

**PROFESSIONAL SERVICES CONTRACT
WITH SECURITAS SECURITY SERVICES USA, INC.
FOR ITB #23-339 – UNARMED SECURITY SERVICES AT CRV**

This Contract for Professional Services (the "Contract") is by and between the County of Genesee, a Michigan Municipal Corporation, whose principal place of business is located at 1101 Beach Street, Flint, Michigan 48502 (the "County"), and **Securitas Security Services USA, Inc.** a Foreign Corporation, whose principal place of business is located at **3 Parklane Blvd, Dearborn, MI 48126** (the "Contractor") (the County and the Contractor together, the "Parties").

1. Term

1.1 Initial Term

The initial term of this Contract commences **January 6, 2024**, and shall be effective through **January 5, 2025** (the "Initial Term").

1.2 Extension Terms

The County has the option to extend this Contract for up to three (3) additional one year terms (the "Extension Terms").

2. Scope of Work

The Contractor agrees to perform the services described on Exhibit A (the "Services").

3. Compensation

The Contractor shall be paid according to the rates identified on Exhibit A. The total amount paid to the Contractor shall not exceed \$130,000.00. The Contractor must provide to the County monthly invoices in a form acceptable to the County, along with any necessary supporting documentation such as time sheets. The County will pay the Contractor within thirty (30) days of the County's acceptance of the invoice and supporting documentation.

The Contractor may raise its rates upon thirty (30) days written notice to the County for any increases in (a) health care, benefit, or insurance costs, (b) labor or fuel costs, (c) costs arising from changes to laws, regulations, or insurance premiums, (d) SUI or similar taxes, or (e) any other taxes, fees, costs or charges related to Contractor's services, with no increase to the max total contract amount.

4. Taxes. The County is a Michigan Municipal Corporation. The Contractor acknowledges that the County is exempt from Federal Excise Tax and Michigan Sales Tax.

5. Contract Administrator

The contract administrator for this Contract is **Patrick Linihan** (the "Contract Administrator"). The Contractor acknowledges that the Contract Administrator is the primary County contact for notices and instructions related to this Contract. The Contractor agrees to provide a copy of all notices related to this Contract to the Contract Administrator.

6. Warranties

The Contractor warrants that:

- 6.1 The Services will be performed in a good and workmanlike manner and in accordance with generally acceptable practices in the industry.
- 6.2 The Contractor will comply with all federal, state, and local laws in the performance of the Services.
- 6.3 The Contractor will comply with the requirements of any federal or state grants used to fund or support this Contract.
- 6.4 The Contractor will obtain and maintain all applicable licenses and permits necessary to provide the Services for the entire term of this Contract.
- 6.5 The Contractor will obtain and maintain all applicable licenses and permits necessary to provide the Services for the entire term of this Contract.

The Contractor agrees to indemnify, defend, and hold harmless the County, its officials, officers, agents, and employees from any and all claims, damages, or liability, including defense costs, arising out of the Contractor's breach of these warranties.

7. Suspension of Work

7.1 Order to Suspend Performance

Upon written order of the Contract Administrator, the Contractor agrees to immediately suspend performance of the Services. The Contractor shall not be entitled to compensation for any Services performed during any period in which the Contract Administrator has directed that the Services be suspended.

7.2 Necessary Actions Before Suspension

If immediate suspension of the Services would cause harm, injury, or damage to persons or property, the Contractor must immediately notify the Contract Administrator of the nature of such harm, injury, or damage, and obtain written authorization from the Contract Administrator to take such

necessary action as to prevent or minimize such harm, injury or damage. Actions authorized by the Contract Administrator pursuant to this paragraph are compensable.

8. Termination

8.1 Termination for Cause

If the Contractor is in breach of any provision of this Contract, and such breach continues for fourteen (14) days after written notice is issued to the Contractor by the County of the breach, the County may terminate this Contract. Such termination for cause is effective upon receipt of the notice of termination by the Contractor.

In addition to any other remedies provided by law or this Contract, the Contractor shall be responsible for all costs incurred by the County as a result of the Contractor's breach and termination, including any costs to obtain substitute performance.

8.2 Immediate Termination

If the County, in its discretion, determines that the Contractor's breach of this Contract constitutes a threat to public health, safety, or welfare, the County may terminate this Contract immediately upon notice to the Contractor.

In addition to any other remedies provided by law or this Contract, the Contractor shall be responsible for all costs incurred by the County as a result of the Contractor's breach and termination, including any costs to obtain substitute performance.

8.3 Termination for Convenience

If the County determines that it is in the County's best interests, the County may terminate this Contract upon thirty (30) days written notice to the Contractor.

The County shall pay for all work properly performed up to the effective date of the notice of termination.

The Contractor may terminate this Contract, in whole or in part, without cause or penalty upon thirty (30) days written notice to the County.

8.4 Termination for Lack of Funding

If this Contract is funded by public funds or a grant from a public or private entity, and the funds are not appropriated or the grant is discontinued, the

County may terminate this Contract by written notice specifying the date of termination.

The County shall pay for all work properly performed up to the effective date of the notice of termination.

9. Nondiscrimination

The Contractor covenants that it will not discriminate against an employee or applicant of employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, sexual orientation, gender identity, gender expression, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position, and that it will require the same non-discrimination assurances from any subcontractor who may be used to carry out duties described in this contract. Contractor covenants that it will not discriminate against businesses that are owned by women, minorities or persons with disabilities in providing services covered by this Contract, and that it shall require the same assurances from subcontractors. Breach of this covenant shall be regarded as a material breach of this contract.

10. Freedom of Information Act

This Contract and all attachments, as well as any other information submitted by the Contractor to the County, are subject to disclosure under the provisions of MCL 15.231, *et seq.*, known as the "Freedom of Information Act".

11. Intellectual Property

Any intellectual property created by the Contractor in the performance of the Services, specifically and exclusively for the County under this Contract, shall be considered a work made for hire, and any and all rights in such intellectual property shall belong solely to the County. Upon the County's request, the Contractor agrees to execute any documents necessary to convey ownership of such intellectual property to the County.

Any equipment/software provided by Contractor, and information gathered therewith, in connection with Contractor's services is for Contractor's use and will always be Contractor property. Contractor will not sell or lease any of the equipment/software to the County, and Contractor will remove its equipment/software upon termination of this Contract.

12. Audit Rights

12.1 Certification of Accurate Information

Contractor certifies that all information provided to the County by the Contractor relating to the award or modification of this Contract, or any payment or dispute related to this Contract, is true and correct. The Contractor further certifies that its accounting system conforms to generally accepted accounting principles.

12.2 Inspection

The Contractor agrees that the County may inspect the Contractor's plant, place of business, or worksite to ensure compliance with the terms of this Contract. If this Contract is funded or supported with any state or federal grant funds, the state or federal agencies responsible for administering the applicable grants may examine the Contractor's plant, place of business, or worksite to ensure compliance with the terms of this Contract and the terms of the applicable grant.

12.3 Audit

The Contractor agrees that the County may examine the Contractor's records to ensure compliance with the terms of this Contract. If this Contract is funded or supported with any state or federal grant funds, the state or federal agencies responsible for administering the applicable grants may examine the Contractor's records to ensure compliance with the terms of this Contract and the terms of the applicable grant.

12.4 Records Retention

The Contractor agrees to maintain any business records related to this Contract or the Contractor's performance under this Contract for a period of at least three (3) years after final payment.

13. Identity Theft Prevention

13.1 In the event that the Contractor will obtain identifying information during the performance of the Services, the Contractor must take reasonable precautions to ensure that such identifying information is protected from unauthorized disclosure and is used only for the purpose of performing the Services.

13.2 For the purposes of this Paragraph, "identifying information" means any name or number that may be used, alone or in conjunction with any other information, to identify a specific person, including but not limited to name, address, telephone number, social security number, date of birth, driver's license number, taxpayer identification number, or routing code.

14. Insurance Requirements and Indemnification

The Contractor agrees to obtain insurance coverage of the types and amounts required as set forth in the Insurance Checklist attached as Exhibit B and keep such insurance coverage in force throughout the life of this Contract.

14.1 Insurance Certificate and Additional Insured Coverage

The Contractor further agrees to provide certificates of insurance to the County evidencing the coverages specified in the Insurance Checklist, and including the County as an additional insured. Additional insured coverage is to be by proof of blanket additional insured coverage within the general liability policy or as provided by an endorsement specifying the County as an additional insured to the policy. Contractor's agent must provide a copy of the endorsement or language from the policy with the certificate of insurance.

14.2 Indemnification

The Contractor agrees to indemnify, defend, and hold harmless the County, its officials, officers, agents, and employees from any and all claims, damages, or liability, including defense costs, arising out of the Contractor's performance of the Services or presence on the County's property or worksite.

The Contractor will defend, controlling such defense, and indemnify County, and others to be defended or indemnified under the Agreement, against any claim or loss only to the extent the claim or loss is caused by negligence of Contractor while acting within the scope of its specified duties. However, Contractor's liability will in no event exceed \$2 million. Further, Contractor will not be liable for any (a) punitive or consequential damages, (b) damages arising from events beyond Contractor's reasonable control, or (c) injuries or deaths arising from any conditions of County's premises. Additional insureds will only be covered by Contractor's insurance for liability assumed by Contractor, subject to the terms of Contractor's insurance.

Notwithstanding anything to the contrary, in connection with the US Safety Act, each party waives all claims against the other for damages arising from or related to an act of terrorism.

15. Independent Contractor

The Contractor and its agents and employees are independent contractors and are not the employees of the County.

16. General Provisions

16.1 Entire Contract

This Contract, consisting of the following documents and Exhibits, embodies the entire Contract between the Parties.

16.1.1. The Contract – This Professional Services Contract

16.1.2. Exhibit A – The Scope of Work

16.1.3. Exhibit B – The Insurance Checklist

There are no promises, terms, conditions, or obligations relating to the Services other than those contained herein. In the event of a conflict between this Contract and any Exhibit, the terms of this Contract shall control.

16.2 No Assignment

The Contractor may not assign or subcontract this Contract without the express written consent of the County.

16.3 Modification

This Contract may be modified only in writing executed with the same formalities as this Contract.

16.4 Binding Effect

The provisions of this Contract shall apply to and bind the heirs, executors, administrators, and assigns all of the parties hereto.

16.5 Headings

The paragraph headings in this Contract are used only for ease of reference, and do not limit, modify, construe, and or interpret any provision of this Contract.

16.6 Governing Law and Venue

This Contract is entered into under the laws of the State of Michigan. Any litigation between the Parties arising out of this Contract must be initiated

within two years of the cause of action accruing and must be brought in a court of competent jurisdiction in Genesee County, Michigan.

16.7 Subpoena Power

The Contractor acknowledges and understands that the Chairperson of the Genesee County Board of Commissioners, pursuant to MCL 46.3(5), as amended, has the power to administer oaths, issue subpoenas, and compel a person's attendance in the same manner as a court of law. The Contractor agrees to submit to this power with respect to this Contract.

16.8 Severability and Survival

In the event that any provision of this Contract is deemed by any court of competent jurisdiction to be legally ineffective, such decision shall have no effect on the remaining provisions of this Contract.

16.9 Interpretation

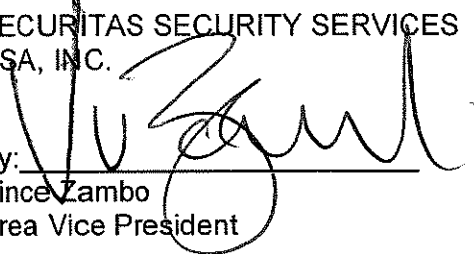
Each Party has had opportunity to have this Contract reviewed by legal counsel and has had equal opportunity to contribute to its contents. In the event of any dispute concerning the interpretation of this Contract, there shall be no presumption in favor of any interpretation solely because the form of this Contract was prepared by the County.

16.10 Remedies

All remedies specified in this Contract are non-exclusive. The County reserves the right to seek any and all remedies available under this Contract and applicable law in the event that the Contractor fails to abide by the terms of this Contract.

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed by their duly authorized agents.

SECURITAS SECURITY SERVICES
USA, INC.

By: 
Vince Zambo
Area Vice President

Date: 12/19/23

COUNTY OF GENESEE

By: 
Ellen Ellenburg, Chairperson
Board of County Commissioners

Date: 12-11-2023

EXHIBIT A
Description of the Services

Crossroads Village is a one-of-a-kind collection of restored 19th century buildings, amusement rides and an authentic narrow-gauge railroad. The park exhibits what life was like long ago. Crossroads Village has over 30 structures, including a steam railroad, carousal, and paddlewheel riverboat.

GENERAL REQUIREMENTS

1. Licenses: The Contractor is required to provide proof of all state licenses and bonds as may be required by federal, state, and local laws and regulations.
2. Unarmed Security: The Contractor and its employees are not permitted to use firearms, weapons, or other dangerous or hazardous devices or substances while on County property.
3. 24-hour communication:
 - The Contractor shall maintain a 24-hour communications center and shall be responsible for proper operation of their communication equipment, such as, phones, radios, chargers, etc.
 - Personnel shall be in radio/phone contact at all times during shifts.
4. Uniforms and Equipment:
 - All personnel employed by the Contractor shall be dressed in a uniform and identified with a name badge and a security badge shield.
 - The County will provide one 800-megahertz radio for communication with county park personnel.
 - The Contractor shall provide additional communication equipment deemed necessary by the contractor to the employees assigned to the contract.
5. Personnel:
 - The contractor shall keep records that ensure assigned guards have been trained and maintain licenses, permits, etc., as required by state and local laws.

- The County may request such documentation at any time upon request.

6. Hours of Operation:

- Each year Crossroads Village & Huckleberry Railroad is open for the summer season from Memorial Day weekend through Labor Day weekend. Labor Day is our last open day of the summer season. After Labor Day Crossroads Village closes to prepare for our Halloween Ghosts & Goodies program.
- Summer season - May 25 – September 2
 - i. Thursday – Sunday, and Holidays, 10am – 5pm
 - ii. The Village is closed Mondays and Tuesdays, except holidays.
- Halloween: Dates change yearly and available on the website.
 - i. Weekends: Noon – 9pm
 - ii. Weekdays 5 – 9pm
- Christmas at Crossroads: Dates change yearly and available on the website.
 - i. Weekends: 4 – 9pm
- Additional yearly events are posted on the website under Rates & Info.

7. Staffing & Work Schedule:

- Estimated hours of service:
 - i. Third Shift 365 days x 8 hours = 2,920
 - ii. Second Shift 315 days x 8 hours = 2,520
 - iii. First Shift 122 days x 8 hours = 976
 - iv. Total hours = 6416
 - v. 642 hours (10% contingency)
- One person per shift.
- Any change in work schedules (i.e., dates or times of work, starting and ending times, etc.) must have prior approval of the Genesee County Parks management.

8. Vehicles:

- During times the Village is operating, vehicles are not permitted inside the Village. Contractor is to supply necessary vehicles.

9. Unauthorized persons in the Village are prohibited.

- This includes friends, relatives, former employees, and off-duty employees. They are prohibited during the times the Village is closed to the public.

10. The use of personal electronic equipment, such as televisions, radios, pagers, tape players, recording devices, phones, etc., is prohibited.

SECURITY PROCEDURES FOR CROSSROADS VILLAGE & HUCKLEBERRY RAILROAD LOCATIONS:

1. General Duties & Tasks:

- Immediately reports fires, theft, vandalism, illegal entry, etc., that may take place at the complex.
- Makes safety and security checks, watches for and reports unusual conditions, occurrences, and irregularities.
- Reports safety hazards, takes corrective action to correct any hazard when possible, and/or alerts the public to hazards.
- Permits authorized persons to enter area or buildings.
- Observes departing public and park personnel to protect against theft of County property.
- Keeps a log of daily activities and prepares a daily report

2. Rounds:

- A minimum of five (5) complete rounds shall be made each eight (8) hour shift. Rounds shall be made on a minimum basis, as follows:
 - 1st Round - During the first hour of shift
 - 2nd Round - During the second and third hour of shift.
 - 3rd Round - During the fourth and fifth hour of shift.
 - 4th Round - During the sixth and seventh hour of shift.
 - 5th Round - During the last hour of shift.
- All windows (ground level) and doors shall be checked on the first and on the fourth or fifth rounds. If any window or door is found unlocked, a report must be completed and turned in with the daily report. Secure open doors and windows whenever possible.
- All rounds made within the Village shall be on foot. Using a vehicle to make rounds in the Village is prohibited, unless approved by management due to special situations, such as hazardous walking conditions or poor weather conditions.

3. Daily Report Form:

- A separate daily report shall be made out for each day worked.
- Each daily report shall be completely filled out, signed, dated, and available for GCPRC management to review at the end of each shift.
- The daily report shall be an accurate accounting of shift activities, and shall contain as a minimum the following entries:
 - Starting time.
 - Record security checks.
 - Condition of equipment assigned or note of equipment missing.
 - Names of staff that are in Village & Railroad area at times other than their normally scheduled work hours.
 - Beginning and ending times of each round made.
 - Any contact made, including the names of any unauthorized persons found in the Village & Railroad area. This should include any staff there other than during the normal times.
 - Suspicious activities.

- Boiler checks as required at the Railroad complex.
- Other areas checked (Entrance gate, etc.).
- Anything that is noteworthy.
- If a round is not made or is incomplete, it must be explained.
- Radio checks.
- Ending time.

4. Supplemental Reports:

- A supplemental report shall be made out for each open window or door found during a shift.
- Reports shall be made about anything that requires someone to take some action. Some examples are hazardous conditions, vandalism, damage, unlocked doors or windows, suspicious activities, or anything needing corrective action.
- Village Back Gate – To be locked at all times when Village is open to the public.
- At no time shall anyone drive around a gate or drive off of a designated roadway or parking area to avoid a closed gate.
- Any open gates are to be properly pinned and/or secured open if they have been opened during the shift.

5. Gate Procedures:

- Parking Lot Gate – The Village parking lot gates shall be closed and locked at all times during shifts, unless the Village is open for business or as directed by Crossroads Village Management. When the Village is in operation, the main parking lot gate should be open to the public one hour prior to scheduled opening time or as directed by management.
- Bray Road Gate
 - The Bray Road gates are to be maintained as follows:
 - The Bray Road gate is to be unlocked between 5:30 a.m. and 5:45 a.m.
 - Half of it may be opened and securely pinned at this time when the Village is operating or when maintenance employees are expected on duty.
 - At times the Village is operating on normal schedules, the Bray Road gate should be closed by 6:30 p.m. weekdays and by 7:30 p.m. weekends.
 - Gates are to be locked by 9:00 p.m. During special events, programs, or activities, the gate should be secured as quickly as is practical without inconvenience to large numbers of departing people. During these special activities, events, or programs, the Railroad gate is to be locked, unless personnel are working in that area. Under special circumstances when directed by a supervisor, the Bray Road gate may be left unlocked.
 - When the Village is not in operation, the Bray Road gate is to be kept closed and locked, except when directed otherwise or when there are employees scheduled to work in the Village or Railroad

area.

6. Boiler Checks:

- When in use, the boiler located in the Railroad service facility shall be checked and so indicated on the daily on each round. The procedure is posted by the Railroad Shop Supervisor in the boiler area.
- The assigned guard will only look at water and pressure level. If outside the variance that is posted on the boiler, they will call and notify the Railroad Shop Supervisor.

7. Emergency:

- The assigned guard shall follow the Contractors emergency protocol in response to any emergency and call for assistance (911) when necessary.
- In case of an emergency, or when it is necessary that the County be notified and advised of a particular situation, the following order shall be used until someone is reached. An emergency is a fire, theft, suspicious persons or any suspicious activity, trespassers, medical attention, illegal entry and vandalism. Contact the on-duty ranger immediately.
- If unable to contact an on-duty Ranger, contact Parks' staff in the following order:
 - Village Manager
 - Operations Manager
 - Park Superintendent
 - Facilities Director

8. Other Responsibilities:

- Opening and Closing Buildings – During operating dates, it is the responsibility of security personnel to lock and unlock buildings if there is a shift assigned that can accommodate that function.
- Unlocking buildings for volunteers and guests as needed. This may be for weddings, service groups, etc.
- The Village/Railroad area should never be left unattended during the shift. Unless it is an emergency, the "interior Village" should not be left unattended for more than ten minutes. If, for some reason, this does happen, it must be noted on the daily report with an explanation.

Unit Rates:

Cost for Services Year 2024, as submitted by Securitas Security Services USA, Inc.:

Standard Hourly Rate: \$19.20
Holiday Hourly Rate: \$28.78

All wages shall comply with minimum wage increases.

All prices included shall be total prices, including such costs as transportation, uniforms, and all equipment necessary to perform the services set forth. Separate charges shall not be allowed.

EXHIBIT B
Insurance Checklist