSAL will provide proof of insurance to CLIENT within thirty (30) days of signing this AGREEMENT. As required by the State of Nevada Contract for Services Section 16(B)

and (C), CLIENT has reviewed ALLIED UNIVERSAL's insurance, including its insurer, its deductible and its self-insured retentions, and approves them.

## **8. Indemnification and Limited Liability**

CLIENT shall defend, indemnify and hold ALLIED UNIVERSAL harmless from all claims, damages, costs or expenses that may arise as a consequence of CLIENT's action or inaction in connection with the performance of this AGREEMENT. CLIENT does not waive any of its defenses or limitations on liability as allowed by NRS Chapter 41 or any other applicable laws.

To the fullest extent permitted by law, ALLIED UNIVERSAL shall defend, indemnify and hold harmless the CLIENT and its officers, employees and agents (collectively "Indemnities") from any liabilities, damages, losses, claims, actions or proceedings, including without limitation, reasonable attorney's fees, that are caused by the negligence, errors, omissions, recklessness or intentional misconduct of ALLIED UNIVERSAL or the employees or agents of ALLIED UNIVERSAL in the performance of this AGREEMENT.

## **9. Equal Employment Opportunity**

ALLIED UNIVERSAL is an Equal Opportunity Employer and agrees to comply with applicable regulations governing equal employment opportunity.

## **10. Notices**

Any notice given under this AGREEMENT shall be in writing and deemed given when personally delivered or delivered by the U.S. Postal Service as Certified Mail or Registered Mail addressed to the parties as follows:

### **ALLIED UNIVERSAL:**

Ruben Sanchez  
Director of Operations  
4000 S. Eastern Avenue, Suite 210  
Las Vegas, NV 89119

### **CLIENT:**

Mark Stewart  
Purchasing and Contracts Manager  
1001 E. Ninth Street, Bldg. D.  
Reno, NV 89512

## **11. Litigation**

The parties agree that performance of this AGREEMENT shall be governed by the laws of the State of Nevada and any litigation under this AGREEMENT shall be brought in that state. If either party brings an action to enforce this AGREEMENT, the prevailing party is entitled to reasonable attorney's fees and costs.

## **12. Waivers**

Waiver of a breach or default under this AGREEMENT shall not constitute a continuing waiver or waiver of subsequent breach of the same or any other provision of this AGREEMENT.

## **13. Modification**

No waiver, modification, or termination of this AGREEMENT is valid unless made in writing and signed by both parties.

## **14. Severability**

If any term of this AGREEMENT is held invalid or unenforceable by a court of competent jurisdiction, the remainder of this AGREEMENT shall remain in full force and effect.

## **15. Termination**

At any time and without cause, either party may terminate this AGREEMENT by giving thirty (30) calendar days' written notice. In the event of termination without cause, CLIENT shall pay ALLIED for services rendered to date of termination.

## **16. Funding Out Clause**

Contractor agrees and understands that in the event that the State of Nevada or County fails to appropriate budget funds for the purposes as specified in this Agreement, or in the event a funding source relied upon to pay the cost of Services hereunder does not become available or is terminated for any reason, the County may terminate this Agreement at any time with fifteen (15) days prior written notice to Contractor.

## **17. Taxes**

ALLIED UNIVERSAL shall pay any and all Federal, State and local taxes, charges, fees or contributions required by law to be paid with respect to ALLIED UNIVERSAL's performance of this AGREEMENT (including, without limitation, unemployment insurance, social security and income taxes).

## **18. No Third Party Beneficiaries**

Nothing in this AGREEMENT, express or implied, is intended to or shall confer upon any other person, any right, benefit or remedy of any nature whatsoever under or by reason of this AGREEMENT.

## **19. Contradictory Provisions and State of Nevada Contract for Services**

If any provisions of this AGREEMENT conflict with the terms set forth in the SCOPE OF WORK, then the terms set forth in this AGREEMENT shall govern.

The terms set forth in the State of Nevada Contract for Services shall apply to the parties herein; however, if there is a conflict in the language, then the terms herein shall govern.

**20. Counterparts**

This AGREEMENT may be executed in one duplicate originals or counterparts for each party hereto, and is binding on a party only when all parties have signed and received a duplicate original.

**21. Due Authorization**

Each party represents that all required authorizations have been obtained to execute this AGREEMENT and for the compliance with each and every term hereof. Each person signing this AGREEMENT warrants and represents to the other party that he or she has actual authority to execute this AGREEMENT on behalf of the party for whom he or she is signing. A facsimile signature on this AGREEMENT shall be treated for all purposes as an original signature.

**22. Entire Agreement**

This AGREEMENT and its Exhibit(s) set forth the entire understanding between the parties. IN WITNESS WHEREOF, and by signature below, the parties have executed this AGREEMENT in good faith.

**ALLIED UNIVERSAL:**

**WASHOE COUNTY:**

\_\_\_\_\_  
Signature

Tammy Nixon  
Regional Vice President, Western Region  
Allied Universal Security  
4000 S Eastern Ave, Ste 210  
Las Vegas, NV 89119  
W: 702-736-2937  
[Steve.Claton@aus.com](mailto:Steve.Claton@aus.com)

\_\_\_\_\_  
Signature

Mark Stewart  
Purchasing and Contracts Manager  
Washoe County  
1001 E. Ninth Street, Bldg. D.  
Reno, NV 89512  
W: 775.328.2281  
[mstewart@WashoeCounty.us](mailto:mstewart@WashoeCounty.us)

**ATTACHMENT C**  
**INSURANCE REQUIREMENTS FOR SECURITY SERVICES**

**INSURANCE REQUIREMENTS:**

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

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

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

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

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

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

- a. The policy shall be endorsed to include errors and omissions coverage.
- b. Policy shall be endorsed to include master key coverage.
- c. Policy shall be endorsed to include coverage for “care-custody-control” of property of others.
- d. Policy shall include coverage for the operation of mobile equipment (if required as part of the Scope of Services).
- e. Washoe County, its officers, agents, employees and volunteers shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, **to the extent of the insurance limits agreed to in this Contract.** The County may be made an additional insurance by an appropriate blanket endorsement.

2. **Automobile Liability**

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

Combined Single Limit (CSL) \$2,000,000

- a. Washoe County, its officers, agents, employees and volunteers shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor, **to the extent of the insurance limits agree to in this Contract.** The County may be made an additional insured by an appropriate blanket endorsement.

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

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

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

4. **Fidelity Bond or Crime Insurance**

Bond or Policy Limit \$50,000

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

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

- 1. The Contractor’s insurance coverage shall be the primary insurance and non-contributory with respect to all other available sources.

C. **NOTICE OF CANCELLATION:** Contractor shall for each insurance policy required by the insurance provisions of this Contract shall not be suspended, voided or canceled except after providing thirty (30) days prior written notice been given to the County,

except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to Washoe County, Purchasing Division, P.O. Box 11130, Reno, NV 89520. Should contractor fail to provide County timely notice, contractor will be considered in breach and subject to cure provisions set forth within this contract.

- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Nevada and with an “A.M. Best” rating of not less than A-VII. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

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

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



COVID-19<sup>1</sup>  
FACILITY ACCESS SCREENING SERVICES AGREEMENT  
(this "Agreement")

**PARTIES:** Allied Universal Security Services, for itself and on behalf of its wholly-owned subsidiaries and affiliates which may provide services hereunder in certain jurisdictions ("Allied Universal") and Washoe County, a political subdivision of the State of Nevada ("Client").

**DATE:**

Allied Universal and Client, by their duly authorized representatives, and intending to be legally bound, enter into this Agreement, and agree that this Agreement includes all terms and conditions stated here, including those stated under the sections entitled "**SCREENING SERVICES**" and "**GENERAL TERMS AND CONDITIONS**", and on all Exhibits hereto.

Washoe County

Allied Universal Security Services

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**SCREENING SERVICES:**

Allied Universal represents that it is qualified and able to provide the Services by virtue of its education, training, and experience, and desires to provide the Services described herein. Allied Universal will conduct access screening methods intended to assist Client in their detection of certain potential symptoms of COVID-19 in persons seeking access to certain Client facilities (the "Services"), as follows:

**Term:** Beginning on July 1, 2020 and ending on June 30, 2021, unless otherwise terminated as provided in this Agreement.

**Locations:** Allied Universal will conduct the Services at the following Client facilities listed on Exhibit "A".

**Screening Techniques:** The Services will include the following screening techniques: *[Check all that apply]*

Temperature Screening

Screening Questionnaire

The Services will be performed in accordance with the Service Specifications attached here to as Exhibit "A".

**Equipment and PPE:**

a. **PPE Requirements.** Personal protective equipment ("PPE") for Allied Universal personnel will be provided as specified in Exhibit AAA. Client acknowledges and agrees that the required PPE will be dependent on the manner in which the Services are performed. By way of example, but not limitation, the screening methods listed below may require varying levels of PPE:

- i. Close Contact (open) Temperature Screening – Utilizing temperature sensing device within 6 feet of subject.
- ii. Close Contact (partitioned) Temperature Screening – Utilizing temperature sensing device within 6 feet of subject where operator is separated by partition.
- iii. Distance Screening – Utilizing temperature sensing device from distance of 6 feet or more from subject.

Currently identified PPE is listed on Exhibit A. The Services will not be performed, or will be discontinued, if adequate PPE and other necessary sanitation materials and equipment are not available for Allied Universal personnel.

\_\_\_\_\_



- b. **Responsibilities for Equipment and Supplies.** The equipment and materials required or necessary to perform the Services in accordance with this Agreement (collectively “Service Equipment”) shall be provided as follows:  
*[Check all that apply:]*

	<u>Client Provides:</u>	<u>Allied Universal Provides:</u>
Cleaning and Disinfecting Supplies	<input checked="" type="checkbox"/>	<input type="checkbox"/>
PPE	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Temperature Sensing Devices	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Partitions	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Other -	<input type="checkbox"/>	<input type="checkbox"/>

All Service Equipment to be provided by Client above will be provided at Client’s sole cost and expense. For all Service Equipment provided by Allied Universal, Allied Universal will invoice Client for such Service Equipment, as stated on Exhibit “A”.

**Fees and Charges.** Client will pay Allied Universal for the Services at the rates and charges set forth on Exhibit “C”.

**GENERAL TERMS AND CONDITIONS:**

1. **Access Procedures.** Rules, requirements and procedures regarding access to Client’s facilities, including without limitation, body temperature thresholds and screening questionnaires shall be established by Client. Without limiting the foregoing, Client shall establish processes for handling persons denied access to a site due to a temperature reading or other screening process factors, such as, by way of example, a private adjacent area to speak with a health care resource provided by Client or a Client HR resource. Allied Universal personnel will have no responsibility to engage with such persons regarding COVID-19 or health or employment concerns, other than advising them that they may not enter the facility and asking them to speak with Client representatives. 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.

2. **Care of Service Equipment.** Client shall be responsible for (a) deploying, sanitizing and maintaining all temperature sensing devices provided by Client, (b) for training Allied Universal personnel on the proper use of the equipment, and Client shall look solely to the devices’ manufacturer, not Allied Universal, for any warranty, defect or maintenance issues.

3. **Compliance with Laws.** Client reasonably believes that screening procedures established by Client for the Services comply with applicable laws. Allied shall procure the permits, certificates, and licenses necessary to allow Allied to perform the Services.

4. **Integration.** The Services shall be governed by this Agreement. In the event of a conflict between the terms of this Agreement and any other agreement or writing between the parties hereto regarding the Services or any other service, the terms and conditions of this Agreement shall control in all instances. The provisions of the main body of this Agreement shall govern over any conflicting provision of Exhibit “A”. This Agreement may be amended only in a writing signed by both parties. If any provision of this Agreement is determined to be illegal, invalid, or unenforceable , the provision shall be deleted and the parties shall, if possible, agree on a legal, valid, and enforceable substitute provision that is as similar in effect to the deleted provision as possible. The remaining portion of the Agreement not determined to be illegal, invalid, or unenforceable shall, in any event, remain valid and effective for the term remaining unless the provision found illegal, invalid, or unenforceable goes to the essence of this Agreement.

5. **Privacy.** Allied Universal will use commercial reasonable efforts to limit the disclosure of information regarding persons subjected to the Services, and shall be responsible for any negligent or intentional disclosure of such information by its employees of any personally identifiable information or health information.

6. **Responsibility.** Allied shall exercise the same degree of care, skill, and diligence in performing the services as a reasonable consultant in Allied’s position would use to perform the Services. Allied shall coordinate

all reports, information, specifications, and other items and services furnished under this agreement. As Allied Universal is not a healthcare provider, Allied disclaims any warranty or guaranty that the Services will detect the presence of the Coronavirus or other illness and/or prevent COVID-19 or any other illness. (B): This Agreement is entered into solely for the mutual benefit of the parties hereto and absolutely no benefits, rights, duties, obligations, or causes of action, for breach or negligence, gross negligence or intentional acts are intended or created by this Agreement as to any third parties, including employees, licensees or invitees of the parties and any such benefits, rights, duties, or obligations are hereby disclaimed. Washoe County does not and will not waive any defenses or liability limitations set forth in NRS Chapter 41. The parties agree that each will be responsible for any liability, damages or loss that may be incurred as a result of any claim, demand, cost or judgment made against that party to the extent caused by an intentional, reckless, negligent act or negligent failure to act by any of that party’s employees, agents, servants in connection with work or responsibility performed pursuant to this Agreement.

7. **Limitation of Liability.** Washoe County does not and will not waive any defenses or liability limitations set forth in NRS Chapter 41. Notwithstanding anything to the contrary, Allied Universal’s liability, inclusive of defense costs, in respect of this Agreement or related to the Services shall in no event exceed the greater of (i) the annualized fees and charges paid by Client hereunder, or (ii) \$1 million. Neither Client nor Allied Universal shall be liable to the other for any consequential, indirect or special damages or damages in respect of lost profits. Contract liability of both parties shall not be subject to punitive damages.

8. **Insurance.** Client shall maintain sufficient property and casualty insurance to cover Client’s obligations under this Agreement. Client waives any right of recovery and its insurers’ right of subrogation against Allied Universal for any loss or damage resulting from the Services or hereunder.

9. **Force Majeure.** To the extent that Allied Universal is unable to perform, or is delayed in performing, the Services due to any cause reasonably beyond Allied Universal’s control, whether occurring naturally, by government action or otherwise, such nonperformance or delayed performance shall not be deemed a breach of this Agreement by Allied Universal. On occurrence of a Force Majeure Event, Allied shall promptly notify County of occurrence of that Force Majeure Event, its effect on performance, and how long that party expects it to last. Thereafter, Allied shall update that information as reasonably necessary. During a Force Majeure Event, Allied shall use reasonable efforts to limit damages to the County and to resume its performance under this agreement.

10. **Survival.** Obligations and liabilities of the parties hereunder will be deemed to survive any termination or expiration of this Agreement.

11. **Termination Of Agreement:** Client reasonably believes that funds can be obtained sufficiently to make all payments during the term of this Agreement. If Client does not allocate funds to continue the function performed by Allied under this Agreement, this Agreement shall be



terminated when appropriated funds expire, without penalty, charge or sanction to the Client. Either Party may terminate this Agreement without cause by providing 30 days written notice to Allied.

12. Applicable Law, Venue: This Agreement and the performance thereunder is governed, interpreted and construed in accordance with Nevada law, without regard to choice of law principles. Each party consents to personal jurisdiction and exclusive venue in the Second Judicial District Court in and for the County of Washoe located in Washoe County, Nevada. All rights and remedies specified herein are in addition to any other rights or remedies at law or in equity, unless designated as an exclusive remedy in this Agreement.

13. Non-Assignment: This Agreement may not be assigned by either Party without the express written consent of the other.

14. Notice: (a) For a notice or other communication under this agreement to be valid, it must be in writing and delivered (1) by hand, (2) by a national transportation company, with all fees prepaid, or (3) by registered or certified mail, return receipt requested and postage prepaid. A valid notice or other communication under this agreement will be effective when received by the other party to which it is addressed. It will be deemed to have been received as follows:

- a. if it is delivered by hand, delivered by a national transportation company with all fees prepaid, or delivered by registered or certified mail, return receipt requested and postage prepaid, on receipt as indicated by the date on the signed receipt; and
- b. if the party to which it is addressed rejects or otherwise refuses to accept it, or if it cannot be delivered because of a change in address for which no notice was given, then on that rejection, refusal, or inability to deliver.
- c. For a notice or other communication to a party under this contract to be valid, it must be addressed using the information specified below for that party or any other information specified by that party in a notice in accordance with this section.

To County: Mark Stewart, Purchasing and Contracts  
Manager  
Washoe County Comptroller  
1001 East 9th Street  
Reno, NV 89512

To Allied: [Name, Title]  
[Company]  
[Address]

If a notice or other communication address to a party is received after 5pm on a business day at the location specified in the address for that party, or on a day that is not a business day, then the notice will be deemed received at 9am on the next business day.



EXHIBIT "A"  
Service Specifications

1. Service Locations:

Any Washoe County location identified in Exhibit B for security services

2. Scope of Work:

As described in Exhibit B, Officers at locations may be called upon to take temperature of employees or the public entering buildings via a non-contact infrared thermometer. Using screening criteria identified in post orders, notify employee or public they may not enter the building if the thermometer reading indicates a fever as identified by Washoe County. Officer will also notify employees and public of face-covering requirement to enter the building. Officers will follow post orders by location regarding notification if anyone refuses to follow instructions and enters the building with a fever or refuses to wear face covering. Where officers are conducting screening for any period of time they will wear appropriate PPE

3. PPE: PPE currently identified as required for the Services is as follows:

- At a distance of 6 ft or greater
  - No additional PPE is required
- At a distance of 6 ft or less with NO physical barrier, such as a plexiglass partition or guard:
  - Face shield
  - Surgical mask or Face Covering
  - Disposable Gown
  - Disposable Gloves
- At a distance of 6 ft or less WITH a physical barrier, such as a plexiglass partition or guard:
  - Surgical Mask or Face Covering
  - Safety Glasses
  - Disposable Gloves

**PPE requirements are subject to change based on applicable law or health authority guidance.**

4. Fees and Charges:

Client will pay Allied Universal for the Services at the following rates and charges:

Hourly rates for officers will be paid as identified in Exhibit C of to contract for security services.



*[Check if applicable:]*

- HELIAUS® integrated security solution will be provided by Allied Universal (requires completion of HELIAUS Order Form).

Allied Universal's fees and charges do not include local, state, federal or non-U.S. taxes, or levies of any nature imposed on amounts paid or charged for the Services ("Taxes"), and all such Taxes will be borne by Client. Client Agrees to pay for Allied Universal's costs related to laws, regulation, guidance pertaining to the Services.

**Exhibit AA**  
**Scope of Work Washoe County for FY21**  
**July 1, 2020 – June 30, 2021**

<b>Facility Name &amp; Address</b>	<b># of officers</b>	<b>Schedule</b>		<b>Notes</b>
County Complex 1001 E Ninth St, Buildings A-D	1 Armed	40 hours per week	Monday-Friday	General patrol of complex. Responds to Building E (Senior Center) or Building F (Medical Examiner) if needed.
County Complex 1001 E Ninth, St, Buildings A-D	4 Unarmed	160 hours per week	Monday-Friday	COVID-19 access control to Administrative Complex. Temperature checking and communicating to public what services are open/available during that time.
Mills B Lane Justice Center 1 S Sierra St (WCSO Background Cleared)	1 Armed / 7 Unarmed	40 hours per week armed/4.5 OT hours per week armed/260 hours per week unarmed	Monday-Friday	Armed officer threat assessment and Unarmed officer x-ray/magnetometer checkpoint security to screen for prohibited items.
District Court 75 Court St (WCSO Background Cleared)	1 Unarmed	40 hours per week	Monday-Friday	COVID-19 access control for employee entrance. Temperature checking and x-ray/magnetometer checkpoint security to screen for prohibited items.
Vehicle Patrol Officer Armed (WCSO Background Cleared)	1 Armed	40 hours per week	Monday-Friday	Covers meal break for County Complex armed officer. Covers BOFC/BCC meetings on 2 <sup>nd</sup> , 3 <sup>rd</sup> , 4 <sup>th</sup> Tuesday of month. Patrols on foot and in vehicle at multiple County facilities as assigned. Based out of Our Place Campus.
Family Engagement Center 905 E Prater Way	2 Unarmed	84 hours per week	Monday-Saturday	Provides low profile security for families and children inside/outside of building.
Human Services 350 S Center St	1 Armed/1 Unarmed	40 hours per week armed/40 hours per week unarmed	Monday-Friday	Armed officer threat assessment and x-ray/magnetometer checkpoint security to screen for prohibited items. Unarmed officer x-ray/magnetometer checkpoint security to screen for prohibited items.
Human Services Our Place Campus	1 Armed	168 hours per week	Monday-Sunday	General patrol of complex.

**Exhibit AA**  
**Scope of Work Washoe County for FY21**  
**July 1, 2020 – June 30, 2021**

Glendale Ave & S 21 <sup>st</sup> St				
Reno Library 301 S Center St	1 Unarmed	49.75 hours per week	Monday-Sunday	General patrol of inside/outside of building
District Court 75 Court St (WCSO Background Cleared)	1 Armed/5 Unarmed	69.5 hours per week armed/204 hours per week unarmed	Monday-Saturday	Armed officer threat assessment and Unarmed officer x-ray/magnetometer checkpoint security to screen for prohibited items.
Jan Evans Juvenile Justice Center (WCSO Background Cleared)	1 Armed/2 Unarmed	49 hours per week armed/1 OT hour per week armed/80 hours per week unarmed	Monday-Friday	Armed officer threat assessment and Unarmed officer x-ray/magnetometer checkpoint security to screen for prohibited items.
Courts Break Coverage (WCSO Background Cleared)	1 Armed	40 hours per week	Monday-Friday	Armed officer break coverage for Reno court locations
Courts Supervisor (WCSO Background Cleared)	1 Armed	40 hours per week	Monday-Sunday	Responsible for Court locations & Human Services 350 S Center St. Based out of Mills B Lane Justice Center
Non-Courts Supervisor (WCSO Background Cleared)	1 Armed	40 hours per week	Monday-Sunday	Responsible for Non-court locations except for Human Services 350 S Center St. Based out of Our Place Campus
Account Manager (WCSO Background Cleared)	1 Armed	45 hours per week	Monday-Sunday	Overall responsibility for account – liaison with nighttime patrol. Based out of 9 <sup>th</sup> Street County Complex
County Complex/Senior Center/Medical Examiner 1001/1155 E Ninth St /990 E Ninth St	Patrol	2 patrols/night	Monday-Sunday	Buildings A-E share parking lot. Building F is across 9 <sup>th</sup> Street at 990 E Ninth Street
Social Services 350 S Center St/Reno Library 301 S Center St	Patrol	2 patrols/night	Monday-Sunday	Check building perimeter/door security.
Liberty Center Parking Garage 220 S Center St	Patrol	2 Patrols/night	Monday-Sunday	Check parking garage interior, stairwells and elevator for trespassers sleeping/littering/graffiti at location

**Exhibit AA**  
**Scope of Work Washoe County for FY21**  
**July 1, 2020 – June 30, 2021**

Family Engagement Center 905 E Prater Way	Patrol	1 patrol/night	Monday-Sunday	Check building perimeter/door security.	
Miscellaneous County locations	Patrol	1 patrol/night	Monday-Sunday	Location security	Check bu
County Complex 1001 E Ninth St	1 Armed/4 Unarmed	Reno Rodeo: 24 OT hours armed/156 OT hours unarmed  Hot August Nights: 144 OT hours unarmed	Varies based on event schedule	Parking lot access control to keep special event attendees out of parking lots during business hours.	
Miscellaneous County Facility Locations (library branches/human services locations/parks locations)	Armed or Unarmed	810 OT hours armed/ 1067 OT hours unarmed	Monday-Sunday	Locking and unlocking facilities, access control and maintaining security of facility during events including, but not limited to: Food Distribution, Clinics, Support Groups, Dances, Public Meetings, Parking Enforcement, Capital/Facilities Projects, Employee Events, Third-party events at County facilities.	
County Complex 1001 E Ninth St	1 Unarmed	Registrar of Voters Election Events: 142 OT hours unarmed	Monday-Sunday	Lock/Unlock facilities. Maintain security of facility during events.	
Hawkins Amphitheater 6000 Bartley Ranch Rd	2 Unarmed	240 OT hours unarmed	Monday-Sunday	Guest screening during entry for prohibited items. Perimeter security of event. Ensure entrance/exit and walkways are clear during event.	

**Exhibit B**  
**Pricing for Washoe County for FY21**  
**July 1, 2020 – June 30, 2021**

	CM-9th Street Admin Complex		
Position Description	Jul-Sept 2020 hours	Rate	
Armed Regular	520	\$ 25.64	\$ 13,332.80
Armed Regular OT^*	48.5	\$ 38.46	1865.31
Unarmed Regular OT^~	312	\$ 30.30	\$ 9,453.60
Position Description	Oct 2020-Jun 2021 hours	Rate	
Armed Regular	1560	\$ 26.28	\$ 40,998.36
Armed Regular OT^*	169.5	\$ 39.42	\$ 6,681.69
Unarmed Regular OT^~	634	\$ 31.06	\$ 19,690.46
		<b>BUDGET</b>	\$ 92,022.22

	CM - Acct Manager & Supervisors		
Position Description	Jul-Sept 2020 hours	Rate	
Account Manager	585	\$ 35.44	\$ 20,732.40
Armed CSO (Supv)	1040	\$ 32.43	\$ 33,727.20
Position Description	Oct 2020-Jun 2021 hours	Rate	
Account Manager	1755	\$ 38.09	\$ 66,847.95
Armed CSO (Supv)	3120	\$ 33.52	\$ 104,582.40
		<b>BUDGET</b>	\$ 225,889.95

	CM - Courts - 1 S Sierra		
Position Description	Jul-Sept 2020 hours	Rate	
Armed CSO	520	\$ 30.92	\$ 16,078.40
Armed CSO OT	58.5	\$ 46.38	\$ 2,713.23
Armed CSO Break Coverage	520	\$ 30.92	\$ 16,078.40
Unarmed CSO	3380	\$ 25.64	\$ 86,663.20
Position Description	Oct 2020-Jun 2021 hours	Rate	
Armed CSO	1560	\$ 31.99	\$ 49,904.40
Armed CSO OT	175.5	\$ 47.99	\$ 8,422.25
Armed CSO Break Coverage	1560	\$ 31.99	\$ 49,904.40
Unarmed CSO	10140	\$ 26.28	\$ 266,489.34
		<b>BUDGET</b>	\$ 496,253.62

**Exhibit B**  
**Pricing for Washoe County for FY21**  
**July 1, 2020 – June 30, 2021**

<b>CM - Courts - 75 Court</b>			
<b>Position Description</b>	<b>Jul-Sept 2020 hours</b>	<b>Rate</b>	
<b>Armed CSO</b>	903.5	\$ 30.92	\$ 27,936.22
<b>Unarmed CSO</b>	2652	\$ 25.64	\$ 67,997.28
<b>Position Description</b>	<b>Oct 2020-Jun 2021 hours</b>	<b>Rate</b>	
<b>Armed CSO</b>	2710.5	\$ 31.99	\$ 86,708.90
<b>Unarmed CSO</b>	7956	\$ 26.28	\$ 209,091.64
		<b>BUDGET</b>	\$ 391,734.03

<b>CM - Courts - Jan Evans</b>			
<b>Position Description</b>	<b>Jul-Sept 2020 hours</b>	<b>Rate</b>	
<b>Armed CSO</b>	520	\$ 30.92	\$ 16,078.40
<b>ARMED CSO OT</b>	13	\$ 46.38	\$ 602.94
<b>Unarmed CSO</b>	1040	\$ 25.64	\$ 26,665.60
<b>Position Description</b>	<b>Oct 2020-Jun 2021 hours</b>	<b>Rate</b>	
<b>Armed CSO</b>	1560	\$ 31.99	\$ 49,904.40
<b>ARMED CSO OT</b>	39	\$ 47.99	\$ 1,871.61
<b>Unarmed CSO</b>	3120	\$ 26.28	\$ 81,996.72
		<b>BUDGET</b>	\$ 177,119.67

<b>CM - Courts - Sparks Justice Court</b>			
<b>Position Description</b>	<b>Jul-Sept 2020 hours</b>	<b>Rate</b>	
<b>Armed CSO</b>	520	\$ 30.92	\$ 16,078.40
<b>ARMED CSO OT</b>	0	\$ 46.38	\$ -
<b>Unarmed CSO</b>	1560	\$ 25.64	\$ 39,998.40
<b>ARMED CSO OT*</b>	27	\$ 46.38	\$ 1,252.26
<b>Position Description</b>	<b>Oct 2020-Jun 2021 hours</b>	<b>Rate</b>	
<b>Armed CSO</b>	1560	\$ 31.99	\$ 49,904.40
<b>ARMED CSO OT</b>	0	\$ 47.99	\$ -
<b>Unarmed CSO</b>	4680	\$ 26.28	\$ 122,995.08
<b>ARMED CSO OT*</b>	81	\$ 47.99	\$ 3,887.19
<b>*Admin Hearings</b>		<b>BUDGET</b>	\$ 228,976.28

**Exhibit B**  
**Pricing for Washoe County for FY21**  
**July 1, 2020 – June 30, 2021**

	COVID-19 Screening		
Position Description	Jul-Sept 2020 hours	Rate	
Unarmed CSO - Employee Entrance 75 Court	520	\$ 25.64	\$ 13,332.80
Unarmed Regular - 9th Street A, B, D	1560	\$ 22.44	\$ 35,006.40
Unarmed Regular - 9th Street breaks	520	\$ 22.44	\$ 11,668.80
Position Description	Oct 2020-Jun 2021 hours	Rate	
Unarmed CSO - Employee Entrance 75 Court	1560	\$ 26.28	\$ 40,998.36
Unarmed Regular - 9th Street A, B, D	4680	\$ 22.97	\$ 107,499.60
Unarmed Regular - 9th Street breaks	1560	\$ 22.97	\$ 35,833.20
		<b>BUDGET</b>	\$ 244,339.16

	CM - Reno Library		
Position Description	Jul-Sept 2020 hours	Rate	
Unarmed Regular	646.75	\$ 20.20	\$ 13,064.35
Position Description	Oct 2020-Jun 2021 hours	Rate	
Unarmed Regular	1940.25	\$ 20.71	\$ 39,193.05
		<b>BUDGET</b>	\$ 52,257.40

**Exhibit B**  
**Pricing for Washoe County for FY21**  
**July 1, 2020 – June 30, 2021**

<b>CM - Nighttime Patrol</b>			
<b>Position Description</b>	<b>Jul-Sept 2019 patrols</b>	<b>Cost per patrol</b>	
9th Street Adm Patrol	182	\$ 14.71	\$ 2,677.22
Liberty Center/Library Patrol	182	\$ 14.71	\$ 2,677.22
Family Engagement Center Patrol	91	\$ 14.71	\$ 1,338.61
S Center Parking Garage Patrol	182	\$ 14.71	\$ 2,677.22
One additional location	91	\$ 14.71	\$ 1,338.61
<b>Position Description</b>	<b>Oct 2019-Jun 2020 patrols</b>	<b>Cost per patrol</b>	
9th Street Adm Patrol	546	\$ 15.08	\$ 8,232.45
Liberty Center/Library Patrol	546	\$ 15.08	\$ 8,232.45
Family Engagement Center Patrol	273	\$ 15.08	\$ 4,116.23
S Center Parking Garage Patrol	546	\$ 15.08	\$ 8,232.45
One additional location	273	\$ 15.08	\$ 4,116.84
		<b>BEGINNING BUDGET</b>	\$ 43,639.30

<b>CM - Patrol Driver</b>			
<b>Position Description</b>	<b>Jul-Sept 2020 hours</b>	<b>Rate</b>	
Daytime Patrol Driver	520	\$ 30.92	\$ 16,078.40
Nighttime Patrol Driver	0	\$ 25.64	\$ -
AUS Vehicle & Fuel			\$ 5,601.00
Cell Phone with Heliaus			\$ 450.00
<b>Position Description</b>	<b>Oct 2020-Jun 2021 hours</b>	<b>Rate</b>	
Daytime Patrol Driver	1560	\$ 31.99	\$ 49,904.40
Nighttime Patrol Driver	0	\$ 26.28	\$ -
AUS Vehicle & Fuel			\$ 16,803.00
Cell Phone with Heliaus			\$ 1,350.00
		<b>BUDGET</b>	\$ 90,186.80

**Exhibit B**  
**Pricing for Washoe County for FY21**  
**July 1, 2020 – June 30, 2021**

<b>CM - Senior Center</b>			
<b>Position Description</b>	<b>Jul-Sept 2020 hours</b>	<b>Rate</b>	
<b>Armed Regular</b>	260	\$ 25.64	\$ 6,666.40
<b>Position Description</b>	<b>Oct 2020-Jun 2021 hours</b>	<b>Rate</b>	
<b>Armed Regular</b>	780	\$ 26.28	\$ 20,499.18
		<b>BUDGET</b>	\$ 27,165.58

<b>CSD- Hawkins</b>			
<b>Position Description</b>	<b>Jul-Sept 2020 hours</b>	<b>Rate</b>	
<b>Unarmed Regular OT</b>	160	\$ 30.30	\$ 4,848.00
<b>Position Description</b>	<b>Oct 2020-Jun 2021 hours</b>	<b>Rate</b>	
<b>Unarmed Regular OT</b>	80	\$ 31.06	\$ 2,484.60
		<b>BUDGET</b>	\$ 7,332.60

<b>HSA - 350 S Center</b>			
<b>Position Description</b>	<b>Jul-Sept 2020 hours</b>	<b>Rate</b>	
<b>Armed Regular</b>	520	\$ 25.64	\$ 13,332.80
<b>Unarmed Regular - COVID screening</b>	520	\$ 22.44	\$ 11,668.80
<b>Position Description</b>	<b>Oct 2020-Jun 2021 hours</b>	<b>Rate</b>	
<b>Armed Regular</b>	1560	\$ 26.28	\$ 40,998.36
<b>Unarmed Regular - COVID screening</b>	1560	\$ 22.97	\$ 35,833.20
		<b>BUDGET</b>	\$ 101,833.16

**Exhibit B**  
**Pricing for Washoe County for FY21**  
**July 1, 2020 – June 30, 2021**

<b>HSA - Family Engagement Center</b>			
<b>Position Description</b>	<b>Jul-Sept 2020 hours</b>	<b>Rate</b>	
Unarmed Regular	520	\$ 20.20	\$ 10,504.00
Unarmed Regular - COVID screening	572	\$ 22.44	\$ 12,835.68
<b>Position Description</b>	<b>Oct 2020-Jun 2021 hours</b>	<b>Rate</b>	
Unarmed Regular	1560	\$ 20.71	\$ 32,307.60
Unarmed Regular - COVID screening	1716	\$ 22.97	\$ 39,416.52
		<b>BUDGET</b>	\$ 95,063.80

<b>HSA - Our Place</b>			
<b>Position Description</b>	<b>Jul-Sept 2020 hours</b>	<b>Rate</b>	
Armed Regular	2184	\$ 25.64	\$ 55,997.76
<b>Position Description</b>	<b>Oct 2020-Jun 2021 hours</b>	<b>Rate</b>	
Armed Regular	6552	\$ 26.28	\$ 172,193.11
		<b>BUDGET</b>	\$ 228,190.87

<b>Registrar of Voters</b>			
<b>Position Description</b>	<b>Jul-Sept 2020 hours</b>	<b>Rate</b>	
Unarmed Regular OT	0	\$ 30.30	\$ -
<b>Position Description</b>	<b>Oct 2020-Jun 2021 hours</b>	<b>Rate</b>	
Unarmed Regular OT	142	\$ 31.06	\$ 4,410.17
		<b>BUDGET</b>	\$ 4,410.17

<b>Health District - Xtra</b>			
<b>Position Description</b>	<b>Jul-Sept 2020 hours</b>	<b>Rate</b>	
Unarmed Regular OT	40	\$ 30.30	\$ 1,212.00
<b>Position Description</b>	<b>Oct 2020-Jun 2021 hours</b>	<b>Rate</b>	
Unarmed Regular OT	120	\$ 31.06	\$ 3,726.90
		<b>BUDGET</b>	\$ 4,938.90

**Exhibit B**  
**Pricing for Washoe County for FY21**  
**July 1, 2020 – June 30, 2021**

<b>HSA - 3rd Party</b>			
<b>Position Description</b>	<b>Jul-Sept 2020 hours</b>	<b>Rate</b>	
Armed Regular OT	76	\$ 38.46	\$ 2,922.96
Unarmed Regular OT	54	\$ 30.30	\$ 1,636.20
<b>Position Description</b>	<b>Oct 2020-Jun 2021 hours</b>	<b>Rate</b>	
Armed Regular OT	228	\$ 39.42	\$ 8,987.76
Unarmed Regular OT	185	\$ 31.06	\$ 5,745.64
		<b>BUDGET</b>	\$ 19,292.56

<b>Library - Xtra</b>			
<b>Position Description</b>	<b>Jul-Sept 2020 hours</b>	<b>Rate</b>	
Unarmed Regular OT	12	\$ 30.30	\$ 363.60
<b>Position Description</b>	<b>Oct 2020-Jun 2021 hours</b>	<b>Rate</b>	
Unarmed Regular OT	10	\$ 31.06	\$ 310.58
		<b>BUDGET</b>	\$ 674.18

<b>Other - Xtra</b>			
<b>Position Description</b>	<b>Jul-Sept 2020 hours</b>	<b>Rate</b>	
Armed Regular OT	78	\$ 38.46	\$ 2,999.88
Unarmed Regular OT		\$ 30.30	\$ -
<b>Position Description</b>	<b>Oct 2020-Jun 2021 hours</b>	<b>Rate</b>	
Armed Regular OT	234	\$ 39.42	\$ 9,224.28
Unarmed Regular OT		\$ 31.06	\$ -
		<b>BUDGET</b>	\$ 12,224.16

**TOTAL CONTRACT BUDGET \$ 2,526,188.55**