



REVIEWED
LEGAL COUNSEL

For Recording Stamp Only

**DESCHUTES COUNTY SERVICES CONTRACT
CONTRACT NO. 2022-870**

Contract Documents. This Contract includes Page 1-14 and Exhibits A-F. The exhibits are attached hereto and incorporated by this reference. Contractor's services are funded through the County's Letter of Agreement with Central Oregon Health Council (COHC). The program is further described in **Exhibit "A"**, attached hereto and incorporated by this reference.

CONTRACTOR DATA AND SIGNATURE

A Federal tax ID number or Social Security number is required to be provided by the Contractor and shall be used for the administration of state, federal and local tax laws. Payment information shall be reported to the Internal Revenue Service under the name and Federal tax ID number or, if none, the Social Security number provided on the W-9 form and/or Deschutes County Vendor Application form.

I have read this Contract including the attached Exhibits. I understand this Contract and agree to be bound by its terms.

Signature: *Nick Orlik*
Email: nick.orlik@aus.com
Title: Regional Vice President
Company: Allied Universal

DESCHUTES COUNTY SIGNATURE

DATED this _____ day of _____, 2022

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

PATTI ADAIR, Chair

ANTHONY DeBONE, Vice Chair

ATTEST:

Recording Secretary

PHIL CHANG, Commissioner

CONTRACT
BETWEEN
DESCHUTES COUNTY
AND
UNIVERSAL PROTECTION SERVICE, LP
DBA ALLIED UNIVERSAL SECURITY SERVICES
FOR
PRIVATE SECURITY SERVICES FOR
DESCHUTES COUNTY STABILIZATION CENTER

This is a Contract ("Contract"), made and entered into by and between: Deschutes County Oregon, a political subdivision of the State of Oregon, acting by and through, Deschutes County Health Services, Behavioral Health Division, hereinafter referred to as "County";

And

Universal Protection Service, LP DBA Allied Universal Security Services, a Limited Partnership registered in the State of Oregon, hereinafter referred to as "Contractor", (collectively referred to as "Parties").

WITNESSETH:

WHEREAS, County and contracted partners has undertaken the development of a Stabilization Center Project, located: 63311 NE Jamison Street, Bend, Oregon 97701, herein referred to as Deschutes County Stabilization Center (DCSC); and

WHEREAS, County desires to maintain continuous and uninterrupted Private Security services to safeguard persons and property at DCSC;

WHEREAS, a Request for Proposal (RFP) was issued requesting proposals for Private Security Services for DCSC location; and based on the terms of the RFP the Contract is being executed, subject to contractor performance and continued funding.

WHEREAS, Contractor represents that it is experienced in the business of providing the Private Security Services required under this Contract; and

WHEREAS, County desires to engage Contractor to provide Private Security Services at DCSC under an agreement containing mutually satisfactory terms and covenants; NOW THEREFORE

IN CONSIDERATION, of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, the Parties agree as follows:

ARTICLE 1:

RECITALS:

- 1.1 The above recitals are true and correct and are incorporated herein as set forth in full hereunder.
- 1.2 County finds that the provision of Private Security Services at the Deschutes County Stabilization Center as set forth in this Contract is in the best interest of the public and residents of Deschutes County.

ARTICLE 2:

DEFINITIONS AND IDENTIFICATIONS:

The following definitions apply unless the context in which the word or phrase used requires a different definition:

- 2.1 **Board** – The Board of County Commissioners of Deschutes County, Oregon.
- 2.2 **County Administrator** – The administrative head of County appointed by the Board.
- 2.3 **Department Director** – Director or designee of Deschutes County Health Services.
- 2.4 **Performance Monitoring** – Methods used by the Department Director or designee on behalf of County to monitor Contractor’s performance using typical techniques such as, but not limited to, random and planned sampling, surveys, scheduled and unscheduled inspections, audits, security tests, and review of records and reports.
- 2.5 **Post Orders** – site-specific post orders outlining duties to be performed, and specific locations. Post Orders are working documents as a collaboration between County and Contractor, ensuring project needs are met.
- 2.6 **Private Security Professional** – An individual who performs, as the individual’s primary responsibility, private security services for consideration, regardless of whether the individual, while performing private security services, is armed or unarmed or wears a uniform or plain clothes, and regardless of whether the individual is employed part-time or full-time to perform private security services.
- 2.7 **Private Security Services** – Comprehensive professional services, including all necessary, incidental and related support services provided each and every day of the year, on a twenty-four (24) hour per day basis, and shall encompass duties and functions as defined in **Exhibit “A”**.

ARTICLE 3:

SCOPE OF SERVICES:

- 3.1 Contractor shall perform all work identified in this Agreement and **Exhibit “A”**. The Scope of Services is a description of Contractor’s obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable.
- 3.2 If this Contract is amended for any reason, the amendment shall be in writing, signed by all parties, and fully effective before Contractor performs work subject to the amendment.
- 3.3 Throughout the term of this Contract, Contractor shall keep fully informed of and comply with all federal, state, county and local laws, ordinances, codes, and regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which, in any manner, affect services to be provided under the terms of this Contract. Contractor, its subcontractors, and their officers, agents, and employees shall at all times observe and comply with all such laws, ordinances, codes, rules, regulations, orders, and decrees in performing its duties, responsibilities, and obligations related to this Contract.

ARTICLE 4:

TERM AND TIME OF PERFORMANCE:

- 4.1 The effective date of this Contract shall be **January 1, 2023**. Unless extended or terminated earlier in accordance with its terms, this Contract shall terminate when County accepts Contractor's completed performance or on **June 30, 2024**, whichever date occurs first. Contract termination shall not extinguish or prejudice County’s right to enforce this Contract with respect to any default by Contractor that has not been cured. This Contract may be renewed or extended only upon written agreement of the Parties.
- 4.2 All duties, obligations and responsibilities of Contractor required by this Contractor shall be completed no later than **June 30, 2024**. Time shall be deemed to be of the essence in performing the duties, obligations, and responsibilities required by this Contract.

ARTICLE 5:

OBLIGATIONS OF SECOND PARTY:

- 5.1 Contractor shall provide Private Security Services at Deschutes County Stabilization Center (DCSC), according to the terms and conditions of this Contract. The hours during which Contractor is to conduct its operations shall be twenty-four (24) hours a day, seven (7) days a week, including holidays. Contractor shall provide adequate personnel at all times. Contractor shall provide all personnel, equipment, uniforms, and related office equipment and supplies for the uninterrupted and safe performance of duties, as described in "**Exhibit A**". Contractor shall guarantee and provide evidence that all applicable security personnel have completed all training courses in accordance with industry standard business practices.
- 5.2 Prior to commencement of operations pursuant to this Contract and throughout the Term and any renewal, Contractor shall secure and maintain any and all permits, insurance, and licenses; ensure that such permits, insurance and licenses list Contractor as the permittee and/or licensee. Contractor shall maintain and provide upon request by County satisfactory documentary evidence of all such requisite licenses, insurance, legal permits, and notifications as hereinabove required.
- 5.3 Contractor shall implement its Screening, Hiring, and Training practices as outlined in its response to the Request for Proposal pursuant to which this Contract was awarded, which assesses and measures security service performance. At County's request, Contractor shall meet with County Director or designee, to review any complaints or concerns and to promptly correct any deficiencies regarding operations under this Contract. County's determination as to quality of operation or services shall be conclusive and curative measures shall be implemented by Contractor as expeditiously as possible.
- 5.4 **Attorney Fees.** In the event an action, suit or proceeding, including appeal there from, is brought for breach of any of the terms of this Contract, or for any controversy arising out of this Contract, each Party shall be responsible for its own attorney's fees, expenses, costs and disbursements for said action, suit, proceeding or appeal.
- 5.5 **Procedure for Determining a Performance Standard Breach.** Except as otherwise provided for under this Contract, the determination as to whether performance standards have been met is at the County Health Director, or designee, reasonable discretion, as applicable.
- A. The notice of Performance Standard Breach will become final unless, no later than ten (10) calendar days after Contractor receives the notice of Performance Standard Breach, Contractor provides the Health Director or designee, as applicable, with a written statement accompanied by Contractor's evidence that the breach did not occur. County Health Director or designee, as applicable, shall review that evidence and determine, in their reasonable discretion, whether Contractor has demonstrated that the breach did not occur.
- B. The Health Director or designee, as applicable, shall review Contractor's evidence as soon as reasonably possible after timely receipt of the evidence.

ARTICLE 6:

OFFICE SPACE:

- 6.1 County will provide designated office space at the DCSC to include water, sewer, electric and janitorial services.

ARTICLE 7:

COMPENSATION:

- 7.1 **Maximum Amount Not-To-Exceed Compensation.**

County agrees to pay Contractor, as compensation for performance of Private Security Services rendered at DCSC location as related to **Exhibit "A"**, required under the terms of this Contract, the hourly costs as described in this Section up to a maximum amount not-to-exceed **\$250,287.76**. The method of compensation shall be that of "maximum amount not-to-exceed," which means Contractor shall perform all services set forth herein for total compensation in the amount of or less than that stated above. The total hourly rates payable by County for each of Contractor's employee categories shall be shown on **Exhibit "A", Paragraph 3 "Consideration"**.

7.2 **Method of Invoicing and Payment.**

- A. Contractor may submit invoices for compensation to County no more than a bi-weekly basis, but only after the services for which the invoices are submitted have been completed. An invoice is due within thirty (30) days of the end of the month. Invoices shall designate the nature and date of the services performed. Invoice and supporting documentation must be sent to County Accounts Payable by e-mail at: _HSAccountsPayable@deschutes.org; cc: Kimberly.bohme@deschutes.org.
- B. County shall pay Contractor within thirty (30) calendar days of receipt and approval of Contractor's proper invoice. To be deemed proper, all invoices must comply with the requirements set forth in this Section 7.2. Payment may be withheld for failure of Contractor to comply with a term, condition, or requirement of this Contract.
- C. Notwithstanding any provision of this Contract to the contrary, County may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work which has not been remedied or resolved in a manner satisfactory to the County Director or designee, as applicable, or failure to comply with this Contract. The amount withheld shall not be subject to payment of interest by County.
- D. Contractor shall not invoice and County will not pay, any amount in excess of the maximum compensation set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs work subject to the amendment. No payment will be made for any services performed before the beginning date or after the expiration date of this Contract.
- E. It is understood and agreed that in the event funds are not awarded to County from County's Letter of Agreement with Central Oregon Health Council (COHC) or other funding sources, as applicable, or if the amount of funds County actually receives from funding sources is less than anticipated, County may either immediately terminate this Contract or decrease the total compensation and reimbursement to be paid hereunder upon agreement of the Parties.
- F. In the event that a statutorily required operating license, insurance, or letter of approval is suspended or not extended, County's obligation to provide reimbursement for services or program expenses hereunder related to services rendered without the necessary license, insurance, or approval will cease on the date of termination of this Contract (whether in whole or in part) or the date of expiration or suspension of the license, insurance, or letter of approval, whichever date is earlier.
- G. The services to be provided by Contractor under the terms of this Contract shall not be performed by anyone other than Contractor, or approved subcontractor, unless prior written approval from County Director or designee, is given. Contractor shall require all approved subcontractors to keep such records and accounts as may be necessary in order to provide correct entries as to personnel hours and all other amounts charged to Contractor. Contractor shall require the subcontractors to keep all of their books and records of personnel hours and all amounts charged to Contractor for a period of three (3) years following the end of each period covered by this Contract and make same available at Contractor's offices, at all reasonable times, for examination and audit by County. County shall have the right, through its representatives, and at all reasonable times, to inspect and audit any and all books and records related to this Contract.

7.3 **Bill Rate Adjustments.** Notwithstanding anything to the contrary, in the event that Contractor experiences an increase in its costs resulting from any increase, whether or not anticipated, in or resulting from: (1) Federal, state or local taxes, levies, or required withholdings imposed or assessed on amounts payable to and/or by Contractor hereunder or by or in respect of Contractor to its personnel; (2) Federal, state or local minimum wage rates, mandated paid time off and/or sick leave, changes in overtime wage regulations, uniform maintenance expenses or other required employee allowances, licensing fees, or wage, medical, welfare and other benefit costs under collective bargaining agreements; and/or (3) costs related to medical and/or welfare benefits and other requirements, including without limitation costs incurred by Contractor pursuant to applicable federal, state and/or local law, the billing rates shall be increased by a percentage equal to the percentage increase in Contractor's costs resulting from the items set forth in this paragraph. Contractor will provide the County notice of such change in the billing rates. Notwithstanding anything to the contrary, Contractor may pass through the costs set forth in this paragraph to the County as incurred or accrued and the County shall pay Contractor for such costs.

ARTICLE 8:

OPERATIONAL STANDARDS:

- 8.1 Independent Contractor.** County is not, by virtue of this Contract, a partner or joint venturer with Contractor in connection with activities carried out under this Contract, and shall have no obligation with respect to Contractor's debts or any other liabilities of each and every nature.
- 8.2 Contractor Not an Agent of County or State of Oregon.** It is agreed by and between the Parties that Contractor is not carrying out a function on behalf of the County, State of Oregon, or the United States and County. The State of Oregon and the United States do not have the right of direction or control of the manner in which Contractor delivers services under this Contract or exercise any control over the activities of the Contractor.
- 8.3 Contractor and Subcontractors.** Workers Compensation insurance must be in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2) or claiming exemption by conditions outlined in **Exhibit "D"**. Worker's Compensation Insurance to cover claims made under Worker's Compensation, disability benefit or any other employee benefit laws, including statutory limits in any state of operation with coverage B Employer's Liability coverage all at the statutory limits. In the absence of statutory limits the limits of said Employers liability coverage shall not be less than \$1,000,000 each accident, disease and each employee. This insurance must be endorsed with a waiver of subrogation endorsement, waiving the insured's right of subrogation against County.
- 8.4 Delegation and Reports.** Contractor shall not delegate the responsibility for providing services hereunder to any other individual or agency.
- 8.5 No Third Party Beneficiaries.** Contractor shall not delegate the responsibility for providing services hereunder to any other individual or agency.
- A. County and Contractor are the only Parties to this Contract and are the only Parties entitled to enforce its terms.
- B. Nothing in this Contract gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.
- 8.6 Constraints.** Pursuant to the requirements of ORS 279B.220 through 279B.335 and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this Contract:
- A. Contractor shall:
- 1) Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in this Contract.
 - 2) Pay all contributions or amounts due the Industrial Accident Fund from such contractor or subcontractor incurred in the performance of this Contract.
 - 3) Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.
 - 4) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
 - 5) Be responsible for all federal or state taxes applicable to compensation or payments paid to Contractor under this Contract and, unless Contractor is subject to backup withholding, County will not withhold from such compensation or payments any amount(s) to cover Contractor's federal or state tax obligations. Contractor is not eligible for any social security, unemployment insurance or workers' compensation benefits from compensation or payments paid to Contractor under this Contract, except as a self-employed individual.
- B. If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to Contractor or a subcontractor by any person in connection with this Contract as such claim becomes due, the proper offices representing County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due Contractor by reason of this Contract.

- C. Contractor shall promptly, as due, make payment to any person or partnership, association or corporation furnishing medical, surgical and hospital care or other needed care and attention incident to sickness and injury to the employees of Contractor, of all sums which Contractor agrees to pay for such services, and all monies and sums which Contractor collected or deducted from the wages of Contractor's employees pursuant to any law, contract or Contract for the purpose of providing or paying for such services.
- D. If required by applicable state or federal law, Contractor shall pay employees at least time and a half for all overtime worked in excess of forty (40) hours in any one week, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 or under the Fair Labor Standards Act of 1938 (29 U.S. C. 201, et seq.) from receiving overtime. If required by applicable state or federal law, persons employed under this contract shall receive at least time and a half for work performed on the legal holidays specified in ORS 279B.020(1)(b)(B) to (G) and for all time worked in excess of ten (10) hours in any one day or in excess of forty (40) hours in any one week, whichever is greater.
- E. This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein, which would conflict with law, are deemed inoperative to that extent.
- F. Contractor shall abide by all mandatory standards and policies which relate to energy efficiency and which are contained in the State of Oregon energy conservation plan that was issued in compliance with the Energy Policy and Conservation Act (PL 94-165).
- G. The individual signing on behalf of Contractor hereby certifies and swears under penalty of perjury that the individual is authorized to act on behalf of Contractor, the individual has authority and knowledge regarding Contractors' payment of taxes, and to the best of the individual's knowledge, Contractor is not in violation of any Oregon tax laws.

- 8.7 Contractor shall at all times retain and place qualified, competent, and experienced employees at DCSC to meet the requirement outlined in **Exhibit "A"**. Contractor's employees shall be clean, courteous, efficient, and neat in appearance. Contractor shall not employ any person or persons in or about the premises who shall use improper language, or act in a loud, boisterous or otherwise improper manner. The County shall be the sole judge on the question as to whether the conduct of Contractor's representatives is objectionable, and if so judged, Contractor shall take all steps necessary to eliminate the conditions which have occasioned such judgement.
- 8.8 Contractor shall immediately remove and keep removed from the DCSC premises any employee who participates in illegal acts, who violates DCSC rules and regulations, or the provisions of this Contract, or who, in the opinion of Contractor or the County, is otherwise detrimental to the public interest at the DCSC.
- 8.9 Contractor shall provide periodic reports, including, but not limited to, training reports, safety training, and other reports with County may request.

ARTICLE 9:

INDEMNIFICATION:

9.1 Indemnity and Hold Harmless.

- A. To the fullest extent authorized by law Contractor shall defend, save, hold harmless and indemnify the County and its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities costs and expenses of any nature to the extent caused by: (1) the negligent activities of Contractor or its officers, employees, contractors, or agents under this Contract; or (2) claims that the work, the work product or any other tangible or intangible items delivered to County by Contractor that may be the subject of protection under any state or federal intellectual property law or doctrine, or the County's use thereof, infringes any patent, copyright, trade secret, trademark, trade dress, mask work utility design or other proprietary right of any third party.
- B. Contractor shall have control of the defense and settlement of any claim that is subject to subparagraph a of this paragraph; however neither contractor nor any attorney engaged by Contractor shall defend the claim in the name of Deschutes County or any department or agency thereof, nor purport to act as legal representative of the County or any of its departments or agencies without first receiving from the County's legal counsel, in a form and manner determined appropriate by the County's legal counsel, authority to act as legal counsel for the County, nor shall Contractor settle any claim on behalf of the County without the approval of the County's legal counsel.

- C. To the extent permitted by Article XI, Section 10, of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, County shall defend, save, hold harmless and indemnify Contractor and its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities costs and expenses of any nature resulting from or arising out of, or relating to the activities of County or its officers, employees, contractors, or agents under this Contract.
- D. Contractors that are not units of local government as defined in ORS 190.003, shall as and if applicable, indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) to the extent caused, or alleged to be caused, by the negligent or willful acts or omissions of Contractor or any of the officers, agents, employees or subcontractors. It is the specific intention of the Parties that the State of Oregon shall, in all instances, except for claims to the extent caused by the negligent or willful acts or omissions of the State of Oregon, be indemnified from and against any and all claims.

ARTICLE 10:

INSURANCE:

- 10.1** Contractor shall maintain at its sole expense, at all times during the term of this Contract, at least the minimum insurance coverage designated in **Exhibit "B"** in accordance with the terms and conditions stated in this Article. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to County. County shall not authorize contractors to begin work under the Contract until the insurance is in full force. Thereafter, County shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. County shall enforce Contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Contract as permitted by the Contract provisions, or pursuing legal action to enforce the insurance requirements. In no event shall County permit Contractor to work under this Contract when the County is aware that Contractor is not in compliance with the insurance requirements.
- 10.2** Such policies shall be issued by companies authorized to do business in the State of Oregon, with a minimum AM Best financial rating of A-. Contractor shall include Deschutes County as an additional insured, to the extent of the Contractor's obligations under Article 9 of this Agreement and up to the required insurance coverage amount, under the primary and non-contributory Commercial General Liability policy. Coverage may be provided by the blanket endorsement that covers additional insureds where required by written contract. The official title of the Certificate Holder is Deschutes County Health Services.
- 10.3** Contractor shall furnish a current Certificate of Insurance required by this Article and **Exhibit "B"** to the County for all required insurance before Contractor performs under the Contract. Coverage is not to cease and is to remain in force until County determines all performance required of Contractor is completed. County shall be notified of any restriction or cancellation of coverage within thirty (30) days. If any of the insurance coverage will expire prior to the completion of the work, proof of insurance renewal shall be provided to County upon expiration.
- 10.4** County reserves the right to review and revise any insurance requirements at the time of renewal or amendment of this Contract, including, but not limited to, deductibles, limits, coverage, and endorsements.
- 10.5** If Contractor uses a subcontractor, Contractor shall ensure that each subcontractor names "Deschutes County" as an additional insured under the subcontractor's Commercial General Liability, Business Automobile Liability, and Excess/Umbrella policies, as applicable.

ARTICLE 11:

TERMINATION:

- 11.1** All or part of this Contract may be terminated by mutual consent of both Parties or by either Party at any time for convenience upon thirty (30) days' notice in writing to the other Party. The County may also terminate all or part of this Contract as specified below:
- A. Upon notice of denial, revocation, or non-renewal of any letter of approval, license, insurance, or certificate required by law or regulation to be held by the Contractor to provide a service under this Contract. County may terminate this Contract if Contractor does not provide County proof with satisfactory documentary evidence of all such requisite licenses, insurance, legal permits, and notifications as hereinabove required.

- B. This Contract shall be terminated immediately and no obligations, financial or otherwise, shall be imposed upon County if funding to the County from the County's General Funds or other sources is not obtained or is not continued at levels sufficient to allow for purchase of the indicated quantity of services. The County will give notice whenever possible.
- C. With thirty (30) days' written notice, if Federal or State regulations are modified or changed in such a way that services are no longer allowable for purchase under this Contract.
- D. With thirty (30) days' written notice, if Contractor fails to provide services, or fails to meet any performance standard as specified by the County in this Contract (or subsequent modifications to this Contract) within the time specified herein, or any extensions thereof.
- E. Upon written notice, if the Contractor fails to start services on the date specified in this Contract (or subsequent modifications to this Contract).
- F. Upon written or oral notice, if County has evidence that the Contractor has endangered or is endangering the health and safety of clients, residents, staff, or the public.
- G. Failure of the Contractor to comply with the provisions of this Contract and all applicable Federal, State and local laws and rules which may be cause for termination of this Contract. The circumstances under which this Contract may be terminated by either Party under this paragraph may involve major or minor violations. Major violations include, but are not limited to:
 - 1) Acts or omissions that jeopardize the health, safety, or security of individuals.
 - 2) Misuse of funds.
 - 3) Intentional falsification of records.
- H. In the case a failure to perform jeopardizes the safety and security of an individual the Contractor and the County shall jointly conduct an investigation to determine whether an emergency exists and what corrective action will be necessary. Such an investigation shall be completed within five (5) working days from the date the County determines that such failure exists.
- I. In those circumstances where a major violation is substantiated, continued performance may be suspended by the County immediately. In all cases involving a major violation, a written notice of intent to terminate this Contract shall be sent to the Contractor found to be in violation. Prior to termination, the Contractor shall be given a reasonable opportunity to refute the findings. If the problem is not corrected within a reasonable time as determined by County in its sole discretion, this Contract may be terminated or other remedial actions may be initiated.
- J. Minor violations usually involve less than substantial compliance with the general or special conditions of this Contract. In the event of alleged minor violations, written notice shall be given and a reasonable period shall be allowed to develop a corrective action plan. This plan shall describe activities that respond to specific violations and means by which a permanent change will be made in the procedures or practices that caused the violation. If these activities do not occur within the notice period, this Contract may be terminated. Continued substantial minor violations that threaten adequacy of services may be treated like a major violation.
- K. Termination shall be without prejudice to any obligations or liabilities of either Party accrued prior to such termination.
- L. Contractor shall make no expenditures, enter into no contracts, nor encumber funds in its possession or to be transferred by County, after notice of termination or termination as set out above, without prior written approval from County.

11.2 Payment on Early Termination. Upon termination pursuant to Paragraph 11.1 above, payment shall be made as follows:

- A. If Contract terminated because funding from COHC, or other sources is not obtained or is not continued at levels sufficient to allow for purchase of the indicated quantity of services, the County shall pay Contractor for work performed prior to the termination date if such work was performed in accordance with the Contract. Provided

however, County shall not pay Contractor for any obligations or liabilities incurred by Contractor after Contractor receives written notice of termination.

- B. If this Contract is terminated due to Contractor's failure to perform services in accordance with the Contract, County obligations shall be limited to payment for services provided in accordance with this Contract prior to the date of termination, less any damages suffered by the County.
- C. If Contract is terminated by the Contractor due to a breach by the County, then the County shall pay the Contractor for work performed prior to the termination date if such work was performed in accordance with the Contract:
 - 1) with respect to services compensable on an hourly basis, for unpaid invoices, hours worked within any limits set forth in this Contract but not yet billed, authorized expenses incurred if payable according to this Contract and interest within the limits set forth under ORS 293.462, and
 - 2) with respect to deliverable-based Work, the sum designated for completing the deliverable multiplied by the percentage of Work completed and accepted by County, less previous amounts paid and any claim(s) that County has against Contractor.
 - 3) Subject to the limitations under paragraph **11.4, "Remedies"** of this Contract.

11.3 Contractor's Tender upon Termination. Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract unless County expressly directs otherwise in such notice of termination.

- A. Upon termination of this Contract, Contractor shall deliver to County all documents, information, works-in-progress and other property that are or would be deliverables had this Contract been completed.
- B. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the work.

11.4 Remedies. In the event of breach of this Contract the Parties shall have the following remedies:

- A. Termination under this Contract shall be without prejudice to any obligations or liabilities of either Party already reasonably incurred prior to such termination.
 - 1) Contractor may not incur obligations or liabilities after Contractor receives written notice of termination.
 - 2) Additionally, neither Party shall be liable for any indirect, incidental, consequential or special damages under this Contract or for any damages of any sort arising solely from the termination of this Contract in accordance with its terms.
- B. If terminated under this Contract by the County due to a breach by the Contractor, County may pursue any remedies available at law or in equity.
 - 1) Such remedies may include, but are not limited to, termination of this Contract, and declaration of ineligibility for the receipt of future contract awards.
 - 2) Additionally, County may complete the work either by itself, by agreement with another contractor, or by a combination thereof. If the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then the Contractor shall be liable to the County for the amount of the reasonable excess.
- C. If amounts previously paid to Contractor exceed the amount due to Contractor under this Contract, Contractor shall repay any excess to County upon demand.
- D. Neither County nor Contractor shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, riot, acts of God, or war where such cause was beyond reasonable control of County or Contractor, respectively; however, Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract. For any delay in performance as a result of the events described in this subparagraph, Contractor shall be entitled to additional reasonable time for performance that shall be set forth in an amendment to this Contract.

- E. The passage of this Contract expiration date shall not extinguish or prejudice the County's or Contractor's right to enforce this Contract with respect to any default or defect in performance that has not been cured.
- F. County's remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.
- G. Differences between a Contractor and County, or between contractors, will be resolved when possible at appropriate management levels, followed by consultation between boards, if necessary. County's Director will have ultimate responsibility for resolution of disagreements among subcontract agencies.

11.5 Suspension. Following reasonable notice to Contractor and attempts to resolve problems informally, County may suspend funding in whole or in part, terminate funding, or impose any other sanction for any of the following reasons:

- A. Failure of Contractor to become operational within the effective date of this Contract, with failure to provide reasons for the delay and the steps taken to initiate services.
- B. Failure of Contractor to comply substantially with the requirements or statutory objectives of the services to be provided, or other provisions of State or Federal law.
- C. Failure of the Contractor to adhere to the requirements for the provision of services.
- D. Proposing or implementing substantial changes that result in services that would not have been selected if it had to be subjected to the original review of scope of work and/or services to be provided.

ARTICLE 12:

CONFIDENTIALITY:

12.1 Confidentiality. In addition to the obligations imposed upon Contractor by **Exhibit "E"**, Contractor shall maintain confidentiality of information obtained pursuant to this Contract as follows:

- A. Contractor shall not use, release or disclose any information concerning any employee, client, applicant or person doing business with the County for any purpose not directly connected with the administration of County's or the Contractor's responsibilities under this Contract except upon written consent of the County, and if applicable, the employee, client, applicant or person.
- B. Contractor shall ensure that its agents, employees, officers and subcontractors with access to County and Contractor records understand and comply with this confidentiality provision.
- C. Contractor shall treat all information as to personal facts and circumstances obtained on individuals as privileged communication, shall hold such information confidential, and shall not disclose such information without the written consent of the individual, his or her attorney, the responsible parent of a minor child, or the child's guardian, except as required by other terms of this Contract.
- D. Nothing prohibits the disclosure of information in summaries, statistical information, or other form that does not identify particular individuals.

ARTICLE 13:

MISCELLANEOUS:

13.1 County Code Provisions. Except as otherwise specifically provided, the provisions of Deschutes County Code, Section 2.37.150 are incorporated herein by reference. Such code section may be found at the following URL address:
https://deschutescounty.municipalcodeonline.com/book?type=ordinances#name=2.37.150_Standard_Contract_Pr
 ovisions.

13.2 Successors in Interest. The provisions of this Contract shall be binding upon and inure to the benefit of the Parties and their successors and approved assigns, if any.

- 13.3 Access to Records and Facilities.** County and its authorized representatives shall have the right to direct access to all of Contractor's books, documents, papers and records of Contractor that are directly related to this Contract, the financial assistance provided hereunder, or any service for the purpose of making audits, examinations, excerpts, copies and transcriptions. The foregoing access is subject to the Parties and requesting agencies strict compliance with applicable provisions of 42 CFR Part 2.
- 13.4** Contractor agrees that services provided under this Contract by Contractor, facilities used in conjunction with such services, client's records, Contractor's policies, procedures, performance data, financial records, and other similar documents and records of Contractor, that pertain, or may pertain, to services under this Contract, shall be open for inspection by County, or its agents, at any reasonable time during business hours.
- 13.5 Settlement of Disputes.** Differences between a Contractor and County, or between contractors, will be resolved when possible at appropriate management levels, followed by consultation between boards, if necessary. The Deschutes County Health Services Director will have ultimate responsibility for resolution of disagreements among subcontract agencies.
- 13.6 Drugs and Alcohol.** Contractor shall adhere to and enforce a zero tolerance policy for the use of alcohol and the unlawful (under either state or federal law) selling, possession or use of controlled substances while performing work under this Contract.
- 13.7 Criminal Background Investigations.** Contractor shall, at Contractor's expense, conduct criminal background checks on all Security Professional personnel and certify in writing to County that nothing revealed by such background checks of said personnel that would create a reasonable doubt about the utilization of same for the services in a safe manner with the proper regard for security of DCSC, employees, affiliates, subsidiaries, clients, customers, vendors and other third parties.
- 13.8 Federal Law compliance.** Contractor shall comply with the provisions of those laws referred to in **Exhibit "F"**, attached hereto. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract.
- 13.9 Non-Appropriation.** In the event sufficient funds shall not be appropriated for the payment of consideration required to be paid under this Contract, and if County has no funds legally available for consideration from other sources, then County may terminate this Contract in accordance with **Article 11** of this Contract.
- 13.10 Entire Contract.** This Contract constitutes the entire Contract between the parties on the subject matter hereof. There are no understandings, Contracts, or representations, oral or written, not specified herein regarding this Contract.
- 13.11 Renewal.** This Contract may be renewed, subject to the following conditions: (1) renewal will be based on the County Department approval, and (2) renewal is subject to the availability of funding.
- 13.12 Waiver.**
- A. County's delay in exercising, or failure to exercise any right, power, or privilege under this Contract shall not operate as a waiver thereof, nor shall any single or partial exercise or any right, power, or privilege under this Contract preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege.
 - B. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.
- 13.13 Notice.** Except as otherwise expressly provided in this Contract, any communications between the Parties hereto or notices to be given hereunder shall be given in writing, to Contractor or County at the address or number set forth below or to such other addresses or numbers as either Party may hereafter indicate in writing. Delivery may be by personal delivery, electronic mail, facsimile, or mailing the same, postage prepaid.
- A. Any communication or notice by personal delivery shall be deemed delivered when actually given to the designated person or representative.
 - B. Any communication or notice sent by facsimile shall be deemed delivered when the transmitting machine generates receipt of the transmission. To be effective against County, such facsimile transmission shall be confirmed by telephone notice to the County Administrator.

C. Any communication or notice mailed shall be deemed delivered five (5) days after mailing. Any notice under this Contract shall be mailed by first class postage or delivered as follows:

<u>To Contractor:</u>	<u>To County:</u>
Joel Walker	Janice Garceau, Director
Allied Universal Security	Deschutes County Health Services
9570 SW Babur Blvd, Suite 212	2577 NE Courtney Dr.
Portland, OR 97219	Bend, Oregon 97701
Phone No. 206.201.4596	Fax No. 541-322-7565
Joel.walker@aus.com	Janice.garceau@deschutes.org

<u>To County – Accounts Payable:</u>	<u>To County – for Notices & Terminations:</u>
Accounts Payable	Grace Justice Evans, Contract Specialist
Deschutes County Health Services	Deschutes County Health Services
2577 NE Courtney Dr.	2577 NE Courtney Dr.
Bend, Oregon 97701	Bend, Oregon 97701
Fax No. 541-322-7565	Fax No. 541-322-7565
_HSAccountsPayable@deschutes.org	Grace.evans@deschutes.org
Kimberly.bohme@deschutes.org	

13.14 Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law.

- A. Any claim, action, suit or proceeding (collectively, "Claim") between County and Contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Deschutes County for the State of Oregon; provided, however, if a Claim shall be brought in federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.
- B. CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS. The parties agree that the UN Convention on International Sales of Goods shall not apply.

13.15 Severability. If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Contract did not contain the particular term or provision held invalid.

13.16 Merger Clause. This Contract and the attached exhibits constitute the entire agreement between the Parties.

- A. All understandings and agreements between the Parties and representations by either Party concerning this Contract are contained in this Contract.
- B. No waiver, consent, modification or change in the terms of this Contract shall bind either Party unless in writing signed by both Parties.
- C. Any written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.

13.17 Identity Theft Protection. Contractor and subcontractors shall comply with the Oregon Consumer Identity Theft Protection Act (ORS 646A.600 et seq.).

13.18 Representations and Warranties.

- A. **Contractor's Representations and Warranties.** Contractor represents and warrants to County that:
 - 1) Contractor has the power and authority to enter into and perform this Contract;
 - 2) This Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms;

- 3) Contractor has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Contractor will apply that skill and knowledge with care and diligence to perform the Work in a professional manner and in accordance with standards prevalent in Contractor's industry, trade or profession;
- 4) Contractor shall, at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work;
- 5) Contractor prepared its proposal related to this Contract, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty; and
- 6) Contractor's making and performance of this Contract do not and will not violate any provision of any applicable law, rule or regulation or order of any court, regulatory commission, board or other administrative agency.

B. **Warranties Cumulative.** The warranties set forth in this paragraph are in addition to, and not in lieu of, any other warranties provided.

13.19 SB 675 (2015) Representation and Covenant.

- A. Contractor represents and warrants that Contractor has complied with the tax laws of this state, and where applicable, the laws of Deschutes County, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318.
- B. Contractor covenants to continue to comply with the tax laws of this state, and where applicable, the laws of Deschutes County, during the term of this Contract.
- C. Contractor acknowledges that failure by Contractor to comply with the tax laws of this state, and where applicable, the laws of Deschutes County, at any time before Contractor has executed the Contract or during the term of the Contract is and will be deemed a default for which Deschutes County may terminate the Contract and seek damages and/or other relief available under the terms of the Contract or under applicable law.

13.20 Nondiscrimination. Contractor must provide services to clients without regard to race, color, religion, national origin, sex, age, marital status, sexual orientation, or disability (as defined under the Americans with Disabilities Act). Contracted services must reasonably accommodate the cultural, language and other special needs of clients including, but not limited to, limited English language proficiency.

13.21 Survival. The provisions of the following paragraphs shall survive termination or expiration of this Contract: 13.2 (Successors in Interest); 13.3 (Access to Records and Facilities); 12.1 (Confidentiality); 13.13 (Notice); 11.3 (Contractor's Tender upon Termination); 11.4 (Remedies); 8.5 (No Third Party Beneficiaries); 9.1 (Indemnity & Hold Harmless); 13.12 (Waiver); 13.14 (Governing Law); 13.17 (Identity Theft Protection); 13.18 (Representations & Warranties).

EXHIBIT A
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 2022-870
STATEMENT OF WORK, PAYMENT TERMS and SCHEDULE

Program Outline:

Deschutes County and contracted partners have undertaken the development of a Stabilization Center Project. In this collaborative effort between Deschutes County Health Services and Deschutes County Sheriff's Office in the development of a twenty-four (24) hour, seven (7) day a week Crisis Stabilization Center with a twenty-three (23) hour Respite and Sober Station. The goal of this project is to reduce the number of individuals with Serious Mental Illness who end up in the criminal justice system; reduce the number of individuals going to the Emergency Department for mental health crisis; assist individuals experiencing a mental health crisis stabilize in their community and become connected to resources so they engage in mental health treatment and regain a better quality of life; and to provide a place for Law Enforcement to quickly bring someone in a mental health crisis. The Deschutes County Stabilization Center (DCSC) is located at: 63311 NE Jamison Street, Bend, Oregon 97701

Allied Universal Security (Contractor), is a licensed Security Company. All assignments are filled with officers licensed in accordance with the Department of Public Safety Standards and Training.

1. **Contractor shall perform the following work.** Contractor shall provide professional Private Security Services at the Stabilization Center location. Services shall include:
 - A. Provide Security Services twenty-four (24) hours, seven (7) days a week, three hundred sixty-five (365) days a year or at a minimum during after-hours operations from 7pm to 7am seven days a week.
 - B. Hire a working Site Supervisor who is a working officer to supervise other Security Officers. This supervisor will serve as liaison between Contractor and County with respect to any and all issues, concerns, and relevant information including communicating Stabilization Center's policies and procedures to other guards and enforcing those policies and procedures with respect to its Private Security Professionals.
 - C. Contractor shall provide approved guard uniform, including any belt and equipment. Uniform and equipment must foster a professional, consistent appearance. Security Professional shall ensure their duty gear is clean and functional.
 - D. Contractor is responsible for all hiring and training of Security Professional, including any replacement of existing Security Personnel. Trainings may include but not be limited to: client-centric care training, Oregon Department of Public Safety Standards and Training, de-escalation training, and Crisis Intervention Team training.
 - E. Contractor shall conduct criminal background checks on all Security personnel and certify to County that nothing revealed by such background checks of said personnel that would create a reasonable doubt about the utilization of same for the services in a safe manner with the proper regard for security of Stabilization Center, employees, affiliates, subsidiaries, clients, customers, vendors and other third parties.
 - F. Contractor is responsible for certifying any and all Security personnel and any personnel whose background checks indicate the following convictions shall not be assigned to the Stabilization Center: any felony conviction, any conviction resulting in time spent in jail, more than one (1) misdemeanor of any kind (excluding traffic violations), any sex offense, any offense involving a weapon, any offense involving violence, any crime against a previous employer, and any crime involving fraud, theft, deception, etc.
 - G. Contractor is responsible for ensuring Security Professional strictly complies with Stabilization Center's drug-free workplace policies, as the same may be amended by Stabilization Center in its sole discretion.
 - H. Contractor shall provide County the opportunity to meet with guards who are to be assigned to regular duties at the Stabilization Center.
 - I. Patrols provided by unarmed Security Professionals may be performed in multiple ways throughout one shift: vehicle patrol and foot patrol. Security Professionals shall deter, detect, and detain with necessary force without putting themselves or others at unnecessary risk. All actions in any incidents shall be completely and accurately recorded and emailed to designated County e-mail. Any witnesses should have witness statements and be included with the report.

- J. Security foot patrols shall be conducted every thirty (30) to forty-five (45) minutes of each Security Professional's area of responsibility. Prior to ending shift, Security Professional shall ensure that all exterior doors are secured.
 - K. Security Professional shall assist County staff with building or room checks and standby-services, as requested.
 - L. Security Professional shall maintain a presence of interior and exterior of the premises including the following:
 - i. Addressing a rule violation;
 - ii. Addressing an incident that has occurred;
 - iii. Reporting information, as needed, to County staff and Contractor supervisor.
 - M. Security Professional shall not have unauthorized visitors, alcohol and/or other drugs, firearms, or any other equipment/material not authorized by County or Contractor.
 - N. Security Professional shall maintain their assigned work area in a clean, orderly condition. Any deficiencies in cleanliness or any broken equipment will be annotated in the shift log. Security Professional staff will not eat or snack at their work area; instead, a breakroom or kitchen/cafeteria shall be provided at County site location, which Security Professional staff may use.
 - O. Security Professional will conduct an inventory of on-site equipment (County owned and Contractor owned) to ensure accountability and condition. Deficiencies will be annotated in the shift log.
 - P. When Security Professional engages individuals on-site, Security Professional shall be mindful of: customer service, rules of County location, safety of County clients and County staff, public health and safety.
 - Q. Contractor will generate "Post Orders" outlining all duties to be performed and specific expectations. Post Orders may be a collaborative document between County and Contractor ensuring County needs are met.
 - R. Contractor will provide technology for tracking routine patrol, alarm responses, and standing uniform security officer sites. Officers enter observations through text, photographs, video or audio recordings, as applicable. Patrol tours are traced and observations recorded. Summaries and Reports shall be scheduled for automated processing daily to a County designated email. Each officer will keep a log of events while on duty. These events may include but not be limited to: foot patrol activity; incidents; observations of site violations; emergency services on-site; lunch breaks and short breaks.
 - S. Security Professional shall report all problems and incidents to County designated site supervisor or project manager.
 - T. Contractor shall designate a site supervisor or project manager to ensure Quality Assurance. Assigned supervisor shall provide oversight of all aspects of the project ensuring all deliverables are met. Designated site supervisor serves as single point of contact for County leadership for scheduling ensuring clear, concise and accurate communication. The Project Manager will serve as the signal point of contact for any contractual issues outside of scheduling. The Designated Site Supervisor's role will be clearly defined and should include scheduling and communication of scheduling to County leadership as well as a weekly check-in with the County Administrative Analyst.
 - U. Contractor shall make every effort to maintain a four person crew to ensure officers do not become overly fatigued or burned out which could pose a safety risk for the County.
- 2. County Services.** County shall provide Contractor, at County's expense, with material and services described as follows:
- A. Designate an email for daily summary and reports.
 - B. Designate applicable emergency contacts for County DCSC location and keep Contractor updated on most current emergency contact list.
 - C. County shall request applicable Security Professionals from Contractor in accordance with the fee schedule and shift schedule outlined in Paragraph 3, "Consideration".
 - D. County will provide designated office space at the County DCSC to include water, sewer, electric and janitorial services.

- E. County will provide a break room, kitchen or cafeteria where Security Professional may use for meal times or break times.
- F. County will reserve the right, at its sole discretion, to require the contractor to remove any guard for any lawful reason and request a suitable replacement from the contractor.

3. **Consideration.** Contractor shall invoice County in accordance with the fee schedule below.

Post	Site	HPW	Bill Rate	Holiday / OT Rate	Annual Cost
Access Control & Security Patrol	Stabilization Center	128	\$27.91	\$41.86	\$185,768.96
Site Supervisor	Stabilization Center	40	\$40.00	\$60.00	\$64,500.80
Sub-Total		168			\$250,287.76
Grand Total					\$250,287.76

4. **The maximum compensation.**

- A. The maximum compensation under this Contract shall not exceed **\$250,287.76**.
- B. Contractor shall not submit invoices for, and County shall not pay for any invoice in excess of the maximum compensation amount set forth above.
 - 1) County may be required to modify the maximum compensation through amendment of this Contract. If this maximum compensation amount is decreased or increased by amendment of this Contract, the amendment shall be fully effective before Contractor performs work subject to the amendment.
 - 2) Notwithstanding any other payment provision of this Contract, should Contractor fail to submit required reports, itemized receipts or documentation as outlined in this Contract, or fail to perform or document the performance of contracted Services; County shall immediately withhold payments under this Contract or reject part or all of the Contractor's invoice for payment.
 - 3) In the event that a statutorily required license or insurance is suspended or not extended, County's obligation to provide reimbursement for services rendered without the necessary license or insurance will cease on the date of expiration or suspension of license and/or insurance.

5. **Schedule of Performance or Delivery.**

- A. County's obligation to pay depends upon Contractor's delivery or performance in accordance with this **Exhibit "A"**.
- B. County will only pay for completed work that conforms to the terms of the Contract.

6. **Renewal.** This Contract may be renewed, subject to availability of funding and County approval.

EXHIBIT B
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 2022-870
INSURANCE

Contractor shall at all times maintain in force at Contractor's expense, each insurance noted below. Insurance coverage must apply on a primary or non-contributory basis. All insurance policies, except Professional Liability, shall be written on an occurrence basis and be in effect for the term of this Contract. Policies written on a "claims made" basis must be approved and authorized by Deschutes County.

Workers Compensation insurance must be in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2).

Professional Liability insurance with an occurrence combined single limit of not less than:

Per Occurrence limit

Annual Aggregate limit

- \$1,000,000
 \$2,000,000
 \$3,000,000

- \$2,000,000
 \$3,000,000
 \$5,000,000

Professional Liability insurance covers damages caused by error, omission, or any negligent acts related to services provided under this Contract. The policy must provide extended reporting period coverage, sometimes referred to as "tail coverage" for claims made within two years after this Contract is completed. Such coverage may be combined with the Commercial General Liability limits.

Required by County Not required by County (one box must be checked)

Commercial General Liability insurance with a combined single limit of not less than:

Per Single Claimant and Incident

All Claimants Arising from Single Incident

- \$1,000,000
 \$2,000,000
 \$3,000,000

- \$2,000,000
 \$3,000,000
 \$5,000,000

Commercial General Liability insurance includes coverage for personal injury, bodily injury, advertising injury, property damage, premises, operations, products, completed operations and contractual liability. The insurance coverage provided for herein must be endorsed as primary and non-contributory to any insurance of County, its officers, employees or agents. Each such policy obtained by Contractor shall provide that the insurer shall defend any suit against the named insured and the additional insureds, their officers, agents, or employees, even if such suit is frivolous or fraudulent. The County shall have the right, but not the obligation, to engage its own attorney for the purposes of defending any legal action against County, its officers, agents, or employees, all at the County's sole cost and expense.

Required by County Not required by County (One box must be checked)

Automobile Liability insurance with a combined single limit of not less than:

Per Occurrence

- \$1,000,000
 \$2,000,000
 \$3,000,000

Automobile Liability insurance coverage for bodily injury and property damage resulting from operation of a motor vehicle. Commercial Automobile Liability Insurance shall provide coverage for any motor vehicle (symbol 1 on some insurance certificates) driven by or on behalf of Contractor during the course of providing services under this Contract. Commercial Automobile Liability is required for contractors that own business vehicles registered to the business. Examples include: plumbers, electricians or construction contractors. An Example of an acceptable personal automobile policy is a contractor who is a sole proprietor that does not own vehicles registered to the business.

Required by County Not required by County (one box must be checked)

Additional Insured. The Commercial General Liability insurance and Automobile Liability insurance must include the Deschutes County, the State of Oregon, their officers, employees, volunteers and agents as Additional insureds, to the extent of the Contractor's obligations under Article 9 of this Agreement and up to the required insurance coverage amount. Coverage may be provided by a blanket endorsement that covers additional insureds where required by written contract. . Coverage must be primary and non-contributory with any other insurance and self-insurance.

Notice of Cancellation or Change. Contractor or Contractor's insurer must provide written notice to County at least thirty (30) calendar days before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

Certificate of Insurance Required. Contractor shall furnish a current Certificate of Insurance to the County with the signed Contract. The certificate(s) or an attached endorsement must specify: i) all entities and Individuals who are endorsed on the policy as Additional Insured; and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

Tail Coverage. If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, Contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of this Contract, for a minimum of twenty-four (24) months following the later of : (i) Contractor's completion and County 's acceptance of all Services required under this Contract or, (ii) the expiration of all warranty periods provided under this Contract. Notwithstanding the foregoing twenty-four (24) month requirement, if Contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the twenty-four (24) month period described above, then Contractor may request and OHA may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If OHA approval is granted, the Contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

Workers Compensation. Worker's Compensation Insurance to cover claims made under Worker's Compensation, disability benefit or any other employee benefit laws, including statutory limits in any state of operation with coverage B Employer's Liability coverage all at the statutory limits. In the absence of statutory limits the limits of said Employers liability coverage shall not be less than \$1,000,000 each accident, disease and each employee. This insurance must be endorsed with a waiver of subrogation endorsement, waiving the insured's right of subrogation against County.

Signature: 

Email: sarah.key@deschutes.org

Title: Loss Prevention Coordinator

Company: Deschutes County Risk Management

EXHIBIT C
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 2022-870
CERTIFICATION STATEMENT FOR CORPORATION
OR INDEPENDENT CONTRACTOR

NOTE: Contractor Shall Complete A or B in addition to C below:

A. CONTRACTOR IS A CORPORATION, LIMITED LIABILITY COMPANY OR A PARTNERSHIP.

I certify under penalty of perjury that Contractor is a [check one]:

Corporation Limited Liability Company Limited Partnership authorized to do business in the State of Oregon.

Jel Oel

B. CONTRACTOR IS A SOLE PROPRIETOR WORKING AS AN INDEPENDENT CONTRACTOR.

Contractor certifies under penalty of perjury that the following statements are true:

1. If Contractor performed labor or services as an independent Contractor last year, Contractor filed federal and state income tax returns last year in the name of the business (or filed a Schedule C in the name of the business as part of a personal income tax return), **and**
2. Contractor represents to the public that the labor or services Contractor provides are provided by an independently established business registered with the State of Oregon, **and**
3. All of the statements checked below are true.

NOTE: Check all that apply. You shall check at least three (3) - to establish that you are an Independent Contractor.

- ___ A. The labor or services I perform are primarily carried out at a location that is separate from my residence or primarily carried out in a specific portion of my residence that is set aside as the location of the business.
- ___ B. I bear the risk of loss related to the business or provision of services as shown by factors such as: (a) fixed-price agreements; (b) correcting defective work; (c) warranties over the services or (d) indemnification agreements, liability insurance, performance bonds or professional liability insurance.
- ___ C. I have made significant investment in the business through means such as: (a) purchasing necessary tools or equipment; (b) paying for the premises or facilities where services are provided; or (c) paying for licenses, certificates or specialized training.
- ___ D. I have the authority to hire other persons to provide or to assist in providing the services and if necessary to fire such persons.
- ___ E. Each year I perform labor or services for at least two different persons or entities or I routinely engage in business advertising, solicitation or other marketing efforts reasonably calculated to obtain new contracts to provide similar services.

C. Representation and Warranties.

Contractor certifies under penalty of perjury that the following statements are true to the best of Contractor's knowledge:

1. Contractor has the power and authority to enter into and perform this contract;
2. This contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms;
3. The services under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards; and
4. Contractor shall, at all times during the term of this contract, be qualified, professionally competent, and duly licensed to perform the services.
5. To the best of Contractor's knowledge, Contractor is not in violation of any tax laws described in ORS 305.380(4),
6. Contractor understands that Contractor is responsible for any federal or state taxes applicable to any consideration and payments paid to Contractor under this contract; and
7. Contractor has not discriminated against minority, women or small business enterprises in obtaining any required subcontracts.

Jill Orel

EXHIBIT D
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 2022-870
WORKERS' COMPENSATION EXEMPTION CERTIFICATION

(To be used only when Contractor claims to be exempt from Workers' Compensation coverage requirements)

Contractor is exempt from the requirement to obtain workers' compensation insurance under ORS Chapter 656 for the following reason (*check the appropriate box*):

✓ **NOT APPLICABLE**

- Contractor is providing Workers' Compensation certificate.

SOLE PROPRIETOR

- Contractor is a sole proprietor, and
- Contractor has no employees, and
- Contractor shall not hire employees to perform this contract.

CORPORATION - FOR PROFIT

- Contractor's business is incorporated, and
- All employees of the corporation are officers and directors and have a substantial ownership interest* in the corporation, and
- The officers and directors shall perform all work. Contractor shall not hire other employees to perform this contract.

CORPORATION - NONPROFIT

- Contractor's business is incorporated as a nonprofit corporation, and
- Contractor has no employees; all work is performed by volunteers, and
- Contractor shall not hire employees to perform this contract.

PARTNERSHIP

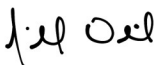
- Contractor is a partnership, and
- Contractor has no employees, and
- All work shall be performed by the partners; Contractor shall not hire employees to perform this contract, and
- Contractor is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving or demolition of an improvement to real property or appurtenances thereto.

LIMITED LIABILITY COMPANY

- Contractor is a limited liability company, and
- Contractor has no employees, and
- All work shall be performed by the members; Contractor shall not hire employees to perform this contract, and
- If Contractor has more than one member, Contractor is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving or demolition of an improvement to real property or appurtenances thereto.

*NOTE: Under OAR 436-050-050 a shareholder has a "substantial ownership" interest if the shareholder owns 10% of the corporation or, if less than 10% is owned, the shareholder has ownership that is at least equal to or greater than the average percentage of ownership of all shareholders.

**NOTE: Under certain circumstances partnerships and limited liability companies can claim an exemption even when performing construction work. The requirements for this exemption are complicated. Consult with County Counsel before an exemption request is accepted from a contractor who shall perform construction work.

Signature: 

Email: nick.orlik@aus.com

Title: Regional Vice President

Company: Allied Universal

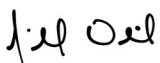
Exhibit E
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 2022-870
CONFIDENTIALITY AGREEMENT

Deschutes County contracted entities have an obligation to safeguard confidential information and records to which they have access or become aware of during the term of the Contract in which services are being provided. Confidential information is information which is private or which the law prohibits disclosure to unauthorized persons. For example, medical records, mental health records, personal information and financial records of individuals and businesses are confidential.

It is important that **Universal Protection Service, LP DBA Allied Universal Security Services** ("Contractor") understand the obligation to maintain the confidentiality of information and records which Contractor may access or become aware of while under contract with County. Improper disclosure or release of confidential information or records can be damaging or embarrassing and can result in personal legal liability or criminal penalties. Also, any agent, employee, representative or subcontractor of Contractor who improperly uses, discloses or releases confidential information or records will be subject to legal action, up to and including termination of the Contract to which this Confidentiality Agreement is attached. Except as is necessary to perform official work with Deschutes County, Contractor is not authorized to use, disclose or release any information or records to which the Contractor has access or becomes aware of during the term of the Contract in which services are being provided without the express written approval of Deschutes County Department Director or Program Manager.

As an agency under contract with Deschutes County, Contractor needs to agree to abide by the laws and policies governing confidentiality by signing this Confidentiality Agreement. If at any time, Contractor has any questions regarding confidentiality laws or policies or regarding Contractor's obligation to maintain the confidentiality of any information or records, Contractor shall contact Deschutes County Department Director, Program Manager or Legal Counsel.

BY SIGNING BELOW, CONTRACTOR, CERTIFIES THAT CONTRACTOR HAS READ AND UNDERSTOOD THIS CONFIDENTIALITY AGREEMENT, THAT, AS AN AGENCY UNDER CONTRACT WITH DESCHUTES COUNTY, CONTRACTOR HAS A DUTY TO ABIDE BY THE LAWS AND POLICIES REGARDING CONFIDENTIAL INFORMATION AND RECORDS AND THAT CONTRACTOR WILL ABIDE BY THOSE LAWS AND POLICIES. CONTRACTOR FURTHER UNDERSTANDS AND AGREES THAT, IF CONTRACTOR IMPROPERLY USES, DISCLOSES OR RELEASES CONFIDENTIAL INFORMATION OR RECORDS, CONTRACTOR WILL BE SUBJECT TO LEGAL ACTION, UP TO AND INCLUDING TERMINATION OF THE CONTRACT TO WHICH THIS CONFIDENTIALITY AGREEMENT IS ATTACHED.

Signature: 

Email: nick.orlik@aus.com

Title: Regional Vice President

Company: Allied Universal

Exhibit F
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 2022-870
Compliance with provisions, requirements of funding source and
FEDERAL AND STATE LAWS, STATUTES, RULES, REGULATIONS, EXECUTIVE ORDERS AND POLICIES

Contractor shall comply with the following federal requirements herein when federal funding is being used and to the extent that the requirements are applicable to the contract for services determined and agreed to by and between Contractor and County. For the purposes of this Contract, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

- 1. Miscellaneous Federal Provisions.** Contractor shall comply with all federal laws, regulations, and executive orders applicable to the Contract or to the delivery of Services. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (j) all federal law governing operation of Community Mental Health Programs, including without limitation, all federal laws requiring reporting of Client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. No federal funds may be used to provide Services in violation of 42 U.S.C. 14402.
- 2. Equal Employment Opportunity.** If this Contract, including amendments, is for more than \$10,000, then Contractor shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in U.S. Department of Labor regulations (41 CFR Part 60).
- 3. Clean Air, Clean Water, EPA Regulations.** If this Contract, including amendments, exceeds \$100,000 then Contractor shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to OHA, United States Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. Contractor shall include in all contracts with subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this section.
- 4. Energy Efficiency.** Contractor shall comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et. seq. (Pub. L. 94-163).
- 5. Truth in Lobbying.** By signing this Contract, the Contractor certifies under penalty of perjury that the following statements are true to the best of the Contractor's knowledge and belief that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
 - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Contractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
 - c. The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly.

- d. This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract imposed by section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- e. No part of any federal funds paid to Contractor under this Contract shall be used other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government.
- f. No part of any federal funds paid to Contractor under this Contract shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
- g. The prohibitions in subsections (e) and (f) of this section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
- h. No part of any federal funds paid to Contractor under this Contract may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance or that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

- 6. Resource Conservation and Recovery.** Contractor shall comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 U.S.C. 6901 et. seq.). Section 6002 of that Act (codified at 42 U.S.C. 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.
- 7. Audits.** Contractor shall comply, with applicable Code of Federal Regulations (CFR) governing expenditure of federal funds including, but not limited to, if a sub-recipient (as defined in 45 CFR 75.2) or contractor expends \$500,000 or more in Federal funds (from all sources) in its fiscal year beginning prior to December 26, 2014, a sub-recipient or contractor shall have a single organization-wide audit conducted in accordance with the Single Audit Act. If a sub-recipient or contractor expends \$750,000 or more in federal funds (from all sources) in a fiscal year beginning on or after December 26, 2014, it shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Copies of all audits must be submitted to OHA within thirty (30) calendar days of completion. If a sub-recipient or contractor expends less than \$500,000 in Federal funds in a fiscal year beginning prior to December 26, 2014, or less than \$750,000 in a fiscal year beginning on or after that date, it is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials.
- 8. Debarment and Suspension.** County shall not permit any person or entity to be a contractor if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with Executive Orders No. 12549 and No. 12689, "Debarment and Suspension". (See 2 CFR Part 180). This list contains names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Contractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.
- 9. Drug-Free Workplace.** Contractor shall comply with the following provisions to maintain a drug-free workplace: (i) Contractor certifies that it will provide a drug-free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, except as may be

present in lawfully prescribed or over-the-counter medications, is prohibited in Contractor's workplace or while providing Services to OHA clients. Contractor's notice shall specify the actions that will be taken by Contractor against its employees for violation of such prohibitions; (ii) Establish a drug-free awareness program to inform its employees about: the dangers of drug abuse in the workplace, County's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations; (iii) Provide each employee to be engaged in the performance of Services under this Contract a copy of the statement mentioned in paragraph (i) above; (iv) Notify each employee in the statement required by paragraph (i) above that, as a condition of employment to provide services under this Contract, the employee will: abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) calendar days after such conviction; (v) Notify OHA within ten calendar (10) days after receiving notice under subparagraph (iv) above from an employee or otherwise receiving actual notice of such conviction; (vi) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by Section 5154 of the Drug-Free Workplace Act of 1988; (vii) Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs (i) through (vii) above; (ix) Neither County, Contractor nor any of County's or Contractor's employees, officers, agents may provide any Service required under this Contract while under the influence of drugs. For purposes of this provision, "under the influence" means: observed abnormal behavior or impairments in mental or physical performance leading a reasonable person to believe the County or Contractor's employee, officer, agent has used a controlled substance, prescription or non-prescription medication that impairs the County or Contractor, County or Contractor's employees, officers, agents performance of essential job function or creates a direct threat to OHA clients or others. Examples of abnormal behavior include, but are not limited to: hallucinations, paranoia or violent outbursts. Examples of impairments in physical or mental performance include, but are not limited to: slurred speech, difficulty walking or performing job activities; and (x) Violation of any provision of this section may result in termination of this Contract.

10. **Pro-Children Act.** Contractor shall comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. Section 6081 et. seq.).
11. **ADA.** Contractor shall comply with Title II of the Americans with Disabilities Act of 1990 (codified at 42 U.S.C. 12131 et. seq.) in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the delivery of Services.