

**CONTRACT FOR UNIFORMED, UNARMED SECURITY GUARD SERVICES
IN THE PARKING GARAGES WITH
UNIVERSAL PROTECTION SERVICE, LLC**

This contract is dated, made, and entered into as of the ____ day of _____, 2018, by the City of Durham ("City"), a N. C. municipal corporation, and Universal Protection Service, LLC. ("Contractor"), a limited partnership organized and existing under the laws of Delaware.

Sec. 1. Background and Purpose. The Transportation Department's Office of Parking Management operates five (5) public parking garages in Downtown Durham. The purpose of a parking facility is to provide a safe place to park cars so that users can go about their primary business of working, learning, shopping, recreation, medical care or whatever activity brought them to the location. Security is often in the forefront of concern for most people. According to the National Parking Association, "security is a major key to the success of any facility because parking patrons' desire to park in safe facilities. They will not frequent a parking facility they perceive as unsafe, whether that perception is based on reality or false beliefs." The Transportation Department provides uniformed, unarmed security guard services in the City's parking garages, 24 hours a day, seven days per week to ensure a safe and secure parking experience for parking customers. Unarmed security guards safeguard City facilities and assets while protect parking customers' assets and property from criminal activity. The unarmed security personnel perform the functions of observation, detection, reporting, and/or notification to the appropriate City and/or law enforcement representative.

Sec. 2. Services and Scope to be Performed. Presumption that Duty is Contractor's. The Contractor shall provide uniformed, unarmed security guard officers twenty-four hours a day, seven days per week in the Chapel Hill Street Parking Garage, Church Street Parking Garage, Corcoran Street Parking Garage, Durham Centre Parking Garage, and the Morgan/Rigsbee Parking Garage. The Contractor will patrol the parking facilities, monitor parking customer safety, report activities and provide related security services.

The Contractor shall provide the personnel pursuant to the terms outlined in Exhibit A-

The Contractor shall meet or exceed the following Scope of Work requirements:

a. General Requirements

- i. All Contract Security Guards will be for officer level guards.
- ii. The Contractor will provide supervision for all guards and who will serve as a liaison between the Contractor and the City's Parking Administrator or other City designated staff with respect to any and all issues, concerns, and relevant information including communicating City policies and procedures to the other guards and enforcing those policies and procedures with respect to its guards.
- iii. The Contractor should maintain an up to date list of telephone numbers, a business office number, emergency contact number and cell phone numbers for staff assigned to the project. The Contractor (or a responsible management official of the firm) should respond within one (1) hour after contact from the City's Designee.
- iv. Security Guards will need to be equipped with uniforms that foster a professional consistent appearance.
- v. Uniforms will be provided by the Contractor.
- vi. The Contractor shall require all persons entering the facility representing the Contractor shall individually sign in and out on a monthly log each time they enter and exit the facility. This includes owners, supervisors, employees and any others working with the Contractor. The log will be located at a place agreeable to the Contractor and the City's Designee. If the facility has keycard access, the Contractor's employees should be issued "entry cards" and they shall individually badge in upon arrival.
- vii. The Contractor should, within twenty-four (24) hours after termination of an employee, inform the City's Designee in writing that the employee has been terminated. The Contractor should collect all Keys and/or Access Keycards upon termination of an employee and return them to the City's Designee. When the Contractor hires a new employee, the Contractor or a responsible representative of the company shall meet the new employee at the facility. The new employee is to be instructed as to what the Contract provisions are and is to be given a list of those provisions.
- viii. The Contractor should investigate all complaints, both major and minor. Any complaint

or special requests for additional services which cannot be corrected or supplied during the same working day or which is considered unreasonable or which cannot be dealt with for reasons beyond the Contractor's control should be specifically reported to the City's Designee.

- ix. Failure of the Contractor to correct complaints written in notes, courtesy letters, inspections or warning letters in a timely manner, to the satisfaction of the contracting agency should be considered unsatisfactory service.
 - x. At any time parking customers become confrontational, guards shall use a Contractor-issued telephone or radio to call for assistance from a supervisor or from the City of Durham Police Department.
 - xi. If guards witness any criminal activity immediately call the police.
 - xii. If guards observe any person(s) with any type of weapon immediately call the police. When the police arrive give them the description of the individual(s) and their location.
 - xiii. The Contractor shall provide customer assistance to direct customers to their desired destinations and advise how to exit the parking facilities.
 - xiv. The Contractor shall ensure that the security guards are highly visible and can be seen. The parking garages are high visibility sites. We want patrons to see the presence of security.
 - xv. The City of Durham reserves the right, at its sole discretion, to require the Contractor to remove any guard for any lawful reason and request a suitable replacement from the Contractor.
 - xvi. The Contractor shall be responsible for hiring and training of all security guards, including any replacement of existing guards.
 - xvii. To the extent permitted by law, and at Contractor's sole cost and expense, Contractor shall be responsible for conducting criminal background checks on all guards used to perform any services for the City of Durham and for certifying to the City that there is nothing revealed by such background checks of said guards that would create a reasonable doubt about the utilization of same for the services in a safe manner and with proper regard for the security of the general public when using the City's parking facilities.
- b. Qualifications required of assigned security personnel, include:
- i. Contractor shall conduct Pre-Employment Screening to include, but not limited to Drug/Criminal Background/Positive Job references
 - ii. Contractor shall ensure that security guards are trained to remain calm in emergency situations
 - iii. Contractor shall ensure that security guards can perform basic first aid, including CPR
 - iv. Contractor shall ensure that security guards exhibit positive interpersonal skills, including appropriate use of language.
 - v. Contractor shall ensure that security guards can stand for extended periods of time
 - vi. Contractor shall ensure that security guards are trained in randomized surveilling patterns
 - vii. Contractor must adhere to the rules and regulations of all Federal, State and Local laws, etc.
 - viii. All Federal, State and Local policies, standards, and guidelines must be followed.
 - ix. All insurance requirements must be satisfied and maintained.
 - x. All security officers must be properly trained and credentialed
- c. Security Coverage:
- i. The Contractor is required to provide one (1) security officer for each parking facility on a 24 hour, 7 days per week schedule, Sundays through Saturdays, including City recognized holidays. Exhibit B contains the City Holiday Observance Schedule.
 - ii. The Contractor shall ensure that its security guards provide assistance, directions, answer questions and otherwise serve as a source of information for customers using the City's parking facilities.
 - iii. The Contractor shall implement a process to document and verify that the parking facility walk-throughs/inspections on each level and quadrant of the parking facilities occur at established intervals.

- iv. The Contractor shall ensure that uniformed security guards provide a visible presence.
- v. The Contractor shall ensure that the security guards practice theft and vandalism deterrence.
- vi. The Contractor shall ensure that the security guards provide property and asset protection.
- vii. The Contractor shall ensure that the security guards provide traffic and crowd control.
- viii. The Contractor shall ensure that the security guards notify the City's designee of any hazards, safety violations or other conditions that warrant an unsafe condition.
- ix. The Contractor shall ensure that the security guards will not carry weapons of any kind.
- x. The Contractor may provide bicycle patrol, if desired.
- xi. The Contractor shall conduct and schedule randomized surveilling patterns
- xii. The Contractor shall ensure that all scheduled personnel time must be exclusive to the City of Durham and not shared with other clients within same scheduled shifts.
- xiii. The Contractor shall provide daily and weekly detailed reports showing activities by location and date/time
- xiv. The Contractor shall possess the ability to adjust personnel tracking technology
- xv. The Contractor shall have the ability to adjust scheduled personnel as needed based on events, location needs, etc.
- xvi. In addition, the City of Durham may require additional security at any time with appropriate notice.

d. Restricted Area(s)

The City's designee should grant or enable interior access at his/her discretion. Any area(s) designated as "restricted" will remain so, unless otherwise changed by the City's Designee. Contractor's employees will be accompanied by staff when cleaning is required in any of the restricted areas. The City should identify, as it becomes necessary, any area(s) restricted or non-restricted in writing but without any requirement for advance notification to the Contractor.

e. Unforeseen Facility Closures

The term "Unforeseen Facility Closures" as used herein shall include the loss of major utilities (water, electricity); closing for inclement weather, security reasons, etc. When an "unforeseen facility closure" occurs on a regularly scheduled day of work, the Contractor is required to provide services.

f. Communications

The Contractor shall ensure that all security guards will be supplied with a Contractor-issued cellular telephone to enable guards to contact the police, if necessary. The telephone will also be used to communicate with the Office of Parking Management, as needed.

g. Training

The Contractor shall ensure that all security guard officers are properly trained to industry standards and include familiarization with all inside and outside areas of the City's parking facilities, applicable policies and procedures of the City of Durham, basic fire protection training, safety training and any other training required by the City of Durham.

h. Equipment and Uniforms

The Contractor is required to supply all operational equipment necessary for unarmed security guards, including shirt, shirt badge, long pants, fire arm, uniform belt and black shoes, or other such uniform that is acceptable to the City.

i. Criminal Background Checks

The Contractor shall provide security guard criminal background checks for all personnel assigned to the City of Durham contract.

j. City of Durham Substance Abuse Testing Policy

The City of Durham is entrusted with the health, protection, safety, and welfare of its citizens.

Pursuant to that trust, the City of Durham recognizes that the use of drugs and alcohol can seriously affect the job performance and safety and health of employees, their families, co-workers and the public. Use of these controlled substances also affects the quality of service provided to the citizens of the City of Durham. It is the policy of the City of Durham that the unlawful manufacture, distribution, dispensing, possession, or use of alcohol or drugs by its employees during work hours or while employees are on City property, operating City equipment or are drivers or passengers in a City vehicle, is prohibited. Off-the-job use that results in a positive drug or alcohol test while on the job is also prohibited. The Contractor is required to ensure that security guard officers are free from controlled substances.

k. **Smoking and the Use of Tobacco Products on City Property**

It is the policy of the City of Durham to prohibit smoking on City property consistent with the rules adopted by the Durham County Board of Health. It is also the policy of the City of Durham to prohibit the use of smokeless tobacco products on City property.

Smoking and the use of smokeless tobacco products is prohibited in/on City facilities, equipment, vehicles, the grounds of City property, and the City and State right-of-way immediately adjacent to the grounds of City property unless otherwise exempted by the Durham County Board of Health.

The Contractor shall ensure that all personnel do not smoke or use smokeless tobacco products in/on City facilities, vehicles, grounds of City property, and the City and State right-of-way immediately adjacent to the grounds of City property.

In this contract, "Work" means the services that the Contractor is required to perform pursuant to this contract and all of the Contractor's duties to the City that arise out of this contract. Unless the context requires otherwise, if this contract states that a task is to be performed or that a duty is owed, it shall be presumed that the task or duty is the obligation of the Contractor.

Sec. 3. Reserved.

Sec. 4. Complete Work without Extra Cost. Except to the extent otherwise specifically stated in this contract, the Contractor shall obtain and provide, without additional cost to the City, all labor, materials, equipment, transportation, facilities, services, permits, and licenses necessary to perform the Work.

Sec. 5. Contractor's Billings to City. Compensation. The Contractor shall send invoices to the City on monthly basis for the amounts to be paid pursuant to this contract. Each invoice shall document, to the reasonable satisfaction of the City: such information as may be reasonably requested by the City. Within twenty days after the City receives an invoice, the City shall send the Contractor a check in payment for all undisputed amounts contained in the invoice.

The City shall pay the Contractor for the Work as follows: The City shall not be obligated to pay the Contractor any payments, fees, expenses, or compensation other than those authorized by this section. The total dollar amount to be paid under this contract by the City to the Contractor shall not exceed \$1,708,324.8 for the initial two-year contract period, and shall not exceed \$919,027.20 for the one-year option period, if the one-year option is accepted in the sole discretion of the City after first providing the Contractor with at least a 30-day prior written notice, otherwise the term shall expire. The total possible compensation to the Contractor under the Agreement shall not to exceed \$2,703,439.20.

Sec. 6. Prompt Payment to Subcontractors. (a) Within 7 days of receipt by the Contractor of each payment from the City under this contract, the Contractor shall pay all Subcontractors (which term includes subconsultants and suppliers) based on work completed or service provided under the subcontract. Should any payment to the Subcontractor be delayed by more than 7 days after receipt of payment by the Contractor from the City under this contract, the Contractor shall pay the Subcontractor interest, beginning on the 8th day, at the rate of 1% per month or fraction thereof on such unpaid balance as may be due. By appropriate litigation, Subcontractors shall have the right to enforce this subsection (a) directly against the Contractor, but not against the City of Durham.

(b) If the individual assigned to administer this contract for the City (in this section, titled "Prompt Payment to Subcontractors," he or she will be referred to as the "Project Manager") determines that it is appropriate to enforce subsection (a) in this manner, the City may withhold from progress or final payments to the Contractor the sums estimated by the Project Manager to be

(i) the amount of interest due to the Subcontractor under subsection (a), and/or

(ii) the amounts past-due under subsection (a) to the Subcontractor but not exceeding 5% of the payment(s) due from the City to the Contractor.

This subsection (b) does not limit any other rights to withhold payments that the City may have.

(c) Nothing in this section (titled "Prompt Payment to Subcontractors") shall prevent the Contractor at the time of invoicing, application, and certification to the City from withholding invoicing, application, and certification to the City for payment to the Subcontractor for unsatisfactory job progress; defective goods, services, or construction not remedied; disputed work; third-party claims filed or reasonable evidence that such a claim will be filed; failure of the subcontractor to make timely payments for labor, equipment, and materials; damage to the Contractor or another subcontractor; reasonable evidence that the subcontract cannot be completed for the unpaid balance of the subcontract sum; or a reasonable amount for retainage not to exceed 10%.

(d) The Project Manager may require, as a prerequisite to making progress or final payments, that the Contractor provide statements from any Subcontractors designated by the Project Manager regarding the status of their accounts with the Contractor. The statements shall be in such format as the Project Manager reasonably requires, including notarization if so specified.

Sec. 7. Insurance. The Contractor shall maintain, at its sole expense, at all times during the life of this Contract the following applicable coverage's and limits. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this Contract.

(a) Commercial General Liability – Combined single limit of no less than \$1,000,000 each occurrence and \$2,000,000 general aggregate, to include coverage related to Product/Completed Operations, Contractual Liability or Cross Liability

(b) Automobile Liability – Limits of no less than \$1,000,000 Combined Single Limit. Coverage per accident shall include liability for Owned, Non-Owned and Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Auto Liability policy. Automobile coverage is only necessary if vehicles are used in the provision of services under this Contract and/or are brought on a City of Durham site.

(c) Umbrella or Excess Liability – Contractor may satisfy the minimum liability limits required above under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability, however, the Annual Aggregate limits shall not be less than the highest 'Each Occurrence' limit for required policies. Contractor agrees to endorse City of Durham as an 'Additional Insured' on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a 'Follow-Form' basis.

(d) Worker's Compensation & Employers Liability – Contractor agrees to maintain Worker's Compensation Insurance in accordance with North Carolina General Statute Chapter 97 and with Employer Liability limits of no less than \$1,000,000 each accident, each employee and policy limit. This policy must include a Waiver of Subrogation.

(e) Additional Insured – Contractor agrees to endorse the City as an Additional Insured on the Commercial General Liability on a primary basis. The Additional Insured shall read 'City of Durham as its interest may appear'.

(f) Certificate of Insurance – Contractor agrees to provide City of Durham a Certificate of Insurance evidencing that all coverage's, limits and endorsements required herein are maintained and in full force and effect, and Certificates of Insurance shall provide a minimum thirty (30) day notice of cancellation, when available, by Contractor's insurer. If Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. The Certificate Holder address should read:

City of Durham
Attn: Thomas Leathers
Transportation Department
101 City Hall Plaza
Durham, NC 27701

(g) All insurance companies must be authorized to do business in North Carolina with a Best rating A-VIII or higher.

Sec. 8. Performance of Work by City. If the Contractor fails to perform the Work in accordance with the schedule required by this contract, the City may, in its discretion, in order to bring the project closer to the schedule, perform or cause to be performed some or all of the Work, and doing so shall not waive any of the City's rights and remedies. Before doing so, the City shall give the Contractor notice of its intention. The Contractor shall reimburse the City for additional costs incurred by the City in exercising its right to perform or cause to be performed some or all of the Work pursuant to this section.

Sec. 9. Exhibits. None. The following exhibits are made a part of this contract:

Exhibit A, Security Labor Coverage, containing 2 page(s); and

Exhibit B, City of Durham Holiday Schedule, containing 1 page(s).

In case of conflict between an exhibit and the text of this contract excluding the exhibit, the text of this contract shall control.

Sec. 10. Notice.

(a) In General. This subsection (a) pertains to all notices related to or asserting default, breach of contract, claim for damages, suspension or termination of performance, suspension or termination of contract, and extension or renewal of the term. All such notices must be in writing and made by personal delivery, UPS, Federal Express, a designated delivery service authorized pursuant to 26 U.S.C. 7502(f)(2), or certified United States mail, return receipt requested; in addition, subsection (b) must also be complied with.

(b) Additional Notice by Fax or Email. In addition to complying with subsection (a), the party giving notice or other communication shall also send it by fax or email if the other party has provided a valid, working fax number or email address.

(c) When Notice Period Is Less than 9 Days. If a required notice period is less than 9 days, the party shall also make reasonable attempts, before or promptly after giving written notice under subsections (a) and (b), to use a telephone to orally communicate the substance of the contents of the written notice. Communicating the substance of the contents by an in-person conversation will satisfy the preceding sentence.

(d) Change of Address; Discovery of Invalid Fax Number or Email Address. A change of address, fax number, email address, telephone number, or person to receive notice may be made by either party by notice given to the other party. At any time that a party discovers that the other party has provided it a fax number or email address that is not valid, the discovering party shall provide notice of the discovery to the other party, so that it can substitute a valid fax number or email address.

(e) Date Notice Deemed Given. If a notice is sent by United States mail, it is deemed complete upon actual delivery or on the third day following the day on which it is deposited with the United States Postal Service, whichever occurs first. Notice is deemed given when both subsection (a) and subsection (b) have been complied with.

(f) When Undeliverable Notice Is Deemed Sent. If a notice is undeliverable because the address or other information provided to the sender by the other party is incorrect, incomplete, or out of date, the notice will be deemed sent on the date that the sender attempts to deliver by fax or email, or the date it places the notice in the custody of UPS, Federal Express, a designated delivery service authorized pursuant to 26 U.S.C. 7502(f)(2), or the U. S. Postal Service for certified United States mail, return receipt requested. If a fax is not received because the recipient's fax number is busy on three attempts to fax that are at least ten minutes apart during a 4-hour period, the fax will be deemed undeliverable.

(g) Addresses. Subject to change pursuant to subsection (d), the addresses for these notices, are:

To the City:

Thomas Leathers, Transportation Department

City of Durham

101 City Hall Plaza

Durham, NC 27701-3329

The fax number is (919)560-4571.

Email: Thomas.Leathers@durhamnc.gov

To the Contractor:

Charles Webber, Business Development Manager

Allied Universal Security Services

4600 Marriott Dr., Suite 300

Raleigh, NC 27612

The fax number is (919) 571-8561

Email: Charles.Webber@aus.com

Sec. 11. Indemnification. (a) To the maximum extent allowed by law, the Contractor shall defend, indemnify, and save harmless Indemnitees from and against all Charges that arise in any manner from, in connection with, or out of this contract as a result of acts or omissions of the Contractor or subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. In performing its duties under this subsection "a," the Contractor shall at its sole expense defend Indemnitees with legal counsel reasonably acceptable to City. (b) Definitions. As used in subsections "a" above and "c" below -- "Charges" means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, and expenses (included without limitation within "Charges" are (1) interest and reasonable attorneys' fees assessed as part of any such item, and (2) amounts for alleged violations of sedimentation pollution, erosion control, pollution, or other environmental laws, regulations, ordinances, rules, or orders -- including but not limited to any such alleged violation that arises out of the handling, transportation, deposit, or delivery of the items that are the subject of this contract). "Indemnitees" means City and its officers, officials, independent contractors, agents, and employees, excluding the Contractor. (c) Other Provisions Separate. Nothing in this section shall affect any warranties in favor of the City that are otherwise provided in or arise out of this contract. This section is in addition to and shall be construed separately from any other indemnification provisions that may be in this contract. (d) Survival. This section shall remain in force despite termination of this contract (whether by expiration of the term or otherwise) and termination of the services of the Contractor under this contract. (e) Limitations of the Contractor's Obligation. If this section is in, or is in connection with, a contract relative to the design, planning, construction, alteration, repair or maintenance of a building, structure, highway, road, appurtenance or appliance, including moving, demolition and excavating connected therewith, then subsection "a" above shall not require the Contractor to indemnify or hold harmless Indemnitees against liability for damages arising out of bodily injury to persons or damage to property proximately caused by or resulting from the negligence, in whole or in part, of Indemnitees.

Sec. 12. Trade Secrets; Confidentiality. The request for proposals (RFP) section titled "Trade Secrets and Confidentiality" shall apply to any Trade Secrets disclosed to the City during the process leading to the parties' entering into this Contract (including all of the Contractor's responses to the RFP). This section (titled "Trade Secrets; Confidentiality") shall remain in force despite termination of this contract (whether by expiration of the term or otherwise) and termination of the services of the Contractor under this contract. For purposes of this contract, the word "candidate" in the RFP section just cited shall mean the "Contractor."

Sec. 13. Termination for Convenience ("TFC"). (a) *Procedure.* Without limiting any party's right to terminate for breach, the parties agree that the City may, without cause, and in its discretion, terminate this contract for convenience by giving the Contractor written notice that refers to this section. TFC shall be effective at the time indicated in the notice. (b) *Obligations.* Upon TFC, all obligations that are still executory on both sides are discharged except that any right based on prior breach or performance survives, and the indemnification provisions and the section of this contract titled Trade Secrets and Confidentiality, if any, shall remain in force. At the time of TFC or as soon afterwards as is practical, the Contractor shall give the City all Work, including partly completed Work. In case of TFC, the Contractor shall follow the City's instructions as to which subcontracts to terminate. (c) *Payment.* The City shall pay the Contractor an equitable amount for the costs and charges that accrue because of the City's decisions with respect to the subcontracts, but excluding profit for the Contractor. Within 20 days after TFC, the City shall pay the Contractor one hundred dollars as a TFC fee and shall pay the Contractor for all Work performed except to the extent previously paid for. Work shall be paid for in accordance with the method (unit prices, hourly fees, etc.) to be used for payment had the Work been completed except to the extent it would be inequitable to either party, and if Work was to be paid for on a lump-sum basis, the City shall pay the part of the lump sum that reflects the percentage of completion attained for that Work. The Contractor shall not be entitled to any payment because of TFC except as stated in this section, whether on the basis of overhead, profit, damages, other economic loss, or otherwise.

Sec. 14. State Law Provisions.

E-Verify Requirements. (A) If this contract is awarded pursuant to North Carolina General Statutes (NCGS) 143-129 – (i) the contractor represents and covenants that the contractor and its subcontractors comply with the requirements of Article 2 of Chapter 64 of the NCGS; (ii) the words "contractor," "contractor's subcontractors," and "comply" as used in this subsection (A) shall have the meanings intended by NCGS 143-129(j); and (iii) the City is relying on this subsection (A) in entering into this contract. (B) If this contract is subject to NCGS 143-133.3, the contractor and its subcontractors shall comply with the requirements of Article 2 of Chapter 64 of the NCGS.

Sec. 15. Miscellaneous.

(a) Choice of Law and Forum; Service of Process. (i) This contract shall be deemed made in Durham County, North Carolina. This contract shall be governed by and construed in accordance with the law of North Carolina. The exclusive forum and venue for all actions arising out of this contract shall be the North Carolina General Court of Justice, in Durham County. Such actions shall neither be commenced in nor removed to federal court. This subsection (i) shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this subsection. (ii) If the Contractor is not a natural person (for instance, the Contractor is a corporation or limited liability company), this subsection (ii) applies. "Agent for Service of Process" means every person now or hereafter appointed by the Contractor to be served or to accept service of process in any State of the United States. Without excluding any other method of service authorized by law, the Contractor agrees that every Agent for Service of Process is designated as its non-exclusive agent for service of process, summons, and complaint. The Contractor will instruct each Agent for Service of Process that after such agent receives the process, summons, or complaint, such agent shall promptly send it to the Contractor. This subsection (ii) does not apply while the Contractor maintains a registered agent in North Carolina with the office of the N. C. Secretary of State and such registered agent can be found with due diligence at the registered office.

(b) Waiver. No action or failure to act by the City shall constitute a waiver of any of its rights or remedies that arise out of this contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

(c) Performance of Government Functions. Nothing contained in this contract shall be deemed or construed so as to in any way estop, limit, or impair the City from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

(d) Severability. If any provision of this contract shall be unenforceable, the remainder of this contract shall be enforceable to the extent permitted by law.

(e) Assignment, Successors and Assigns. Without the City's written consent, the Contractor shall not assign (which includes to delegate) any of its rights (including the right to payment) or duties that arise out of this contract. The City Manager may consent to an assignment without action by the City Council. Unless the City otherwise agrees in writing, the Contractor and all assignees shall be subject to all of the City's defenses and shall be liable for all of the Contractor's duties that arise out of this contract and all of the City's claims that arise out of this contract. Without granting the Contractor the right to assign, it is agreed that the duties of the Contractor that arise out of this contract shall be binding upon it and its heirs, personal representatives, successors, and assigns.

(f) Compliance with Law. In performing all of the Work, the Contractor shall comply with all applicable law.

(g) Notice of City Policy. THE CITY OPPOSES DISCRIMINATION ON THE BASIS OF RACE AND SEX AND URGES ALL OF ITS CONTRACTORS TO PROVIDE A FAIR OPPORTUNITY FOR MINORITIES AND WOMEN TO PARTICIPATE IN THEIR WORK FORCE AND AS SUBCONTRACTORS AND VENDORS UNDER CITY CONTRACTS.

(h) EBOP. The Contractor shall comply with all applicable provisions of Article III of Chapter 18 of the Durham City Code (Equal Business Opportunities Ordinance), as amended from time to time. The failure of the Contractor to comply with that article shall be a material breach of contract which may result in the rescission or termination of this contract and/or other appropriate remedies in accordance with the provisions of that article, this contract, and State law. The Participation Plan submitted in accordance with that article is binding on the Contractor. Section 18-59(f) of that article provides, in part, "If the City Manager determines that the Contractor has failed to comply with the provisions of the Contract, the City Manager shall notify the Contractor in writing of the deficiencies. The Contractor shall have 14 days, or such time as specified in the Contract, to cure the deficiencies or establish that there are no deficiencies." It is stipulated and agreed that those two quoted sentences apply only to the Contractor's alleged violations of its obligations under Article III of Chapter 18 and not to the Contractor's alleged violations of other obligations.

(i) No Third Party Rights Created. This contract is intended for the benefit of the City and the Contractor and not any other person.

(j) Principles of Interpretation and Definitions. (1) The singular includes the plural and the plural the singular. The pronouns "it" and "its" include the masculine and feminine. References to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation. References to contracts and agreements shall be deemed to include all amendments to them. The words "include," "including," etc. mean include, including, etc. without limitation. (2) References to a "Section" or "section" shall mean a section of this contract. (3) "Contract" and "Agreement," whether or not capitalized, refer to this instrument. (4) "Duties" includes obligations. (5) The word "person" includes natural persons, firms, companies, associations, partnerships, trusts, corporations, governmental agencies and units, and other legal entities. (6) The word "shall" is

mandatory. (7) The word "day" means calendar day. (8) The word "Work" is defined in Section 2. (9) A definition in this contract will not apply to the extent the context requires otherwise.

(k) Modifications. Entire Agreement. A modification of this contract is not valid unless signed by both parties and otherwise in accordance with requirements of law. Further, a modification is not enforceable against the City unless it is signed by the City Manager, a deputy or assistant City Manager, or, in limited circumstances, a City department director. This contract contains the entire agreement between the parties pertaining to the subject matter of this contract. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in this contract.

(l) City's Manager's Authority. To the extent, if any, the City has the power to suspend or terminate this contract or the Contractor's services under this contract, that power may be exercised by City Manager or a deputy or assistant City Manager without City Council action.

(m) City of Durham Livable Wage Rate. Although this Agreement was not awarded to Contractor pursuant to, or conditioned upon compliance with Article II of Chapter 18 of the Durham City Code ("City's Livable Wage Ordinance"), Contractor agrees to pay a minimum compensation to its employees, whether fulltime, part time or hourly, equal to or greater than the City of Durham's liveable wage as may be adjusted by the City during the term of this Agreement. Contractor shall contractually require its subcontractor(s) to comply with these same requirements for subcontractor employees.

(i) Livable Wage Compliance. Enforcement of the required liveable wage rate under this Agreement shall be in accordance with Section 18-21 of the City's Livable Wage Ordinance. In the event of a finding by the City Manager that any employee of Contractor has been paid less than the compensation to which the employee is entitled pursuant to the city's liveable wage ordinance, Contractor shall make restitution to the employee for the amount due. Contractor shall also pay liquidated damages to the City in the amount of fifty dollars (\$50.00) per day for each employee so underpaid, provided, however, that these damages shall not be assessed for wage underpayment violations to any individual which amount to a total of less than one dollar (\$1.00) in any payroll period. Should an employee be found to have been discriminated against for seeking to enforce the provisions of the City's Livable Wage Ordinance, and if the service worker has been terminated from employment, he or she shall be reinstated upon an order to do so from the City Manager or a judicial officer.

(ii) Adjustment of Manager Compensation with Liveable Wage Increases. If during the Term of the Agreement, there is an increase in the liveable wage rate by the City of Durham, Contractor shall have the right to request an amendment to the Agreement to adjust compensation to the Contractor, if necessary, to accommodate such increase in the liveable wage rate paid to its employees. Within 30 days after being notified by the City of an increase in the city liveable wage rate, Contractor shall provide notice to the City that it wishes to execute an amendment to the Agreement. Contractor shall provide all necessary accounting, payroll and documentation requested by the City to determine the adjustment amount. Failure to timely request an amendment to the Agreement pursuant to this Section 15(m) shall constitute a waiver of such right, but shall not relieve Contractor of its obligations to pay the liveable wage rate as pursuant to this Section 13.4.

IN WITNESS WHEREOF, the City and the Contractor have caused this contract to be executed under seal themselves or by their respective duly authorized agents or officers.

ATTEST:

CITY OF DURHAM

By: _____

preaudit certificate, if applicable _____

Universal Protection Services, LLC

By: _____ (SEAL)
Manager

State of _____ ACKNOWLEDGMENT BY PARTNERSHIP

County of _____

I, a notary public in and for said county and state, certify that
_____ personally (1) appeared before me this day, (2)
stated that he or she is a manager of Universal Protection Services, LLC, a limited liability
company organized and existing under the laws of the State of Delaware, and that if he or she is
a manager of the company automatically by reason of being a member of the company, the
operating agreement does not change that status, (3) acknowledged that the foregoing contract
with the City of Durham carries on the company's business in the usual way, and (4)
acknowledged the due execution, under seal, of the contract on behalf of the company. This the
_____ day of _____, 20_____.

My commission expires: _____

Notary Public

**EXHIBIT A
SECURITY LABOR COVERAGE**

CHAPEL HILL STREET PARKING GARAGE	# of Security Guards Required for 24hr/7days per week coverage	Hourly Rate	Price Per Month	Price Per Year
Base Year 1 <i>(January 1, 2019-December 31, 2019)</i>	5	\$20.37	\$14,870.10	\$178,441.20
Base Year 2 <i>(January 1, 2020 – December 31, 2020)</i>	5	\$20.37	\$14,870.10	\$178,441.20
Option Year 1 <i>(January 1, 2021 – December 31, 2021)</i>	5	\$20.70	\$15,317.20	\$183,805.44

CHURCH STREET PARKING GARAGE	# of Security Guards Required for 24hr/7days per week coverage	Hourly Rate	Price Per Month	Price Per Year
Base Year 1 <i>(January 1, 2019-December 31, 2019)</i>	5	\$20.37	\$14,870.10	\$178,441.20
Base Year 2 <i>(January 1, 2020 – December 31, 2020)</i>	5	\$20.37	\$14,870.10	\$178,441.20
Option Year 1 <i>(January 1, 2021 – December 31, 2021)</i>	5	\$20.70	\$15,317.20	\$183,805.44

CORCORAN STREET PARKING GARAGE	# of Security Guards Required for 24hr/7days per week coverage	Hourly Rate	Price Per Month	Price Per Year
Base Year 1 <i>(January 1, 2019-December 31, 2019)</i>	5	\$20.37	\$14,870.10	\$178,441.20
Base Year 2 <i>(January 1, 2020 – December 31, 2020)</i>	5	\$20.37	\$14,870.10	\$178,441.20
Option Year 1 <i>(January 1, 2021 – December 31, 2021)</i>	5	\$20.70	\$15,317.20	\$183,805.44

DURHAM CENTRE PARKING GARAGE	# of Security Guards Required for 24hr/7days per week coverage	Hourly Rate	Price Per Month	Price Per Year
Base Year 1 <i>(January 1, 2019- December 31, 2019)</i>	5	\$20.37	\$14,870.10	\$178,441.20
Base Year 2 <i>(January 1, 2020 – December 31, 2020)</i>	5	\$20.37	\$14,870.10	\$178,441.20
Option Year 1 <i>(January 1, 2021 – December 31, 2021)</i>	5	\$20.70	\$15,317.20	\$183,805.44

MORGAN/ RIGSBEE PARKING GARAGE	# of Security Guards Required for 24hr/7days per week coverage	Hourly Rate	Price Per Month	Price Per Year
Base Year 1 <i>(January 1, 2019- December 31, 2019)</i>	5	\$20.37	\$14,870.10	\$178,441.20
Base Year 2 <i>(January 1, 2020 – December 31, 2020)</i>	5	\$20.37	\$14,870.10	\$178,441.20
Option Year 1 <i>(January 1, 2021 – December 31, 2021)</i>	5	\$20.70	\$15,317.20	\$183,805.44

**EXHIBIT B
CITY OF DURHAM HOLIDAY SCHEDULE**

2019

Holiday	Day of Week	Date
New Year's Day	Tuesday	January 1
Martin Luther King, Jr. Birthday	Monday	January 21
Good Friday	Friday	April 19
Memorial Day	Monday	May 27
Independence Day	Thursday	July 4
Labor Day	Monday	September 2
Veterans Day	Monday	November 11
Thanksgiving Day	Thursday and Friday	November 28 and 29
Christmas	Monday, Tuesday, Wednesday	December 23, 24, 25

2020

Holiday	Day of Week	Date
New Year's Day	Wednesday	January 1
Martin Luther King, Jr. Birthday	Monday	January 20
Good Friday	Friday	April 10
Memorial Day	Monday	May 25
Independence Day	Friday	July 3
Labor Day	Monday	September 7
Veterans Day	Wednesday	November 11
Thanksgiving Day	Thursday and Friday	November 26 and 27
Christmas	Thursday and Friday	December 24 and 25

2021

Holiday	Day of Week	Date
New Year's Day	Friday	January 1
Martin Luther King, Jr. Birthday	Monday	January 18
Good Friday	Friday	April 2
Memorial Day	Monday	May 31
Independence Day	Monday	July 5
Labor Day	Monday	September 6
Veterans Day	Thursday	November 11
Thanksgiving Day	Thursday and Friday	November 25 and 26
Christmas	Friday and Monday	December 24 and 27

