



Monterey County Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

Board Order

Agreement No.: A-13199

Upon motion of Supervisor Potter, seconded by Supervisor Armenta and carried by those members present, the Board of Supervisors hereby:

- a. Approved and authorized the Contracts/Purchasing Officer or Contracts/Purchasing ~~Supervisor for the Sheriff's Department~~ to sign Amendment No. 1 to a Standard Agreement with Uretsky Security. The amendment adds one (1) year to the contract, extending it to May 14, 2018 and adds additional funding of \$179,000, bringing the not to exceed cost of the agreement to \$273,000 (\$91,000 per year for three years); and
- b. Authorized the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to sign up to two (2) future amendments to the agreement where the amendment does not significantly change the scope of work, and where the amendments in total do not increase the contract value more than \$91,000 per year (\$182,000 total), for a revised not to exceed maximum of \$455,000.

PASSED AND ADOPTED on this 7th day of June 2016, by the following vote, to wit:

AYES: Supervisors Armenta, Phillips, Salinas, Parker and Potter
NOES: None
ABSENT: None

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 79 for the meeting on June 7, 2016.

Dated: June 15, 2016
File ID: 16-678
Revised: July 6, 2016

Gail T. Borkowski, Clerk of the Board of Supervisors
County of Monterey, State of California

By Danise Hancock
Deputy



Monterey County

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

Board Report

Legistar File Number: 16-678

June 07, 2016

Introduced: 5/23/2016

Version: 1

Current Status: Agenda Ready

Matter Type: General Agenda Item

- a. Approve and Authorize the Contracts/Purchasing Officer or Contracts/ Purchasing Supervisor to sign Amendment #1 to a Standard Agreement with Uretsky Security. The amendment adds one (1) year to the contract, extending it to May 14, 2018 and adds additional funding of \$179,000, bringing the not to exceed cost of the agreement to \$273,000 (\$91,000 per year for three years) and;
- b. Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to sign up to two (2) future amendments to the agreement where the amendment does not significantly change the scope of work, and where the amendments in total do not increase the contract value more than \$91,000 per year (\$182,000 total), for a revised not to exceed maximum of \$455,000.

RECOMMENDATION:

It is recommended the Board of Supervisors:

- a. Approve and Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to sign Amendment #1 to a Standard Agreement with Uretsky Security. The amendment adds one (1) year to the contract, extending it to May 14, 2018 and adds additional funding of \$179,000, bringing the not to exceed cost of the agreement to \$273,000 (\$91,000 per year for three years) and;
- b. Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to sign up to two (2) future amendments to the agreement where the amendment does not significantly change the scope of work, and where the amendments in total do not increase the contract value more than \$91,000 per year (\$182,000 total), for a revised not to exceed maximum of \$455,000.

SUMMARY/DISCUSSION:

The Monterey County Sheriff's Office (MCSO) Corrections Division, has adopted the usage of private armed and unarmed security guards to provide security coverage for inmates while hospitalized. MCSO uses three to four different vendors to provide this service, because vendors do not always have guards available to be deployed when contacted. Usage of several vendors is necessary to ensure that MCSO's needs are met in a timely and seamless basis and Uretsky Security is one of these vendors. The demand for the services has increased this year due to a higher than average number of hospitalizations, and hospitalizations of increased length of time. Prisoners must be guarded twenty four hours a day while in the hospital, so longer length hospitalizations incur larger expenditures for guard services.

These hospitalizations occur on a random, sporadic basis, which makes usage of an external "on call" labor pool more cost effective. The need for the service is impossible to predict, so historically, overtime was used by MCSO to provide the inpatient security. There is a

significant difference in the regular and overtime labor cost per hour for a deputy employee and a security guard. Year to date, through May 10th , 2016 MCSO has utilized 2,585 hours of guard time from this vendor, and the estimated amount saved by using external guards versus regular time rate staffing is \$84,000.

A copy of this agreement is on file with the Clerk of the Board.

OTHER AGENCY INVOLVEMENT:

County Counsel has approved the agreement as to legal form, and the Auditor/Controller has reviewed for fiscal provisions.

FINANCING:

Funding for this contract is included in the FY 2016-17 Sheriff/Coroner's baseline budget. There will be no increase in General Fund Contribution as a result of this Board action.

Prepared by: Nina Ryan, Management Analyst II ext. 3708

Approved by: Stephen Bernal, Sheriff/Coroner ext. 3725

Attachment: Standard County Agreement and Amendment #1 between County of Monterey and Uretsky Security

AMENDMENT #1

AMENDMENT #1 TO PROFESSIONAL SERVICES AGREEMENT COUNTY OF MONTEREY & URETSKY SECURITY

THIS AMENDMENT is made to the AGREEMENT for armed and unarmed security guards used to guard prisoners while they are hospitalized, by and between **URETSKY SECURITY**, hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County".

WHEREAS, the County and CONTRACTOR wish to amend the AGREEMENT to add additional services and to increase the total amount of the AGREEMENT due to the addition of services.

NOW THEREFORE, the County and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. Section 2., "PAYMENT PROVISIONS" shall be amended by removing, "*The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of \$94,000*" and replacing it with "*The total amount payable by County to CONTRACTOR under this AGREEMENT is not to exceed the sum of \$273,000*" (\$91,000 per year for three (3) years)
2. Section 3., "TERM OF AGREEMENT" shall be amended by removing; "*The term of this AGREEMENT is from 05/15/2015 to 05/14/2017*" and replacing it with, "*The term of this AGREEMENT is from 05/15/2015 to 05/14/2018*".
3. EXHIBIT A – Scope of Services shall be amended by adding several additional services as per EXHIBIT A1 Revised per Amendment #1 attached hereto.
4. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.
5. A copy of the AMENDMENT shall be attached to the original AGREEMENT executed by the County on May 15, 2015.

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AMENDMENT #1

IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day and year written below.

MONTEREY COUNTY

Aletha Wilson
Contracts/Purchasing Officer
PURCHASING MANAGER
COUNTY OF MONTEREY

Dated: 16 June 2016

Approved as to Fiscal Provisions:
[Signature]
Deputy Auditor/Controller

Dated: 5/18/16

Approved as to Liability Provisions:

Risk Management
Dated: _____

Approved as to Form:
[Signature]
Deputy County Counsel

Dated: 5/17/16

CONTRACTOR

By: *Nick C...*
Signature of Chair, President, or
Vice-President

Nicholas Cinc, Partner
Printed Name and Title

Dated: 5/11/16

By: _____
(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)*

Printed Name and Title

Dated: _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

EXHIBIT-A2

EXHIBIT-A2

To Agreement by and between
County of Monterey, hereinafter referred to as "County"

AND

Uretsky Security, hereinafter referred to as "CONTRACTOR"

Scope of Services / Payment Provisions

A. SCOPE OF SERVICES

CONTRACTOR shall provide armed and/or unarmed uniformed security guard services for inmates of the Monterey County Jail and Adult detention facility while inmates are hospitalized inpatient at medical facilities as requested by the County.

GENERAL SCOPE PROVISIONS

- A.1 Armed/Unarmed Security guard services shall be provided in accordance with Sections 11105, 12002, and 12033 of the California Penal Code and sections 7583.50 and 7583.12 of the California Business and Professions Code.
- A.2 CONTRACTOR's security guards shall be capable of performing duties independently, receiving general operational direction, and shall not require ongoing security by the County.
- A.3 The County has the right to decline services of a security guard at any time without stating a cause at that time, and CONTRACTOR shall, to the best of their ability, within two hours of receiving an oral request from the County. The County shall provide a follow up written report stating the cause leading to the refusal of security guard service within 15 days of the incident; and CONTRACTOR agrees if replacement guard is sent, they shall complete the unfinished assignment shift of the original assigned guard at no additional cost to the County beyond charges for the original shift.
- A.4 Security Guards employed by CONTRACTOR shall be properly registered as Armed or Unarmed security guards with the State of California and licensed for weapons pursuant to the California Penal Code. Security guards employed by CONTRACTOR shall possess valid Guard registration card and if applicable, a valid Firearms Qualification card.
- A.5 As requested by the County, CONTRACTOR shall require key security guards and management staff to attend security and safety meetings conducted by the County at no cost to the County
- A.6 CONTRACTOR shall provide County with a primary contact for the administration of this agreement. CONTRACTOR shall provide contact people who shall be available by telephone during all hours Security guards are assigned for duty, to resolve any performance issues.

Uretsky Security-Guard Services

Amount: \$273,000

Term: 05/15/2015 to 05/14/2018

EXHIBIT-A2

A.7 CONTRACTOR shall ensure that security guards present a neat and business like appearance. Security guards shall conduct themselves with courteous professionalism at all times.

A.8 Guards are subject to background check and fingerprinting. Prospective armed guards shall execute and authorization to investigate, verify or release information upon request.

A.9 CONTRACTOR shall provide County with a list of guards assigned to provide service to the Monterey County Sheriff's Office. For each guard, the following information shall be provided:

A.9.1 Security Guard's Full Name

A.9.2 Security Guard's Date of Birth

A.9.3 CA State Bureau of Security Guard license number

A.9.4 Home address of guard, for the past three years, for background checks.

A.10 CONTRACTOR shall update the County list of security guards as personnel changes are made.

A.11 External agencies prior to commencing services under this agreement.

A.12 CONTRACTOR'S security guards providing services under this agreement are subject to State and Federal laws, rules and regulations regarding the confidentiality of information contained in departmental files and automated records. CONTRACTOR's security guards shall receive training by the County regarding confidentiality and conflicts of interest.

A.12.1 Breach of confidentiality and/or conflict of interest laws rules and regulations by an assigned guard shall be grounds for replacement of that guard, and guard may also face possible civil and/or criminal action.

A.13 CONTRACTOR shall provide the following upon request by County:

A.13.1 Training programs provided to guard staff annually

A.13.2 Site assessment reports annually

A.13.3 Daily or weekly logs as requested by County

SPECIAL PROVISIONS FOR GUARDS WORKING FOR THE MONTEREY COUNTY SHERIFF'S OFFICE

B.1 The degree of security needed for an inmate shall be determined by the County staff.

B.2 All emergencies, including escapes, attempted escapes and disturbances shall be immediately reported to the on duty jail supervisor.

B.3 It is understood that CONTRACTOR may be unable to meet a request by the County for guard services. This will not jeopardize the CONTRACTOR's status with the County as a vendor.

B.4 CONTRACTOR shall make all good faith efforts to replace security guard if guard becomes ill or is otherwise unable to complete the assigned shift. In the event CONTRACTOR is unable to secure an armed guard, CONTRACTOR shall supply an unarmed guard.

B.5 CONTRACTOR'S security guards shall assure that visitors and inmates, who are inpatient, shall adhere to the visiting policies of the County.

B.6 CONTRACTOR'S security guards shall report all visits to the County.

EXHIBIT-A2

C. PAYMENT PROVISIONS

C.1 Compensation for uniformed security guard shall be at the rates outlined below:

	<u>Armed Security Guard</u>	<u>Unarmed Security Guard</u>
<u>Regular Rate</u>	\$26.50 per hour	\$22.50 per hour
<u>Holiday Rate</u>	\$35.00 per hour	\$27.50 per hour

C.2 For the purposes of this agreement, Holiday Rate shall be defined to apply to the following days (all twenty-four (24) hours in each day): New Year's Day, Memorial Day, Independence Day (4th of July), Veteran's Day, Thanksgiving Day and Christmas Day.

C.3 Overtime charges shall not apply.

C.4 Meal breaks shall be taken onsite.

C.5 Service time begins upon arrival of security staff on site, and concludes upon being released by County staff.

C.6 Services shall be billed in increments of fifteen (15) minutes. A four (4) hour minimum applies to this agreement.

C.7 There shall be no travel reimbursement allowed under this agreement.

C.8 Payment shall be based upon satisfactory acceptance of each deliverable. The County will strive to get all bills processed and paid within thirty days. It is preferred that all invoices and statements be submitted to our electronic tracking system at:

MCSOSheriff.Fiscal@co.monterey.ca.us

If CONTRACTOR lacks the ability or resources to use this system, County will accept hard copy invoices and statements addressed to the location below:

Monterey County Sheriff/Coroner's Office
Attention: Fiscal Unit Accounts Payable
1414 Natividad Road
Salinas, CA 93906

C.9 County may, at its sole discretion, may withhold payments claimed by the CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this agreement.

C.10 No payments in advance or in anticipation of services or supplies to be provided under this agreement shall be made by County.

C.11 County shall not pay any claims for services submitted more than twelve (12) calendar months after the calendar month in which services were completed.

C.12 Disallowed Costs: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization.

COUNTY OF MONTEREY STANDARD AGREEMENT
(NOT TO EXCEED \$100,000)

This Agreement is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:

Uretsky Security

(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION.

1.01 The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in Exhibit A in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

Provide armed or unarmed uniformed security guard services for inmates of the Monterey County Jail and Adult Detention Facility while inmates are hospitalized inpatient at medical facilities.

2.0 PAYMENT PROVISIONS.

2.01 County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of \$ 94,000.00.

3.0 TERM OF AGREEMENT.

3.01 The term of this Agreement is from 05/15/2015 to 05/14/2017, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and CONTRACTOR may not commence work before County signs this Agreement.

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS.

4.01 The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

5.0 PERFORMANCE STANDARDS.

- 5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.
- 5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS.

- 6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided herein. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.
- 6.03 Invoice amounts shall be billed directly to the ordering department.
- 6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

7.0 TERMINATION.

- 7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.
- 7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of

CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

- 7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION.

- 8.01 Contractor shall indemnify, defend, and hold harmless the County of Monterey (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The Contractor shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor is obligated to indemnify, defend and hold harmless the County under this Agreement.

9.0 INSURANCE REQUIREMENTS.

9.01 Evidence of Coverage:

Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 Qualifying Insurers:

All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

- 9.03 Insurance Coverage Requirements: Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Business Automobile Liability Insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.

(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

(Note: any proposed modifications to these insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

9.04 **Other Requirements:**

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of

three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY.

10.01 Confidentiality. CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by

CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

- 10.02 County Records. When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.03 Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.04 Access to and Audit of Records. The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 10.05 Royalties and Inventions. County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

11.0 NON-DISCRIMINATION.

- 11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS.

- 12.01 If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall


be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 INDEPENDENT CONTRACTOR.

13.01 In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

14.0 NOTICES.

14.01 Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	FOR CONTRACTOR:
	Nicholas Cina
Name and Title Monterey County Contracts Purchasing 1488 Schilling Place Salinas, CA 93901	Name and Title Uretsky Security 201-D Calle Del Oaks Del Rey Oaks, CA 93940
Address	Address
(831) 755-4992	(831) 324-0687
Phone	Phone

15.0 MISCELLANEOUS PROVISIONS.

- 15.01 Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.
- 15.02 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

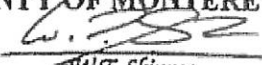
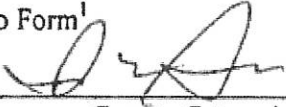
- 15.03 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 15.04 Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.
- 15.05 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 15.06 Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 15.07 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 15.08 Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.09 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.
- 15.11 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- 15.12 Non-exclusive Agreement. This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 15.13 Construction of Agreement. The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 15.14 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

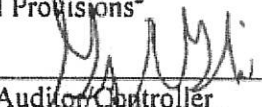
- 15.15 Authority. Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 15.16 Integration. This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 15.17 Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

-----*This section left blank intentionally*-----

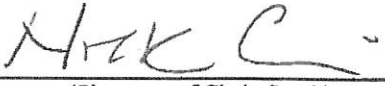
16.0 SIGNATURE PAGE.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

By: W.T. Skinner
Deputy Purchasing Agent
Contracts/Purchasing Officer
Date: 6/3/15
By: _____
Department Head (if applicable)
Date: _____
Approved as to Form¹

By: _____
County Counsel
Date: 5/29/2015

Approved as to Fiscal Provisions²

By: _____
Auditor/Controller
Date: 6-1-15

Approved as to Liability Provisions³
By: _____
Risk Management
Date: _____

CONTRACTOR
Uretsky Security
Contractor's Business Name*
By: 
(Signature of Chair, President, or
Vice-President)*
Nicholas Cline, Partner
Name and Title
Date: _____
By: _____
(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)*

Name and Title
Date: 5/19/15

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

¹Approval by County Counsel is required

²Approval by Auditor/Controller is required

³Approval by Risk Management is required only if changes are made in sections 7 or 8

EXHIBIT-A

**To Agreement by and between
County of Monterey, hereinafter referred to as "County"
AND**

Uretsky Security, hereinafter referred to as "CONTRACTOR"

Scope of Services / Payment Provisions

A. SCOPE OF SERVICES

CONTRACTOR shall provide armed and/or unarmed uniformed security guard services for inmates of the Monterey County Jail and Adult detention facility while inmates are hospitalized inpatient at medical facilities as requested by the County.

GENERAL SCOPE PROVISIONS

- A.1 Armed/Unarmed Security guard services shall be provided in accordance with Sections 11105, 12002, and 12033 of the California Penal Code and sections 7583.50 and 7583.12 Of the California Business and Professions Code.
- A.2 CONTRACTOR's security guards shall be capable of performing duties independently, Receiving general operational direction, and shall not require ongoing security by the County.
- A.3 The County has the right to decline services of a security guard at any time without stating a cause at that time, and CONTRACTOR shall, to the best of their ability, within Two hours of receiving an oral request from the County. The County shall provide a follow up written report stating the cause leading to the refusal of security guard service within 15 days of the incident; and CONTRACTOR agrees if replacement guard is sent, they shall complete the unfinished assignment shift of the original assigned guard at no additional cost to the County beyond charges for the original shift.
- A.4 Security Guards employed by CONTRACTOR shall be properly registered as Armed or Unarmed security guards with the State of California and licensed for weapons pursuant to the California Penal Code. Security guards employed by CONTRACTOR shall possess valid Guard registration card and if applicable, a valid Firearms Qualification card.
- A.5 As requested by the County, CONTRACTOR shall require key security guards and management staff to attend security and safety meetings conducted by the County at no cost to the County
- A.6 CONTRACTOR shall provide County with a primary contact for the administration of This AGREEMENT. CONTRACTOR shall provide contact people who shall be available by telephone during all hours Security guards are assigned for duty, to resolve any performance issues.

A.7 CONTRACTOR shall ensure that security guards present a neat and business like appearance. Security guards shall conduct themselves with courteous professionalism at all times.

A.8 Guards are subject to background check and fingerprinting. Prospective armed guards shall execute and authorization to investigate, verify or release information upon request.

A.9 CONTRACTOR shall provide County with a list of guards assigned to provide service to the Monterey County Sheriff's Office. For each guard, the following information shall be provided:

A.9.1 Security Guard's Full Name

A.9.2 Security Guard's Date of Birth

A.9.3 CA State Bureau of Security Guard license number

A.9.4 Home address of guard, for the past three years, for background checks.

A.10 CONTRACTOR shall update the County list of security guards as personnel changes are made.

A.11 External agencies prior to commencing services under this AGREEMENT.

A.12 CONTRACTOR'S security guards providing services under this AGREEMENT are subject to State and Federal laws, rules and regulations regarding the confidentiality of information contained in departmental files and automated records. CONTRACTOR's security guards shall receive training by the COUNTY regarding confidentiality and conflicts of interest.

A.12.1 Breach of confidentiality and/or conflict of interest laws rules and regulations by an assigned guard shall be grounds for replacement of that guard, and guard may also face possible civil and/or criminal action.

A.13 CONTRACTOR shall provide the following upon request by County:

A.13.1 Training programs provided to guard staff annually

A.13.2 Site assessment reports annually

A.13.3 Daily or weekly logs as requested by County

SPECIAL PROVISIONS FOR GUARDS WORKING FOR THE MONTEREY COUNTY SHERIFF'S OFFICE

B.1 The degree of security needed for an inmate shall be determined by the County staff.

B.2 All emergencies, including escapes, attempted escapes and disturbances shall be immediately reported to the on duty jail supervisor.

B.3 It is understood that CONTRACTOR may be unable to meet a request by the County for guard services. This will not jeopardize the CONTRACTOR's status with the County as a vendor.

B.4 CONTRACTOR shall make all good faith efforts to replace security guard if guard becomes ill or is otherwise unable to complete the assigned shift. In the event CONTRACTOR is unable to secure an armed guard, CONTRACTOR shall supply an unarmed guard.

B.5 CONTRACTOR'S security guards shall assure that visitors and inmates, who are inpatient, shall adhere to the visiting policies of the County.

B.6 CONTRACTOR'S security guards shall report all visits to the County.