

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: General Services Agency

BOARD AGENDA # *B-7

Urgent Routine

AGENDA DATE June 19, 2012

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval of a Master Agreement with Cypress Private Security, LLC of San Jose, California for Security Guard Services

STAFF RECOMMENDATIONS:

1. Approve a Master Agreement with Cypress Security, LLC of San Jose, California for security guard services.
2. Authorize the Purchasing Agent to sign the Master Agreement, projects, and any subsequent amendments to the Master Agreement on behalf of the County.

FISCAL IMPACT:

The County currently spends approximately \$997,000 annually on security guard services at various County locations. Under the proposed five-year Master Agreement this expense is estimated to be reduced by \$129,610 in the first year, which represents a savings of 13%. The estimated savings to be realized by County departments that utilize security guard services in the first year of the proposed Master Agreement, is summarized in the table on page 2.

(Continued on Page 2)

BOARD ACTION AS FOLLOWS:

No. 2012-294

On motion of Supervisor Withdraw, Seconded by Supervisor Chiesa
and approved by the following vote,

Ayes: Supervisors: Chiesa, Withdraw, Monteith, De Martini, and Chairman O'Brien

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) _____ Denied

3) _____ Approved as amended

4) _____ Other:

MOTION:



ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

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FISCAL IMPACT: (Continued)

Building/Location (Description)	Current Annual Price	*Proposed First Year Price	First Year Savings	*Projected Overall Savings (Years 1-5)
BHRS (1 location)	\$185,000	\$160,950	\$24,050	\$120,250
CSA (Main Campus)	340,000	295,800	44,200	221,000
12 th Street Building (incl. parking garage)	90,000	78,300	11,700	58,500
Health Services Agency (2 locations)	295,000	256,650	38,350	191,750
Library (Main library & Turlock branch)	87,000	75,690	11,310	56,550
TOTAL	\$997,000	\$867,390	\$129,610	\$648,050
<i>* Actual savings for each department may vary depending upon the department's finalized scope of work.</i>				

Funding to support the first year of the proposed Master Agreement is included in the 2012-2013 Adopted Proposed Budget for each Department using security guard services. Funding for subsequent fiscal years will be included in future budget submissions.

DISCUSSION:

The County's current master agreement for security guard services, which was approved by the Board on September 23, 2008, will expire on June 30, 2012. There are no additional opportunities to extend the current master agreement. In anticipation of the upcoming expiration date, the General Services Agency (GSA) – Purchasing Division elected to conduct a request for proposal process to develop a new master agreement.

RFP Process

GSA posted the Request for Proposal (RFP) #12-11-CB Countywide Security Services on February 14, 2012. The RFP identified each of the locations currently serviced by security guards, along with a general scope of work for each location.

The RFP was sent to 131 vendors, and 46 of them downloaded the RFP. On March 1, 2012 a non-mandatory pre-conference was held and 20 vendors were in attendance. The RFP closed on March 20, 2012 and GSA received complete responses from 10 vendors, listed below.

- Cisco Security and Patrol of Rancho Santa Margarita, California;
- Olympic Security Services of Tukwila, Washington;

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- American Custom Private Security, Inc., of Lodi, California;
- Cypress Private Security, LLC of San Jose, California;
- Securitas Security Services USA, Inc. of Stockton, California;
- Allphase Security, Inc. of West Sacramento, California;
- G4S Secure Solutions of Sacramento, California;
- Pac West Security Services of Costa Mesa, California;
- National Security Industries of San Jose, California; and
- CIS Security of Modesto, California.

All of the 10 proposers met the minimum qualifications set forth in Phase I of the Evaluation Phase, which included a financial review. A committee of 3 evaluators was selected to further evaluate the proposals. The Evaluation Committee (Committee) included representatives from some of the County departments currently utilizing security guard services: Health Services Agency, District Attorney's office, and Behavioral Health & Recovery Services. The Committee completed Phases II and III of the evaluation process.

Phase II consisted of a review and evaluation of each proposer's response, qualification and general understanding of the project with a total of 60 points possible. In Phase III, the pricing proposals submitted by each proposer were evaluated. Price was evaluated based upon a weighted average, with the lowest price assigned 100% of the 40 points possible. The award of the contract was made to the vendor whose proposal best met the criteria set forth in the RFP and provides the best value to the County, with price and all other factors considered. The Committee made this determination by adding the scores from Phases II and III for each proposer. The final scores are as follows:

Proposer	Final Score
Cypress	86.30
Olympic	85.88
Securitas	81.16
Pacwest	81.07
All Phase Security	80.98
Cisco	78.00
National Security	77.76
CIS	73.99
G4S	69.00
American Custom	68.39

As shown above, Cypress received the highest score of 86.30 of a possible 100 points.

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On April 16, 2012 GSA issued a Notice of Intended Award to Cypress and Notices of Non-Award to the other proposers. No letters of protest were received during the five-day protest period of the RFP process.

Implementation

If approved, the Master Agreement provides an opportunity to continue security guard service to those County departments currently utilizing such services. The effective date of the proposed Master Agreement is July 1, 2012, with full implementation anticipated on that date. It is anticipated that the contract will be effective July 1, 2012, with an expiration date of June 30, 2017. The contract will be a five-year contract with two one-year renewal options.

If approved, this Master Agreement would be available to all County departments and, if agreeable to all parties, to other government or publicly funded agencies.

POLICY ISSUE:

Approval of this agreement supports the Board's priorities of Efficient Delivery of Public Services and Effective Partnerships by providing cost-efficient security guard services to County departments.

STAFFING:

Existing GSA staff will manage the agreement for security guard services.

CONTACT:

Keith Boggs, GSA Director/Purchasing Agent. Telephone: (209) 652-1514
Melinda Pallotta, GSA Purchasing Supervisor. Telephone: (209) 567-4958

MASTER AGREEMENT FOR PROFESSIONAL SERVICES

This Master Agreement for Professional Services (the "Agreement") is made and entered into by and between the County of Stanislaus ("County") and Cypress Security LLC, a California limited liability company doing business as Cypress Private Security ("Consultant") as of July 1, 2012.

Introduction

WHEREAS, the County has a need for security guard services at various County locations;

WHEREAS, the Consultant is specially trained, experienced and competent to perform and has agreed to provide such services; and

WHEREAS, the County and the Consultant wish to execute one agreement that shall govern all professional services provided by the Consultant during the term of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

Terms and Conditions

1. Scope of Work

1.1 The Consultant shall furnish to the County upon receipt of the County's written authorization to proceed, those services and work set forth in a separately approved scope of work for each project or task being provided by the Consultant, which scope of work, by this reference, is made a part hereof. Each project added to and to be performed under this Agreement shall be separately approved by the parties. Each project where the cost of services does not exceed \$100,000 shall be approved by purchase order issued by the County Purchasing Agent or designee; projects greater than \$100,000 shall be approved by resolution of the Board of Supervisors for the County.

1.2 All documents, drawings and written work product prepared or produced by the Consultant under this Agreement, including without limitation electronic data files, are the property of the Consultant; provided, however, the County shall have the right to reproduce, publish and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Consultant may copyright the same, except that, as to any work which is copyrighted by the Consultant, the County reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so. The County shall defend, indemnify and hold harmless the Consultant and its officers, employees, agents, representatives, subcontractors and consultants from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, arising out of or resulting from the County's reuse of the documents and drawings prepared by the Consultant under this Agreement.

1.3 Services and work provided by the Consultant under this Agreement will be performed in a timely manner in accordance with a schedule of work set forth in the scope of work for each separately approved project. If there is no schedule, the hours and times for completion of said services and work are to be set by the Consultant; provided, however, that such schedule is subject to review by and concurrence of the County.

1.4 The Consultant shall provide services and work under this Agreement consistent with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions. The Consultant represents and warrants that it will perform its work in accordance with generally accepted industry standards and practices for the profession or professions that are used in performance of this Agreement and that are in effect at the time of performance of this

Agreement. Except for that representation and any representations made or contained in any proposal submitted by the Consultant and any reports or opinions prepared or issued as part of the work performed by the Consultant under this Agreement, Consultant makes no other warranties, either express or implied, as part of this Agreement.

1.5 If the Consultant deems it appropriate to employ a consultant, expert or investigator in connection with the performance of the services under this Agreement, the Consultant will so advise the County and seek the County's prior approval of such employment. Any consultant, expert or investigator employed by the Consultant will be the agent of the Consultant not the County.

2. Consideration

2.1 Unless otherwise provided in an approved scope of work for a project, the Consultant shall be compensated on a time and materials basis not to exceed a specified amount as provided in each scope of work for a project that is approved by the parties.

2.2 Except as expressly provided in this Agreement or in an approved scope of work for a project, Consultant shall not be entitled to nor receive from County any additional consideration, compensation, salary, wages or other type of remuneration for services rendered under this Agreement, including, but not limited to, meals, lodging, transportation, drawings, renderings or mockups. Specifically, Consultant shall not be entitled by virtue of this Agreement to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.

2.3 Unless otherwise provided in a scope of work for a project approved by the parties, the Consultant shall provide the County with a monthly or a quarterly statement, as services warrant, of fees earned and costs incurred for services provided during the billing period, which the County shall pay in full within 30 days of the date each invoice is approved by the County. A separate statement shall be provided for each scope of work approved by the parties. The statement will generally describe the services performed, the applicable rate or rates, the basis for the calculation of fees, and a reasonable itemization of costs. All invoices for services provided shall be forwarded in the same manner and to the same person and address that is provided for service of notices herein.

2.4 County will not withhold any Federal or State income taxes or Social Security tax from any payments made by County to Consultant under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Consultant. County has no responsibility or liability for payment of Consultant's taxes or assessments.

3. Term

3.1 The term of this Agreement shall be from the date of this Agreement until terminated as provided below. The term for each separately approved scope of work for a project shall begin on the date of approval until completion of the agreed upon services, or as otherwise specified in the approved scope of work.

3.2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.

3.3 Payment for performance by the Consultant shall be dependent upon the availability of appropriations by the County Board of Supervisors for the purposes of this contract. No legal liability on the part of the County for any payment may arise under this agreement until funds are made available and until the Consultant has received funding availability, which will be confirmed in writing. If funding for any fiscal year is reduced or deleted, or if the County loses funding for any reason, the County, in its

sole discretion, shall have the option to either: (a) cause this Agreement to be canceled or terminated pursuant to applicable provisions of the Agreement; or (b) offer to amend the Agreement to reflect the reduced funding for this Agreement.

3.4 The County may terminate this Agreement, or any an approved scope of work for a project, upon 30 days prior written notice. Termination of this Agreement shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Consultant as provided in Paragraph 2 herein, subject to any applicable setoffs.

3.5 This Agreement shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, or (b) sale of Consultant's business.

4. Required Licenses, Certificates and Permits

Any licenses, certificates or permits required by the federal, state, county or municipal governments for Consultant to provide the services and work described in any Scope of Service approved by the parties and made part of this Agreement any Scope of Service approved by the parties and made part of this Agreement must be procured by Consultant and be valid at the time Consultant enters into this Agreement. Further, during the term of this Agreement, Consultant must maintain such licenses, certificates and permits in full force and effect. Licenses, certificates and permits may include but are not limited to driver's licenses, professional licenses or certificates and business licenses. Such licenses, certificates and permits will be procured and maintained in force by Consultant at no expense to the County.

5. Office Space, Supplies, Equipment, Etc.

Unless otherwise provided in this Agreement or in separately approved scope of work for a project, Consultant shall provide such office space, supplies, equipment, vehicles, reference materials and telephone service as is necessary for Consultant to provide the services under this Agreement. The Consultant--not the County--has the sole responsibility for payment of the costs and expenses incurred by Consultant in providing and maintaining such items.

6. Insurance

6.1 Consultant shall take out, and maintain during the life of this Agreement, insurance policies with coverage at least as broad as follows:

6.1.1 General Liability. Comprehensive general liability insurance covering bodily injury, personal injury, property damage, products and completed operations with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to any act or omission by Consultant under this Agreement or the general aggregate limit shall be twice the required occurrence limit.

6.1.2 Professional Liability Insurance. Professional errors and omissions (malpractice) liability insurance with limits of no less than One Million Dollars (\$1,000,000) aggregate. Such professional liability insurance shall be continued for a period of no less than one year following completion of the Consultant's work under this Agreement.

6.1.3 Automobile Liability Insurance. If the Consultant or the Consultant's officers, employees, agents, representatives or subcontractors utilize a motor vehicle in performing any of the work or services under this Agreement, owned/non-owned

automobile liability insurance providing combined single limits covering bodily injury, property damage and transportation related pollution liability with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence.

6.1.4 Workers' Compensation Insurance. Workers' Compensation insurance as required by the California Labor Code. In signing this contract, the Consultant certifies under section 1861 of the Labor Code that the Consultant is aware of the provisions of section 3700 of the Labor Code which requires every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and that the Consultant will comply with such provisions before commencing the performance of the work of this Agreement.

6.2 Any deductibles, self-insured retentions or named insureds must be declared in writing and approved by County. At the option of the County, either: (a) the insurer shall reduce or eliminate such deductibles, self-insured retentions or named insureds, or (b) the Consultant shall provide a bond, cash, letter of credit, guaranty or other security satisfactory to the County guaranteeing payment of the self-insured retention or deductible and payment of any and all costs, losses, related investigations, claim administration and defense expenses. The County, in its sole discretion, may waive the requirement to reduce or eliminate deductibles or self-insured retentions, in which case, the Consultant agrees that it will be responsible for and pay any self-insured retention or deductible and will pay any and all costs, losses, related investigations, claim administration and defense expenses related to or arising out of the Consultant's defense and indemnification obligations as set forth in this Agreement.

6.3 The Consultant shall obtain a specific endorsement to all required insurance policies, except Workers' Compensation insurance and Professional Liability insurance, naming the County and its officers, officials and employees as additional insureds regarding: (a) liability arising from or in connection with the performance or omission to perform any term or condition of this Agreement by or on behalf of the Consultant, including the insured's general supervision of its subcontractors; (b) services, products and completed operations of the Consultant; (c) premises owned, occupied or used by the Consultant; and (d) automobiles owned, leased, hired or borrowed by the Consultant. For Workers' Compensation insurance, the insurance carrier shall agree to waive all rights of subrogation against the County its officers, officials and employees for losses arising from the performance of or the omission to perform any term or condition of this Agreement by the Consultant.

6.4 The Consultant's insurance coverage shall be primary insurance regarding the County and County's officers, officials and employees. Any insurance or self-insurance maintained by the County or County's officers, officials and employees shall be excess of the Consultant's insurance and shall not contribute with Consultant's insurance.

6.5 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials and employees.

6.6 The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6.7 Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party except after thirty (30) days' prior written notice has been given to County. The Consultant shall promptly notify, or cause the insurance carrier to promptly notify, the County of any change in the insurance policy or policies required under this Agreement, including, without limitation, any reduction in coverage or in limits of the required policy or policies.

6.8 Insurance shall be placed with California admitted insurers (licensed to do business in California) with a current rating by Best's Key Rating Guide of no less than A-:VII; provided, however,

that if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Eligible Surplus Line Insurers maintained by the California Department of Insurance.

6.9 Consultant shall require that all of its subcontractors are subject to the insurance and indemnity requirements stated herein, or shall include all subcontractors as additional insureds under its insurance policies.

6.10 At least ten (10) days prior to the date the Consultant begins performance of its obligations under this Agreement, Consultant shall furnish County with certificates of insurance, and with original endorsements, showing coverage required by this Agreement, including, without limitation, those that verify coverage for subcontractors of the Consultant. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and, in County's sole and absolute discretion, approved by County. County reserves the right to require complete copies of all required insurance policies and endorsements, at any time.

6.11 The limits of insurance described herein shall not limit the liability of the Consultant and Consultant's officers, employees, agents, representatives or subcontractors.

7. Defense and Indemnification

7.1 To the fullest extent permitted by law, Consultant shall indemnify, hold harmless and defend the County and its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Agreement by the Consultant or Consultant's officers, employees, agents, representatives or subcontractors and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Notwithstanding the foregoing, Consultant's obligation to indemnify the County and its agents, officers and employees for any judgment, decree or arbitration award shall extend only to the percentage of negligence or responsibility of the Consultant in contributing to such claim, damage, loss and expense.

7.2 Consultant's obligation to defend, indemnify and hold the County and its agents, officers and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for Consultant to procure and maintain a policy of insurance.

7.3 To the fullest extent permitted by law, the County shall indemnify, hold harmless and defend the Consultant and its officers, employees, agents, representatives or subcontractors from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorney's fees, arising out of or resulting from the negligence or wrongful acts of County and its officers or employees.

7.4 Subject to the limitations in 42 United States Code section 9607 (e), and unless otherwise provided in a scope of work for a project approved by the parties:

(a) Consultant shall not be responsible for liability caused by the presence or release of hazardous substances or contaminants at the site, unless the release results from the negligence of Consultant or its subcontractors;

(b) No provision of this Agreement shall be interpreted to permit or obligate Consultant to assume the status of "generator," "owner," "operator," "arranger," or "transporter" under state or federal law; and

(c) At no time, shall title to hazardous substances, solid wastes, petroleum contaminated soils or other regulated substances pass to Consultant.

8. Status of Consultant

8.1 All acts of Consultant and its officers, employees, agents, representatives, subcontractors and all others acting on behalf of Consultant relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers or employees of County. Consultant, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in any Scope of Service approved by the Parties, Consultant has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer or employee of the County is to be considered an employee of Consultant. It is understood by both Consultant and County that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

8.2 At all times during the term of this Agreement, the Consultant and its officers, employees, agents, representatives or subcontractors are, and shall represent and conduct themselves as, independent contractors and not employees of County.

8.3 Consultant shall determine the method, details and means of performing the work and services to be provided by Consultant under this Agreement. Consultant shall be responsible to County only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Consultant in fulfillment of this Agreement. Consultant has control over the manner and means of performing the services under this Agreement. If necessary, Consultant has the responsibility for employing other persons or firms to assist Consultant in fulfilling the terms and obligations under this Agreement.

8.4 Consultant is permitted to provide services to others during the same period service is provided to County under this Agreement; provided, however, such services do not conflict directly or indirectly with the performance of the Consultant's obligations under this Agreement.

8.5 If in the performance of this Agreement any third persons are employed by Consultant, such persons shall be entirely and exclusively under the direction, supervision and control of Consultant. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Consultant.

8.6 It is understood and agreed that as an independent contractor and not an employee of County, the Consultant and the Consultant's officers, employees, agents, representatives or subcontractors do not have any entitlement as a County employee, and, except as expressly provided for in any scope of work made a part hereof, do not have the right to act on behalf of the County in any capacity whatsoever as an agent, or to bind the County to any obligation whatsoever.

8.7 It is further understood and agreed that Consultant must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Consultant's assigned personnel under the terms and conditions of this Agreement.

8.8 As an independent contractor, Consultant hereby indemnifies and holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

9. Records and Audit

9.1 Consultant shall prepare and maintain all writings, documents and records prepared or compiled in connection with the performance of this Agreement for a minimum of four (4) years from the termination or completion of separately approved scope of work for a project. This includes any handwriting, typewriting, printing, photostatic, photographing and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds or symbols or any combination thereof.

9.2 Any authorized representative of County shall have access to any writings as defined above for the purposes of making audit, evaluation, examination, excerpts and transcripts during the period such records are to be maintained by Consultant. Further, County has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

10. Confidentiality

The Consultant agrees to keep confidential all information obtained or learned during the course of furnishing services under this Agreement and to not disclose or reveal such information for any purpose not directly connected with the matter for which services are provided.

11. Nondiscrimination

During the performance of this Agreement, Consultant and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition (including genetic characteristics), marital status, age, political affiliation, sex, or sexual orientation. Consultant and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

12. Assignment

This is an agreement for the services of Consultant. County has relied upon the skills, knowledge, experience and training of Consultant and the Consultant's firm, associates and employees as an inducement to enter into this Agreement. Consultant shall not assign or subcontract this Agreement without the express written consent of County; provided, however, the work under this Agreement may be completed by a wholly owned subsidiary of the Consultant. Further, Consultant shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

13. Notice

Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Consultant or County shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first class mail to the respective parties as follows:

To County: Stanislaus County Purchasing Agent
1010 10th Street, Suite 5400
Modesto, CA 95353

To Consultant: Cypress Private Security
452 Tehama Street
San Francisco, CA 94103

14. Waiver of Default

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

15. Conflicts

Consultant agrees that it has no interest and shall not acquire any interest direct or indirect which would conflict in any manner or degree with the performance of the work and services under this Agreement.

16. Severability

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or county statute, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

17. Amendment

This Agreement may be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

18. Entire Agreement

This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

19. Advice of Attorney

Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

20. Construction

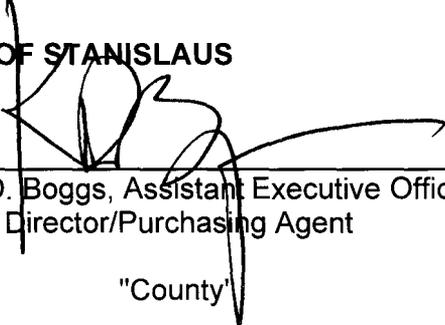
Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this

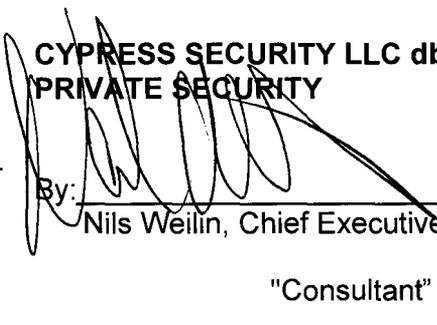
Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

21. Governing Law and Venue

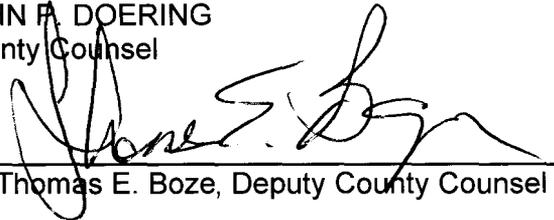
This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this Agreement on the day and year first hereinabove written.

COUNTY OF STANISLAUS
By: 
Keith D. Boggs, Assistant Executive Officer,
GSA Director/Purchasing Agent
"County"

**CYPRESS SECURITY LLC dba CYPRESS
PRIVATE SECURITY**
By: 
Nils Weilin, Chief Executive Officer
"Consultant"

Approved: June 19, 2012
BOS Resolution: # 2012-294

APPROVED AS TO FORM:
JOHN A. DOERING
County Counsel
By: 
Thomas E. Boze, Deputy County Counsel

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EXHIBIT "A"

A. SCOPE OF WORK

Paragraph 1.1 of the body of this Agreement is amended to read as follows:

1.1 The Consultant shall furnish to the County upon receipt of the County's written authorization to proceed, security guard services as more specifically set forth in a "Scope of Work" separately approved for each project or task being provided by the Consultant, which Scope of Work, by this reference, are made a part hereof.

Upon prior written request from County, Consultant shall also provide armed security guards for service to County. In the event of a state of emergency, Consultant shall act in good faith to meet all request of the county for additional armed security guards within a reasonable amount of time per the County's request.

All services provided by Consultant and the manner in which services are to be provided are more particularly set forth in County's Request for Proposal #12-11 CB; the Consultant's responding proposal, as well as any plans, specifications, addenda, and any documents particularly required or provided (as may be applicable), all of which are incorporated herein by reference and made a part hereof (collectively, the "RFP"). All of the foregoing documents, as may be applicable, together with this Agreement, comprise the contract and all services provided hereunder shall be performed in accordance therewith. In the event there is a conflict between the terms and conditions set forth in this Agreement, those set forth in the RFP, and those set forth in Exhibit A, then in such case, the terms and conditions shall control in this order: 1st, Exhibit A, 2nd, this Agreement, and 3rd the RFP.

B. CONSIDERATION

Paragraph 2.1 of the body of this Agreement is amended to read as follows:

2.1 County shall pay Consultant as set forth in a separately approved project or scope of work, based upon the following rate schedule:

	<u>YEAR 1</u>	<u>YEAR 2</u>	<u>YEAR 3</u>	<u>YEAR 4</u>	<u>YEAR 5</u>
<u>Classification</u>	<u>*Hourly rate</u>				
Security Officer I	\$14.08	\$14.28	\$14.48	\$14.68	\$14.88
Security Officer II	\$14.72	\$14.92	\$15.12	\$15.32	\$15.52
Site Supervisor I	\$16.63	\$16.63	\$16.83	\$17.03	\$17.23
Site Supervisor II	\$17.90	\$17.90	\$18.10	\$18.30	\$18.50
Site Supervisor III	\$22.49	\$23.03	\$23.56	\$24.10	\$24.63

**Hourly rate shown is Base Rate as defined below*

County shall pay Consultant for pre-approved armed security guard services based upon the following rate schedule:

	<u>YEAR 1</u>	<u>YEAR 2</u>	<u>YEAR 3</u>	<u>YEAR 4</u>	<u>YEAR 5</u>
<u>Classification</u>	<u>*Hourly rate</u>				
Armed (uniformed)	\$19.80	\$20.12	\$20.44	\$20.75	\$21.07
Armed (undercover)	\$53.62	\$56.17	\$58.71	\$61.26	\$63.81

**Hourly rate shown is Base Rate as defined below*

STANDARD BILLING RATES

	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Classification	*Hourly rate				
Security Officer I	\$15.15	\$15.47	\$15.78	\$16.10	\$16.43
Security Officer II	\$15.78	\$16.10	\$16.42	\$16.74	\$17.07
Site Supervisor I	\$17.69	\$18.01	\$18.33	\$18.65	\$18.98
Site Supervisor II	\$18.97	\$19.29	\$19.60	\$19.92	\$20.25
Site Supervisor III	\$23.12	\$23.66	\$24.19	\$24.73	\$25.26
Armed (uniformed)	\$19.80	\$20.12	\$20.44	\$20.75	\$21.07
Armed (undercover)	\$57.48	\$60.67	\$63.85	\$67.03	\$70.22

With respect to emergency response services provided at County's request, County shall pay for the first 72 hours of service based upon the rates shown in the table below. Thereafter, the standards rate above shall apply.

	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Classification	*Hourly rate				
Security Officer I	\$22.73	\$23.21	\$23.67	\$24.15	\$24.65
Security Officer II	\$23.67	\$24.15	\$24.63	\$25.11	\$25.61
Site Supervisor I	\$26.54	\$27.02	\$27.50	\$27.98	\$28.47
Site Supervisor II	\$28.46	\$28.94	\$29.40	\$29.88	\$30.38
Site Supervisor III	\$34.68	\$35.49	\$36.29	\$37.10	\$37.89
Armed (uniformed)	\$29.70	\$30.18	\$30.66	\$31.13	\$31.61
Armed (undercover)	\$86.22	\$91.01	\$95.78	\$100.55	\$105.33

Overtime and holiday pay shall only be paid if approved by County in advance. With respect to overtime, Consultant shall manage staffing and schedules so as to eliminate the need for overtime work/charges to the extent possible. Pre-approved overtime shall be paid by County at one and one-half (1-½) times the base rate (the "Overtime Rate") for hours worked in excess of eight (8) hours per day. "Base rate" shall be defined as the hourly rate of pay, exclusive of benefits and overhead which shall be paid by Consultant. With respect to holiday pay, guards may be paid the Overtime Rate for work approved in advance by County and performed on any of the following six holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

C. TERM

Paragraph 3.1 of the body of this Agreement is amended to read as follows:

3.1 The term of this Agreement shall be from July 1, 2012 through June 30, 2017 unless otherwise terminated as provided below. This Agreement will not automatically renew but may be renewed for two (2) additional one-year terms by mutual, written agreement of the parties. Such renewal shall be in the form of an amendment to the Agreement. In no such case shall the renewal extend beyond June 30, 2019.

D. PUBLIC AGENCY PARTICIPATION

The following is added as Section 23 to the Body of this Agreement:

23. Public Agency Participation

If mutually agreeable to all parties, this Agreement may be extended to other government or publicly funded agencies. It shall be understood that all terms and conditions as specified herein shall apply.

E. REPRESENTATIVES

The parties' respective Project Managers shall be:

For County:

Dan Palmquist (or designee)
General Services Agency
Facilities Maintenance Division
442 E. Hackett Road
Modesto, CA 95354
(209) 652-0711
palmquistd@stancounty.com

For Consultant:

Jason Berckart (or designee)
Cypress Private Security, LLC
1762 Technology Drive, Suite 122
San Jose, CA 95110
(408) 217-6064
jberckart@cypress-security.com

[COMPANY NAME]
PROJECT NO. [year]-[sequential no.]

A. Terms and Conditions

Except as hereinafter provided, the services provided by the Consultant under this Project shall be subject to the terms and conditions set forth in the *Master Agreement For Professional Services* made and entered into by and between the County of Stanislaus ("County") and Cypress Security LLC, a California limited liability company doing business as Cypress Private Security ("Consultant"), on _____, 2012.

B. Scope of Work

The Consultant shall provide services under the Agreement and this Project for _____, as set forth in the Consultant's proposal and scope of work dated _____, attached hereto and, by this reference, made a part hereof.

C. Compensation

The Consultant shall be compensated for the services provided under this Agreement as follows:

<Select either the time & materials compensation paragraph or the subsequent lump compensation paragraphs, including the retention paragraph at the end.>

Time & Materials Paragraph

1. Consultant will be compensated on a time and materials basis, based on the hours worked by the Consultant's employees or subcontractors at the hourly rates specified in the consultant's Proposal. The specified hourly rates shall include direct salary costs, employee benefits, and overhead. These rates are not adjustable for the performance period set forth in this project and scope of work. In addition to the aforementioned fees, Consultant will be reimbursed for the following items, plus any expenses agreed by the parties as set forth in the Consultant's Proposal attached hereto, that are reasonable, necessary and actually incurred by the Consultant in connection with the services:

- (a) Any filing fees, permit fees, or other fees paid or advanced by the Consultant.
- (b) Expenses, fees or charges for printing, reproduction or binding of documents at actual costs.

Lump sum Paragraphs

1. Consultant will be compensated on a lump sum basis for each task as set forth in the proposal and scope of work dated _____, attached hereto and, by this reference, made a part hereof. In addition to the aforementioned fees, Consultant will be reimbursed for the following items, plus any expenses agreed by the parties as set forth in the Consultant's Proposal attached hereto, that are reasonable, necessary and actually incurred by the Consultant in connection with the services:

- (a) Any filing fees, permit fees, or other fees paid or advanced by the Consultant.

(b) Expenses, fees or charges for printing, reproduction or binding of documents at actual costs.

2. The County shall retain ten (10) percent of all periodic or progress payments made to the Consultant until completion and acceptance of all work tasks.

Include the following limitation provision no matter which compensation paragraphs are selected above.

3. The parties hereto acknowledge the maximum amount to be paid by the County for services provided shall not exceed \$ _____, including, without limitation, the cost of any subcontractors, consultants, experts or investigators retained by the Consultant to perform or to assist in the performance of its work under this Agreement.

IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this Project No. [year]-[sequential no.] on _____, 2012.

COUNTY OF STANISLAUS

CYPRESS SECURITY LLC dba CYPRESS PRIVATE SECURITY

By: _____
Keith D. Boggs, Assistant Executive Officer,
GSA Director/Purchasing Agent

By: _____
Nils Welin, Chief Executive Officer

"County"

"Consultant"

Approved: June _____, 2012
BOS Resolution: # _____

APPROVED AS TO CONTENT:
Department of _____

By: _____
Name
Title

APPROVED AS TO FORM:
JOHN P. DOERING
County Counsel

By: _____
[INSERT NAME]
Deputy County Counsel