

D. "Current City Employee" – means a person who is an employee of the City.

E. "Former City Employee" – means a person who was an employee of the City at any time within the preceding 24 months.

3. **CONTRACT TERM.** This Contract shall be effective as noted below, unless sooner terminated by either party as specified in *Section 10, Contract Termination*. Contract is subject to Reno City Council approval (anticipated to be February 28, 2018).

Effective from:	October 1, 2021	To:	September 30, 2025
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4. **NOTICE.** Unless otherwise specified, termination shall not be effective until thirty(30) calendar days after a party has served written notice of termination for default, or notice of termination without cause upon the other party. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, posted prepaid on the date posted, and addressed to the other party at the address specified above.

5. **INCORPORATED DOCUMENTS.** The parties agree that this Contract with Attachment 1 (Reno City Hall & Parking Garage Scope of Work) and the following incorporated attachments.

ATTACHMENT AA:	COST SCHEDULE
ATTACHMENT BB:	INSURANCE SCHEDULE

A Contractor's attachment shall not contradict or supersede any City specifications, terms or conditions without written evidence of mutual assent to such change appearing in this Contract.

6. **CONSIDERATION.** The parties agree that Contractor will provide the services specified in *Section 5, Incorporated Documents* at a cost as noted below:

Total Contract Not to Exceed:	\$1,725,000.00
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The contractual authority, as identified by the not to exceed amount, does not obligate the City of Reno to expend funds or purchase goods or services up to that amount; the purchase amount will be controlled by the individual using City purchase orders or other authorized means of requisition for services and/or goods as submitted to and accepted by the Contractor.

The City does not agree to reimburse Contractor for expenses unless otherwise specified in the incorporated attachment provided that any such reimbursements shall be within the total contract not-to-exceed amount.

7. **CONTRACT DOCUMENTS.** The parties agree that the incorporated attachments of this Contract are also specifically a part of this Contract.

8. **BILLING SUBMISSION: TIMELINESS.** The parties agree that timeliness of billing is of the essence to the Contract and recognize that the City is on a fiscal year. All billings for dates of service prior to July 1 must be submitted to the City no later than the first Friday in August of the same calendar year. A billing submitted after the first Friday in August, which forces the City to process the billing after the last day of any fiscal year, will subject the Contractor to an administrative fee not to exceed one hundred dollars (\$100.00). The parties hereby agree this is a reasonable estimate of the additional costs to the City for processing any individual billing after the last day of any given fiscal year and that this amount will be automatically deducted from each payment due to the Contractor.

9. **INSPECTION & AUDIT.**

A. Books and Records. Contractor agrees to keep and maintain under generally accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to the

City, State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all City, State and federal regulations and statutes.

- B. Inspection & Audit. Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or without notice by the City or its authorized agent (and City designated Auditor when applicable), and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts shall reflect requirements of this Section.
- C. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained a minimum three (3) years, and for five (5) years if any federal funds are used pursuant to the Contract. The retention period runs from the date of payment for the relevant goods or services by the City, or from the date of termination of the Contract, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

#### 10. **CONTRACT TERMINATION.**

- A. Termination Without Cause. Any discretionary or vested right of renewal notwithstanding, this Contract may be terminated upon written notice by mutual consent of both parties, or unilaterally by either party without cause.
- B. City Termination for Non-Appropriation (NRS 354.626). The continuation of this Contract beyond the fiscal year is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the Reno City Council and/or federal sources. The City may terminate this Contract, and Contractor waives any and all claims(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the funding from City and/or federal sources is not appropriated or is withdrawn, limited, or impaired.
- C. Cause Termination for Default or Breach. A default or breach may be declared with or without termination. This Contract may be terminated by either party upon thirty (30) days written notice of default or breach to the other party as follows:
  - 1) If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or
  - 2) If any City, County, State or Federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
  - 3) If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or
  - 4) If the City materially breaches any material duty under this Contract and any such breach impairs Contractor's ability to perform; or
  - 5) If it is found by the City that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the City of Reno with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or
  - 6) If it is found by the City that Contractor has failed to disclose any material conflict of interest relative to the performance of this Contract.
- D. Time to Correct. Termination upon declared default or breach may be exercised only after service of formal written notice as specified in *Section 4, Notice*, and the subsequent failure of the defaulting party within fifteen (15)

calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.

E. Winding Up Affairs Upon Termination. In the event of termination of this Contract for any reason, the parties agree that the provisions of this Section survive termination:

- 1) The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;
- 2) Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the City;
- 3) Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by the City;
- 4) Contractor shall preserve, protect and promptly deliver into City possession all proprietary information in accordance with *Section 21, City Ownership of Proprietary Information.*

11. **REMEDIES.** Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. It is specifically agreed that reasonable attorneys' fees shall include without limitation one hundred and twenty-five dollars (\$125.00) per hour. The City may set off consideration against any unpaid obligation of Contractor to any City. In the event that the Contractor voluntarily or involuntarily becomes subject to the jurisdiction of the Bankruptcy Court, the City may set off consideration against any unpaid obligation of Contractor to the City or its agencies, to the extent allowed by bankruptcy law.
12. **LIMITED LIABILITY.** The City will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to consequential, incidental, indirect or punitive damages or damages for lost profits. Liquidated damages shall not apply unless otherwise specified in the incorporated attachments. Damages for any City breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the fiscal year budget in existence at the time of the breach. Damages for any Contractor breach shall not exceed one hundred and fifty percent (150%) of the Contract maximum "not to exceed" value.
13. **FORCE MAJEURE.** Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.
14. **INDEMNIFICATION.** Contractor shall indemnify, hold harmless and defend the City, its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against all liabilities, claims, actions, damages, losses, and expenses including without limitation reasonable attorneys' fees and costs, (hereinafter referred to collectively as "Claims") for bodily injury or personal injury including death, or loss or damage to tangible or intangible property to the extent caused, or alleged to be caused, in whole or in part, by the negligent acts or omissions or willful misconduct of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. The City may participate in any litigation with separate counsel at the City's expense. This indemnity includes any Claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except to the extent Claims arise from the negligent acts or omissions or willful misconduct of the Indemnatee, be indemnified by Contractor from and against any all Claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the City, its officers, officials and employees for losses arising from the work performed by the Contractor for the City.

15. **INDEPENDENT CONTRACTOR.** Contractor is associated with the City only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted services pursuant to this Contract, Contractor is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for the City whatsoever with respect to the indebtedness, liabilities, and obligations of Contractor or any other party. Contractor shall be solely responsible for, and the City shall have no obligation with respect to: (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to employees of the City; (4) participation or contributions by either Contractor or the City to the Public Employees Retirement System; (5) accumulation of vacation leave or sick leave; or (6) unemployment compensation coverage provided by the City. Contractor shall indemnify and hold City harmless from, and defend City against, any and all coverage provided by the City. Contractor shall indemnify and hold City harmless from, and defend City against, any and all losses, damages, claims, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes or fees. Neither Contractor nor its employees, agents, nor representatives shall be considered employees, agents, or representatives of the City and Contractor shall evaluate the nature of services and the term of the Contract negotiated in order to determine "independent contractor" status, and shall monitor the work, relationship throughout the term of the Contract to ensure that the independent contractor relationship remains as such.
16. **INSURANCE SCHEDULE.** Unless expressly waived in writing by the City, Contractor, as an independent contractor and not an employee of the City, must carry policies of insurance and pay all taxes and fees incident hereunto. Policies shall meet the terms and conditions as specified within this Contract along with the additional limits and provisions as described in *Attachment BB*, incorporated hereto by attachment. The City shall have no liability except as specifically provided in the Contract.

The Contractor shall not commence work before:

- 1) Contractor has provided the required evidence of insurance to the Contracting Agency of the City, and
- 2) The City has approved the insurance policies provided by the Contractor.

Prior to approval of the insurance policies by the City shall be a condition precedent to any payment of consideration under this Contract and the City's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent to this Contract. Any failure of the City to timely approve shall not constitute a waiver of the condition.

- A. Insurance Coverage. The Contractor shall, at the Contractor's sole expense, procure, maintain and keep in force for the duration of the Contract insurance conforming to the minimum limits as specified in *Attachment BB*, incorporated hereto by attachment. Unless specifically stated herein or otherwise agreed to by the City, the required insurance shall be in effect prior to the commencement of work by the Contractor and shall continue in force as appropriate until:

- 1) Conclusions of all services rendered pursuant to this Contract; or
- 2) Such time as the insurance is no longer required by the City under the terms of this Contract; whichever occurs later.

Any insurance or self-insurance available to the City shall be in excess of and non-contributing with, any insurance required from Contractor. Contractor's insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by the City, Contractor shall provide the City with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify the City and immediately replace such insurance or bond with an insurer meeting the requirements.

- B. General Requirements.

- 1) Additional Insured: By endorsement to the general liability insurance policy, the City of Reno, its officers, and employees shall be named as additional insureds for all liability arising from the Contract, to the extent of the insurance limits agreed to in this Contract.



- 2) Waiver of Subrogation: Each insurance policy shall provide for a waiver of subrogation against the City of Reno, its officers, and employees for losses arising from work/materials/equipment performed or provided by or on behalf of the Contractor.
- 3) Cross Liability: All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.
- 4) Deductibles and Self-Insured Retentions: Insurance maintained by Contractor may contain deductibles or self-insured retentions. Such deductibles or self-insured retentions shall not relieve Contractor from the obligation to pay any loss or claim for which Contractor is responsible under this Contract. Any deductibles or self-insured retentions must be declared to and approved by City Risk Management. Approval of such will not be unreasonably withheld upon Contractor demonstration of financial capacity to carry said deductibles. Payment of deductibles and self-insured retentions shall be the sole responsibility of the Contractor.
- 5) Policy Cancellation: Except for ten (10) days notice for non-payment of premiums, each insurance policy shall be endorsed to state that without thirty (30) days prior written notice to the City of Reno, c/o Risk Manager, P.O. Box 1900, Reno, NV 89505, the policy shall not be canceled, non-renewed or coverage and/or limits reduced or materially altered, and shall provide that notices required by this Section shall be sent by certified mail to the address shown on page one (1) of this contract.
- 6) Approved Insurer: Each insurance policy shall be:
  - a) Issued by insurance companies authorized to do business in the City of Reno or eligible surplus lines insurers acceptable to the City and having agents in Nevada upon whom service of process may be made; and
  - b) Currently rated by A.M. Best as "A-VII" or better.

C. Evidence of Insurance.

Prior to the start of any work, Contractor must provide the following documents to the City::

- 1) Certificate of Insurance: The Accord 25 Certificate of Insurance form or a form substantially similar must be submitted to the City to evidence the insurance policies and coverages required of Contractor. The certificate must name the City of Reno, its officers, and employees as the certificate holder. The certificate should be signed by a person authorized by the insurer to bind coverage on its behalf. The City project/Contract number; description and Contract effective dates shall be noted on the certificate, and upon renewal of the policies listed, Contractor shall furnish the City with replacement certificates.

**Mail all required insurance documents to the Risk Manager for the City, at the address identified above.**

- 2) Additional Insured Endorsement: An Additional Insured Endorsement, signed by an authorized insurance company representative, must be submitted to the City to evidence the endorsement of the City as an additional insured.
- 3) Review and Approval: Documents specified above must be submitted for review and approval by the City prior to the commencement of work by Contractor. Neither approval by the City nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its subcontractors, employees or agents to the City or others, and shall be in addition to and not in lieu of any other remedy available to the City under this Contract or otherwise. The City reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

17. **COMPLIANCE WITH LEGAL OBLIGATIONS.** Contractor shall procure and maintain for the duration of this Contract any City, county, city or federal license, authorization, waiver, permit qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are the responsibility of Contractor in accordance with NRS 361.157 and NRS 361.159. Contractor agrees to be responsible for payment of any such government obligations not paid by its

subcontractors during performance of this Contract. The City may set-off against consideration due any delinquent government obligation due to City.

18. **WAIVER OF BREACH.** Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.
19. **SEVERABILITY.** If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.
20. **ASSIGNMENT/DELEGATION.** To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by City, such offending portion of the assignment shall be void, and shall be a breach of this Contract. Contractor shall neither assign, transfer nor delegate any rights, obligations nor duties under this Contract without the prior written consent of the City.
21. **CITY OWNERSHIP OF PROPRIETARY INFORMATION.** Any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under the Contract), or any other documents or drawings, prepared or in the course of preparation by Contractor (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of the City and all such materials shall be delivered into City possession by Contractor upon completion, termination, or cancellation of this Contract. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Contract without the prior written consent of the City. Notwithstanding the foregoing, the City shall have no proprietary interest in any materials licensed for use by the City that are subject to patent, trademark, or copyright protection.
22. **PUBLIC RECORDS.** Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The City has a legal obligation to disclose such information unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 332.025, provided that Contractor thereby agrees to indemnify and defend the City for honoring such a designation. The failure to so label any document that is released by the City shall constitute a complete waiver of any and all claims for damages caused by any release of the records. Contractor shall not release any information directly to the public and all such requests shall be processed through the City in consultation with the City Attorney's Office.
23. **CONFIDENTIALITY.** Contractor shall keep confidential all information, in whatever form, produced, prepared, observed or received by Contractor to the extent that such information is confidential by law or otherwise required by this Contract.
24. **FEDERAL FUNDING.** In the event federal funds are used for payment of all or part of this Contract:
  - A. Contractor certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt 67, Section 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
  - B. Contractor and its subcontracts shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted there under contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.
  - C. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)

25. **LOBBYING.** The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:
- A. Any federal, State, county or local agency, legislature, commission, council or board;
  - B. Any federal, State, county or local legislator, commission member, council member, board member, or other elected official; or
  - C. Any officer or employee of any federal, State, county or local agency; legislature, commission, council or board.
26. **WARRANTIES.**
- A. General Warranty. Contractor warrants that all services, deliverables, and/or work products under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry, shall conform to or exceed the specifications set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.
27. **PROPER AUTHORITY.** The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. Contractor acknowledges that as required by statute or regulation this Contract is effective only after approval by the Reno City Council and only for the period of time specified in the Contract. Any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.
28. **NOTIFICATION OF UTILIZATION OF CURRENT OR FORMER CITY EMPLOYEES.** Contractor has disclosed to the City all persons that the Contractor will utilize to perform services under this Contract who are Current City Employees or Former City Employees. Contractor will not utilize any of its employees who are Current City Employees or Former City Employees to perform services under this Contract without first notifying the City of the identity of such persons and the services that each such person will perform, and receiving from the City Manager's written approval for the use of such persons.
29. **GOVERNING LAW: JURISDICTION.** This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. The parties consent to the exclusive jurisdiction of the Second Judicial District Court, Reno, Nevada for enforcement of this Contract.
30. **ENTIRE CONTRACT AND MODIFICATION.** This Contract and its integrated attachment(s) constitute the entire agreement of the parties and as such are intended to be the complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the City Attorney's Office and the Reno City Council.

-SIGNATURE PAGE FOLLOWS-

IN WITNESS WHEREOF, the parties have caused this Contract to be signed and intend to be legally bound thereby.

ALLIED UNIVERSAL SECURITY SERVICE

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

Its: \_\_\_\_\_

Dated: this \_\_\_\_ day of \_\_\_\_\_, 2021

CITY OF RENO

ATTEST:

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

Hillary L. Schieve, Mayor

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

Mikki Hunstman, City Clerk

Dated: this \_\_\_\_ day of \_\_\_\_\_, 2021

APPROVED AS TO FORM:

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

Susan Ball Rothe, Deputy City Attorney

## **ATTACHMENT 1 – RENO CITY HALL & PARKING GARAGE SECURITY SCOPE OF WORK**

The tasks and duties for Security officers assigned to the Reno City Hall and Parking Garage shall include, but not necessarily be limited to the following Scope of Work:

- A. **Customer Service and General Protocol** – Security Officers will be required to offer assistance to any City staff member or Patron who genuinely appears to need assistance, as well as to any person reasonably believed to be acting in a suspicious manner. General duties include, but are not limited to: Greeting the public as they enter City Hall; assisting individuals with directions, general information, etc.; maintaining a visible presence to deter criminal activity; reporting hazards, suspicious circumstances to law enforcement and appropriate chain of command; escorting employees to vehicles; responding to emergencies; and handling other duties requested by the Client (City of Reno).

*The following protocol was developed by Allied Universal, in agreement with the City of Reno:*

Allied Universal's [primary means of] loss prevention is to offer customer service to avert theft, property damage, etc. Officers are required to familiarize themselves with the City Hall and the Parking Garage layout, to be able to answer questions from Staff or Patrons regarding department locations, and to be able to respond in a timely manner to situations that may arise in the City Hall "Campus" (City Hall, Parking Garage, and adjacent sidewalks). The presence of an Officer patrolling the campus will have the most impact on any potential vandals or troublemakers.

Most of the Officer's shift time will be spent in the designated assignment areas of the campus, as deemed by the Client representative(s). There is also the expectation that regular checks will be conducted on the interior and exterior of City Hall and/or the Parking Garage.

Officers must be alert to anyone who may be engaging in suspicious conduct, such as:

- Anyone who has remained in a particular part of the campus for an unusually long period of time;
- Anyone who appears to be 'keeping watch';
- Anyone constantly looking around to ascertain the whereabouts of staff, or to determine whether anyone is watching them;
- Anyone who, for no apparent reason, approaches and interacts with staff/security in an over- friendly manner; or
- Persons acting suspiciously in blind corners or areas not in the general flow of Patrons or Staff;

When someone is acting in any way described above, the Officer should maintain a strong visual presence in the area in an attempt to deter the suspect. Under no circumstances is the officer to approach any person and tell or accuse them of what the officer thinks they have done.

Once the officer has spoken to the suspect, walk away to give them sufficient room to leave the campus area discreetly, although continue to observe them from a suitable distance, in case they do not take your advice.

It is important that the Officer learns to remember suspicious individuals and their faces, so that next time they are in the area you are able to discreetly let them know you are aware of their presence e.g.; approach them and say "Hello again, how are you today"? This information is to be listed on the Daily Activity Log maintained by the Officer assigned to the Parking Garage.

### **Officer Conduct**

Officers should never engage in any of the following conduct:

- Never accuse a person on the basis of what someone else has told you.
- When you are in doubt do not attempt to act, just observe and remember it for the future, because you may be wrong.
- Never engage in an argument of any kind with a Patron or Staff, no matter how wrong you think they are. Call your supervisor, inform them of the circumstances and request they attend the customer. Remain nearby, in case further assistance is required. Be aware that if the Patron or Staff has a complaint, your presence may only agitate the Patron or Staff. However, if the Patron or Staff acts in a boisterous and unruly manner, stand back and observe.
- All Officers are to comply with Company values and behavior. Diversity and Equal Opportunity policies. Sexual Harassment, Harassment, Discrimination or Bullying will not be tolerated.
- All Officers are to ensure the safety, Health and well-being. Behave in a way that ensures your safety and the safety of others.

- B. **Security Officer Posting Schedule** – The following post coverage, which is subject to change, must be met:

Location	Officer Category (# of officers)	Day(s) of the Week	Time	Remarks
City Hall	Armed Supervisor (1)	Monday-Friday, (excluding holidays)	0800-1700	
City Hall	Armed Officer (1)	Monday-Friday, (excluding holidays)	0700-1600	
City Hall	Armed Officer (1)	Monday-Friday, (excluding holidays)	0700-1200	
City Hall	Armed Officer (1)	Monday-Friday, (excluding holidays)	1200-2000	
City Hall	Armed Officer (1)	Wednesday (Typ.)	2000-End of Meeting	Planning Commission Meeting
City Hall	Armed Officer (1)	Wednesday (Typ.)	0900-End of Meeting	City Council Meeting
Parking Garage	Armed Officer (1)	Monday-Friday	0000-0700 and 1700-2400	
Parking Garage	Armed Officer (1)	Saturday-Sunday	0000-2400	
Parking Garage	Armed Officer (1)	Saturday	2000-2400	Special Events (Typ. 6 events/year)
Parking Garage	Armed Officer (1)	Sunday	0000-0300	Special Events (Typ. 6 events/year)

- C. **Early/Late Meeting Procedures** - For early (prior to 0900), late (after 1600), or weekend public meetings held in City Hall, officers shall follow these procedures:

1. Unlock the Virginia Street Entrance Door prior to the meeting.
2. A minimum of one officer shall remain in the First Floor lobby during the meeting(s) unless a security issue needs to be resolved elsewhere in the building.
3. Lock the Virginia Street Entrance once the meeting(s) has ended.
4. Ensure that non-employee/non-tenant meeting attendees have left the building, unless they are still in the presence of a City employee or City Hall tenant.

5. If you are requested to escort City employees or tenants to their cars in the City Hall Parking Garage or on-street parking space adjacent to City Hall, do so after the Virginia Street Entrance has been locked.

#### **D. City Council Meeting Procedures –**

##### **Public Entry Point**

The west set of double doors (nearest the bike rack in the City Hall lobby) will serve as the public entry point into the Council Chambers. The doors will not be used as a non-emergency exit. All members of the public will be required to pass through a metal detector and bag-check station, manned by Allied Universal Security officers. A list of prohibited items will be posted at the entry point and each time an individual needs to enter the Chambers on Council Meeting Days, they will be required to pass through this security station.

##### **City of Reno Employee Entry Points**

The east set of double doors (all City employees) and mailroom hallway door (City employees with access rights) will serve as the employee entry points into the City Council Chambers. The east set of double doors will also serve as the primary exit point for all Council Chamber occupants, to include the public.

When entering either entry point, the door(s) will be locked and require an employee badge to access the door. **Please note: *Non-employees are not allowed to enter these doors and employees should not grant access to unauthorized individuals prior to and during Council meetings.***

- E. **Mail Room Access** - The contents in the mail room are confidential and the following procedure must be adhered to at all times, with no exceptions.

1. If anyone asks for keys to the mailroom and they unknown to the officer, verify the identity of the requestor by observing picture id and ensure that the requestor is a current City of Reno employee with authorization to enter the mail room.
2. Physically escort the requestor to the mail room and unlock the door (do not provide a key to the requestor).
3. Remain with the requestor as they pick up or drop off their mail.
4. Lock the mail room door when the requestor is finished.
5. If someone has a key that was issued to them for the mail room, they are authorized personnel and may enter the mail room unescorted.



- F. **In-House Security Cameras** - Monitor in-house security cameras and copy video for incident reports, client requests, or public information requests, as directed by Client representative(s).
- G. **In-House Panic Alarms** - Monitor in-house panic alarm keypad and contact law enforcement (911) if panic alarm is activated.
- H. **Service Call Response** - Attend to calls from City staff as needed (may include monitoring, detaining, or requesting law enforcement remove individuals jeopardizing the safety of employees, tenants, visitors, and/or property).
- I. **Parking Garage Assistance** – Assist drivers with parking garage ingress and egress (i.e., open or close gates, respond to stuck cards, non-working gates or card readers, etc.).
- J. **Emergency Evacuation:** In the event of a fire alarm (drill or actual emergency) or any other emergency requiring evacuation, assist in the evacuation by ensuring all City Hall occupants and visitors evacuate the building and prevent them from re-entering the building. Notify all employees and visitors when it is safe to return to City Hall after emergency personnel have given an “all clear” signal.
  - **Security Officer Duties During City Hall Evacuation Drills** - During the evacuation drill, the entire facility will be evacuated in accordance with the most current City of Reno Emergency Procedures Manual. When the fire alarm sounds, all facility occupants are expected to evacuate City Hall under the guidance of pre-assigned Building Evacuation Coordinators, Department/Section Monitors and any other Responsible Personnel, and assemble in the designated safe area - City Plaza, located on the south side of 1st Street.

**Officer Posted on 1st Floor When Drill Begins**

1. Direct employees, tenants, vendors, and citizens located in the 1st Floor lobby and Council Chambers to evacuate building using Virginia Street Exit
2. Remain posted at Virginia Street doors to prevent entry by any unauthorized personnel. (Do not allow anyone, except first responders and designated maintenance personnel to enter building for duration of drill until an all-clear signal is provided by the designated incident commander or his/her representative - typically a Fire Officer). (Elevators will be reset by fire personnel.)
3. Do not allow anyone to gather on sidewalks adjacent to City Hall, under the covered break area at the corner of 1st and Virginia Streets, or near the Wells Fargo ATM in front of City Hall.

### **Officer Posted on 2nd Floor When Drill Begins**

1. Direct employees, tenants, vendors, and citizens located in the 2nd Floor lobby to evacuate the building using the east or center stair wells. **DO NOT ALLOW ANY NON-EMERGENCY PERSONNEL TO ENTER OR EXIT THE BUILDING USING THE BRIDGE** - *This is not an emergency exit and personnel that use the bridge may end up sitting in their personal vehicles or gathering in the garage, and cannot be accounted for by our evacuation monitors.*
2. All evacuees must use the stairs and cannot use the elevators (if an individual is unable to physically use the stairs during this drill, direct them to shelter-in-place in the outside vestibule of the east stairwell and the Department/Section Evacuation Monitors will note the "disabled" individual's location on their Evacuation Roll Call Sheet and inform the Building Evacuation Coordinators (designated by blue or yellow vests), who will, in-turn, inform the Incident Commander(s).
3. Remain posted at 2nd Floor Bridge doors to prevent exit or entry by any unauthorized personnel. ( Do not allow anyone, except first responders and designated maintenance personnel to enter building for duration of drill until an all-clear signal is provided by the designated incident commander or his/her representative (typically a Fire Officer).
4. Do not allow anyone to gather in the alley or parking garage.

### **K. City Hall and Parking Garage Patrols –**

- **City Hall and Parking Garage Exterior:** Patrol exterior perimeter of City Hall and Parking Garage hourly to include, but not limited to monitoring loading zones, alley, 1<sup>st</sup> Street and Virginia Streets adjacent to City Hall for vehicles that are parked in restricted areas or that appear suspicious, vandalism to City property, and other potential safety/security hazards. Report potential safety/security concerns as necessary to designated City Staff.
- **City Hall Interior:** Patrol interior of City Hall a minimum of three times per day, to include basement, stairwells and all other floors. Officers shall not enter locked offices or tenant spaces without permission. One of the required patrols must be performed daily after 5:30 p.m. or after the end of a late Public meeting, and will include entry into restrooms utilized by the public to ensure that unauthorized individuals do not remain in City Hall. Ensure that all First and Second Floor doors are locked each night (doors are scheduled to lock automatically, but must be manually checked).

- L. **Incident Reports and Work Order Requests** - Prepare daily Shift Activity Report and report incidents in an incident log. Incident logs shall include detailed information such as situations in which emergency personnel respond to City Hall, problems with visitors, employee/tenant assistance, observed facility damage (i.e., broken windows, door locks that don't work, etc.). Copies of all logs and reports are to be given to designated City staff within 24 hours of a shift or within 24 hours of the incident. These can be hand-delivered or forwarded by e-mail.
- **Mandatory Incident Reporting:** As an Allied Universal Security Officer (AUSO), the City of Reno depends upon the security officer's professional training and judgment in regards to the reporting of incidents to the client representative (Public Works – BTS Admin) - submit reports to **btsadmin@reno.gov**. There are, however, certain incidents where a mandatory written incident report shall be required. These incidents include, but are not necessarily limited to:
    - a. **Crime** - Any crime reported to or observed by AUSO at City Hall Complex
    - b. **Escort/Removal from Property** - Any incident that required an individual or individuals from City Hall Complex by AUSO
    - c. **Major Medical** - Incidents where AUSO requests medical assistance for self or other parties
    - d. **Personal Injuries** - Injuries received by AUSO at City Hall Complex (City Hall, Parking Garage, and adjacent sidewalks/alley)
    - e. **RPD Interaction** - Any incident involving RPD in which AUSO requests RPD assistance or RPD requests input or support from AUSO
    - f. **Use of Force** - Any incident requiring use of force by AUSO
    - g. **Vandalism and/or other Property Damage** - Any vandalism or other property damage reported to or observed by AUSO at City Hall Complex
  - **Work Order Requests:** In the event that the AUSO observes a safety hazard that can't be immediately corrected or other issues that require service from Public Works - BTS, submit a request to **1e1buildings@reno.gov** via e-mail.
- M. **Special Event Traffic Control:** Monitor traffic on 1<sup>st</sup> Street and exiting Parking Garage during special events or emergencies. Typically, during special events, traffic is rerouted along 1<sup>st</sup> Street, resulting in the need to set up barriers in the Parking Garage or rerouting traffic in the garage from the 1<sup>st</sup> Street exit to the Center Street exit. These duties usually take place for approximately 30 minutes at the end of the normal work day as employees, tenants, and citizens exit City Hall at the close of business.

- N. **Parking Garage Duty Clarifications and Property Handling Procedures:** For clarification, the City of Reno owns City Hall and the adjacent sidewalks and alley, as well as the City Hall Parking Garage and adjacent sidewalks. However, the CalNeva Casino is currently leasing and has exclusive use of the following portions of the Parking Garage: Restrooms, elevators, casino entrances, security office, and storage room on the North side of the parking structure and the basement and ramps from/to the Ground Floor. Therefore, the City and its representatives (Allied Universal Security) are not responsible for taking action within these specific locations.

While we appreciate the professional working relationship that we have with CalNeva Security, and welcome the opportunity to share vital security information and observations with one another, Allied Universal Security Officers shall not enter these locations to take security action, with the exception of the CalNeva Security Office, which may be entered to communicate necessary security information.

In the event that an Allied Universal Security Officer observes any suspicious activity in the aforementioned locations, contact CalNeva Security immediately and, if necessary, the Reno Police Department.

- **Property Handling Procedures:** The City of Reno takes security of personal property very seriously, and does not advocate moving property located in a secure location into an unsecure location, without the property owner's permission. If an individual's property is left in a location that threatens the safety, security, or well-being of others; is in a clearly marked location that disallows the item's presence; or appears to be abandoned, then that property may be removed by authorized authorities, but must be logged (see attached form) and placed in an alternate, secure location so that the property owner has the ability to recover the property.
  1. Property collected in City Hall shall be placed in the lost-and-found on the 2nd Floor of City Hall (City Clerk's Office).
  2. Property collected outside City Hall or in the Parking Garage shall be secured in the Parking Garage Property Holding Area for 90 days, or until returned to owner, whichever is sooner.
  3. Property shall not be returned to the owner unless the item(s) are properly identified and the owner signs the log.
  4. If unclaimed property remains in the Parking Garage Property Holding Area after 90 days, a copy of the property tag shall be provided to the City of Reno Safety and Training Manager and he will follow-up with a written disposition order.
- **Abandoned Vehicle Reporting**
  1. During your tours of the City Hall Parking Garage, officers shall be on the lookout for any vehicles that may appear to be abandoned.

2. Fill out an "Abandoned Vehicle Report" (see attached form) and continue to monitor the vehicle during your normal tours.
3. If the identified vehicle is still in the same location after 48 hours, contact Reno Direct and provide them with a copy of the Abandoned Vehicle Report (maintain an additional copy in your files). Reno Direct will prepare a service request and forward it to Parking Enforcement in Public Works.

## Section II - Cost Proposal

Vendors must provide detailed fixed prices for all costs associated with the responsibilities and related services. Clearly specify the nature of all expenses anticipated (refer to **Attachment G, Cost Schedule**).

### ATTACHMENT G – COST SCHEDULE RENO/SPARKS/CARSON CITY AREAS

VENDOR NAME Allied Universal Security Services

Category	Year 1 10/01/2021– 09/30/2022	Year 2 10/01/2022– 09/30/2023	Year 3 10/01/2023– 09/30/2024	Year 4 10/01/2024– 09/30/2025
Regular Shift – Armed – Section 2.4.1.1 (Bill Rate per Hour)	\$ 26.28	\$ 27.76	\$ 29.26	\$ 30.76
Regular Shift – Unarmed – Section 2.4.1.1 (Bill Rate per Hour)	\$ 20.71	\$ 21.44	\$ 22.17	\$ 22.91
Overtime – Armed – Section 2.4.1.2 (Bill Rate per Hour)	\$ 39.42	\$ 41.64	\$ 43.89	\$ 46.14
Overtime – Unarmed – Section 2.4.1.2 (Bill Rate per Hour)	\$ 31.07	\$ 32.16	\$ 33.26	\$ 34.37
Holiday Shift – Armed – Section 2.4.1.3 (Bill Rate per Hour)	\$ 39.42	\$ 41.64	\$ 43.89	\$ 46.14
Holiday Shift – Unarmed – Section 2.4.1.3 (Bill Rate per Hour)	\$ 31.07	\$ 32.16	\$ 33.26	\$ 34.37
Special Events – Armed – Section 2.4.1.4 (Bill Rate per Hour)	\$ 39.42	\$ 41.64	\$ 43.89	\$ 46.14
Special Events – Unarmed – Section 2.4.1.4 (Bill Rate per Hour)	\$ 31.07	\$ 32.16	\$ 33.26	\$ 34.37
Emergency Shift – Armed – Section 2.4.1.5 (Bill Rate per Hour)	\$ 39.42	\$ 41.64	\$ 43.89	\$ 46.14
Emergency Shift – Unarmed – Section 2.4.1.5 (Bill Rate per Hour)	\$ 31.07	\$ 32.16	\$ 33.26	\$ 34.37
Vehicle Patrol (Armed) – Section 2.4.1.6 (Break out all costs below)	\$ 39.42	\$ 41.64	\$ 43.89	\$ 46.14
Random Marked Vehicle Stops (Armed) - Section 2.4.1.7 (Break out all costs below)	\$ 15.08	\$ 15.38	\$ 15.69	\$ 16.00

VENDORS MUST LIST WHAT EMPLOYEE BENEFITS ARE INCLUDED.

## ATTACHMENT BB: INSURANCE SCHEDULE

## ATTACHMENT BB – INSURANCE SCHEDULE

### INSURANCE REQUIREMENTS:

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

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

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

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

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

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

- a. The policy shall be endorsed to include errors and omissions coverage.
- b. Policy shall be endorsed to include master key coverage.
- c. Policy shall be endorsed to include coverage for "care-custody-control" of property of others.
- d. Policy shall include coverage for the operation of mobile equipment (if required as part of the Scope of Services).
- e. ***The State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 shall be included as additional insureds to the extent of the Contractor's indemnification and defense obligations set forth in Section 14 of the Contract and up to the required insurance coverage amount. The policy shall be endorsed to include the following or equivalent verbiage. "The State of Nevada its officers, employees and immune contractors as defined in NRS 41.0307 shall be included as an additional insured where required by written contract."***

2. **Automobile Liability**

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

Combined Single Limit (CSL)	\$5,000,000
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- a. ***The State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 shall be included as additional insureds to the extent of the Contractor's indemnification and defense obligations set forth in Section 14 of the Contract and up to the required insurance coverage amount. The policy shall be endorsed to include the following or equivalent verbiage. "The State of Nevada its officers, employees and immune contractors as defined in NRS 41.0307 shall be included as an additional insured where required by written contract."***

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

Workers' Compensation

Statutory



Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- a. Policy shall contain a waiver of subrogation against the State of Nevada.
- b. This requirement shall not apply when a contractor or subcontractor is exempt under N.R.S., **AND** when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

**4. Fidelity Bond or Crime Insurance**

Bond or Policy Limit	\$50,000
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- a. The bond or policy shall include coverage for all directors, officers, agents and employees of the Contractor.
- b. The bond or policy shall include coverage for third party fidelity.
- c. The bond or policy shall include coverage for extended theft and mysterious disappearance.
- e. The bond or policy shall not contain a condition requiring an arrest and conviction.

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

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

C. **NOTICE OF CANCELLATION:** Contractor shall for each insurance policy required by the insurance provisions of this Contract shall not be suspended, voided or canceled except after providing thirty (30) days prior written notice been given to the State, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to **Annette Morfin, Purchasing Officer, Nevada State Purchasing Division, 515 East Musser Street, Suite 300, Carson City, NV 89701**. Should contractor fail to provide State timely notice, contractor will be considered in breach and subject to cure provisions set forth within this contract.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Nevada and with an "A.M. Best" rating of not less than A-VII. The State in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the State with certificates of insurance (ACORD form or equivalent approved by the State) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

All certificates required by this Contract shall be sent directly to **Annette Morfin, Purchasing Officer, Nevada State Purchasing Division, 515 East Musser Street, Suite 300, Carson City, NV 89701**. The State project/contract number and project description shall be noted on the certificate of insurance. The State reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies **or** Contractor shall furnish to the State separate certificates and

endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the Attorney General's Office or the Risk Manager, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.