

# **CONTRACT BETWEEN COUNTY OF LAKE AND HIGH COUNTRY SECURITY FOR SECURITY MONITORING AND TESTING**

This Contract is made and entered into by and between the County of Lake through its Department of Social Services, hereinafter referred to as "LCDSS", and High Country Security, hereinafter referred to as "Contractor", collectively referred to as the "parties". The LCDSS Director shall administer this Contract on behalf of LCDSS.

## **1. TERM**

This Contract shall commence on July 1, 2019, and shall terminate on June 30, 2022, unless earlier terminated as hereinafter provided. In the event LCDSS desires to temporarily continue services after the expiration of this Contract, such continuation shall be deemed on a month-to-month basis, subject to the same terms, covenants, and conditions contained herein.

## **2. COMPENSATION**

Contractor has been selected by LCDSS to provide the services described hereunder in Exhibit "A" (Scope of Services), incorporated herein by this reference. Compensation to Contractor shall not exceed eight thousand four hundred seventy-five dollars (\$8,475.00) per fiscal year.

LCDSS shall compensate Contractor for services in accordance with Exhibit "B" (Fiscal Provisions), attached hereto and incorporated herein. Compensation to Contractor is contingent upon appropriation of federal, state and county funds.

## **3. TERMINATION**

This Contract may be terminated by mutual consent of the parties or by the LCDSS Director upon 30 days written notice to Contractor.

In the event of non-appropriation of funds for the services provided under this Contract, LCDSS Director will terminate this Contract, without termination charge or other liability.

Upon termination, Contractor shall be paid a prorated amount for the services provided up to the date of termination.

## **4. MODIFICATION**

This Contract may only be modified by a written amendment hereto, executed by both parties; however, matters concerning scope of services which do not affect the compensation may be modified by mutual written consent of Contractor and LCDSS Director.

## **5. NOTICES**

All notices between the parties shall be in writing addressed as follows:

LCDSS  
P.O. Box 9000  
Lower Lake, CA 95457

High Country Security  
P.O. Box 1705  
Clearlake Oaks, CA 95423

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**6. EXHIBITS**

The Contract Exhibits, as listed below, are incorporated herein by reference:

Exhibit A – Scope of Services  
Exhibit B – Fiscal Provisions  
Exhibit C – Compliance Provisions

**7. TERMS AND CONDITIONS**

Contractor warrants that it will comply with all terms and conditions of this Contract and Exhibits, and all other applicable federal, state and local laws, regulations and policies.

This Contract constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior contracts, related proposals, oral and written, and all negotiations, conversations or discussions heretofore and between the parties.

Executed at Lakeport, California on \_\_\_\_\_.

COUNTY OF LAKE

CONTRACTOR


\_\_\_\_\_  
CHAIR, Board of Supervisors

  
\_\_\_\_\_

ATTEST: CAROL J. HUCHINGSON  
Clerk to the Board of Supervisors

APPROVED AS TO FORM:  
ANITA L. GRANT

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

County Counsel  
By:  \_\_\_\_\_

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## **EXHIBIT "A" – SCOPE OF SERVICES**

### **1. DESCRIPTION OF SERVICES**

Contractor shall provide twenty-four hour monitoring services for LCDSS owned burglar and fire alarm systems located at the following locations:

- 15975 Anderson Ranch Parkway, Lower Lake, CA 95457
- 16170 Main St, Units C, D, and G, Lower Lake, CA 95457
- 16170 Main St, Units E and F, Lower Lake, CA 95457
- 9055 Hwy 53, Lower Lake CA 95457
- 9245 Hwy 53, Lower Lake, CA 95457
- 15890 Kugelman St, Units 1 and D, Lower Lake, CA 95457
- 4477 Moss Ave, Suite C, Clearlake, CA 95422
- 926 S Forbes St., Lakeport, CA 95453
- 1216, 1222 and 1228 Main St, Lakeport, CA 95453
- 809 S Main St, Lakeport, CA 95453

Contractor shall provide quarterly and annual testing of three fire systems at the following locations:

- 15975 Anderson Ranch Parkway, Lower Lake, CA
- 9055 Hwy 53, Lower Lake, CA
- 926 S Forbes St., Lakeport, CA

Upon receipt of an alarm signal, the contractor shall transmit the alarm to the local police, fire, or sheriff department and notify LCDSS designated responsible party by calling the telephone numbers supplied to Contractor until LCDSS party is reached and notified.

### **4. GRIEVANCE**

Contractor agrees to provide a procedure through which recipients of Contract services shall have the opportunity to grieve or complain regarding service.

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## **EXHIBIT "B" – FISCAL PROVISIONS**

### **1. EXPENDITURE OF FUNDS**

LCDSS Director reserves the right to refuse payment to Contractor or disallow costs for any expenditure determined to be unreasonable, out of compliance, or inappropriate to the services provided hereunder.

### **2. INVOICES**

A. Contractor shall submit quarterly invoices in advance based on Contract monthly rate of four hundred eighty one dollars and twenty-five cents (\$481.25).

B. Contractor shall submit invoices for quarterly testing upon completion based on quarterly rate of six hundred seventy five dollars (\$675.00).

C. For the quarter of April, May, and June:

1. Funding for this Contract is appropriated on a fiscal year basis. LCDSS is not able to compensate Contractor after the close of the fiscal year period.
2. To ensure Contractor is properly compensated, Contractor shall submit invoices based on estimated expenses, including all anticipated costs, no later than June 5<sup>th</sup> of the fiscal year period.
3. Contractor shall follow up by submitting invoices for actual expenses, as stated hereinabove in Paragraphs 2A. and 2B., including remittance of the full amount of any overpayment that occurred in the event estimated expenses exceeded actual.

D. LCDSS shall review and approve Contractor's invoices and make payment within fifteen (15) days of approval.

E. LCDSS shall charge Contractor an administrative fee of 10% for processing of late invoices. Said fee shall be deducted from each late invoice.

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## **EXHIBIT “C” – COMPLIANCE PROVISIONS**

### **1. INFORMATION INTEGRITY AND SECURITY**

A. Contractor ensures that personal, sensitive and confidential information is protected from inappropriate or unauthorized access or disclosure in accordance with Welfare and Institutions Code Section 10850, LCDSS MEDS Data Privacy and Security Agreement, Lake County Information Security Policy, Health Insurance Portability and Accountability Act (HIPAA), and all other applicable laws, regulations and policies.

B. Contractor shall immediately notify LCDSS of any known or suspected breach of personal, sensitive and confidential information related to Contractor’s work under this Contract.

### **2. NON-DISCRIMINATION**

A. Contractor shall not unlawfully discriminate against any qualified worker or recipient of services because of race, religious creed, color, sex, sexual orientation, national origin, ancestry, physical disability, mental disability, medical condition, marital status or age.

B. Contractor shall comply with and annually sign the LCDSS “Assurance of Compliance” form.

### **3. ABUSE REPORTING REQUIREMENTS**

A. Contractor shall ensure that all known or suspected instances of child abuse or neglect, as defined in Penal Code Section 11165, are reported to LCDSS Child Welfare Services.

B. Contractor shall ensure that all known or suspected instances of elder abuse as defined in Welfare and Institutions Code 15610, are reported to LCDSS Adult Protective Services.

### **4. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

A. The Contractor certifies to the best of its knowledge and belief, that it and its subcontractors:

1. Are not presently debarred or suspended from federal financial assistance programs and activities, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency;

2. Have not, within a three-year period preceding this Contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in the preceding paragraph; and

4. Have not, within a three-year period preceding this Contract, had one or more public transactions terminated for cause or default.

B. Contractor shall report immediately to LCDSS Director, in writing, any incidents of alleged fraud and/or abuse by either Contractor or Contractor's subcontractor. Contractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by LCDSS Director.

### **5. CHILD SUPPORT**

Contractor shall comply with Public Contract Code Section 7110(a), recognizing the importance of child and family support obligations and enforcement including, but not limited to, disclosure of information and compliance with earnings assignment orders as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code.

### **6. PAYROLL TAXES AND DEDUCTIONS**

Contractor shall promptly forward payroll taxes, insurances, and contributions to designated governmental agencies.

### **7. CONTRACTS IN EXCESS OF \$100,000**

Contractor shall comply with all applicable orders or requirements issued under the following laws:

A. Clean Air Act, as amended (42 USC 1857).

B. Clean Water Act, as amended (33 USC 1368).

C. Federal Water Pollution Control Act, as amended (33 USC 1251, et seq.)

D. Environmental Protection Agency Regulations (40 CFR, Part 15 and Executive Order 11738).

E. Public Contract Code Section 10295.3.

### **8. INDEMNIFICATION AND HOLD HARMLESS**

Contractor shall indemnify and defend the County of Lake and its officers, employees, and agents against and hold them harmless from any and all claims losses, damages, and liability for damages, including attorney's fees and other costs of defense incurred by County of Lake, whether for damage to or loss of property, or injury to or death of person, including properties of

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County of Lake and injury to or death of County of Lake officials, employees or agents, arising out of, or connected with Contractor's operations hereunder or the performance of the work described herein, unless such damages, loss, injury or death is caused solely by the negligence of County of Lake.

### **9. STANDARD OF CARE**

Contractor represents that it is specially trained, licensed, experienced and competent to perform all the services, responsibilities and duties specified herein and that such services, responsibilities and duties shall be performed, whether by Contractor or designated subcontractors, in a manner according to generally accepted practices.

### **10. INTEREST OF CONTRACTOR**

Contractor assures that neither it nor its employees has any interest, and that it shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services hereunder.

### **11. INSURANCE**

Contractor shall not commence work under this Contract until he has obtained all the insurance required herein, certificates of insurance have been submitted to County of Lake, "County", and said insurance has been approved by County. The certificates of insurance shall contain a provision that coverage afforded under the policies will not be canceled until at least twenty days (20) prior written notice has been given to County.

Contractor shall not allow any subcontractor to commence work on his subcontract until the insurance required of the subcontractor has been obtained.

Any failure of Contractor to maintain the insurance required by this section, or to comply with any of the requirements of this section, shall constitute a material breach of the entire Contract.

Certificates evidencing the issuance of the following insurance shall be filed with the County within ten (10) days after the date of execution of this Contract by Contractor:

- (A) **Compensation Insurance:** Contractor shall procure and maintain, at Contractor's own expense, during the term hereof, Workers' Compensation Insurance and Employer's Liability Insurance as required by the State of California, for all employees to be engaged in work. In case any such work is sublet, Contractor shall require subcontractor similarly to provide Employer's Liability and Workers' Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by Contractor's Workers' Compensation Insurance. Employer's Liability Insurance shall be in an amount not less than \$1,000,000 per occurrence.
- (B) **Commercial General Liability:** Contractor shall procure and maintain, at Contractor's own expense during the term hereof, upon himself and his employees at all times during

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the course of this Contract, Commercial General Liability Insurance (Occurrence Form CG 00 01), for bodily injury, personal injury and property damage, in an amount of not less than one million dollars (\$1,000,000) combined single-limit coverage per occurrence including but not limited to endorsements for the following coverages: premises-operations, products and completed operations, property damage, bodily injury and personal & advertising injury blanket contractual, and independent contractor's liability.

- (C) **Automobile Liability Insurance:** Contractor shall procure and maintain, at Contractor's own expense during the term hereof, Comprehensive Automobile Liability Insurance, both bodily injury and property damage on owned, hired, leased and non-owned vehicles used in connection with Contractor's business in an amount of not less than one million dollars (1,000,000) combined single-limit coverage per occurrence.
- (D) **Subcontractors:** Contractor shall include all subcontractors as insureds under the aforesaid policies or shall furnish separate certificates and endorsements for each subcontractor to County for review and approval. All coverages for subcontractors shall be subject to all of the requirements hereinabove and contain the additional insured endorsement required by Contractor hereinafter.
- (E) **Additional Insured Endorsement:** The Commercial General Liability and automobile policies are to contain, or be endorsed to contain, the following provisions:

The County, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds and shall be added in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used). All coverage available to the Contractor shall also be available and applicable to the County. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to the County. Contractor shall not commence work under this Contract until he has had delivered to County the Additional Insured Endorsements required herein.

(F) **Other Insurance Provisions:**

1. For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with Contractor's insurance. Any excess insurance by Contractor shall contain a provision that such coverage shall also apply on a primary and non contributory basis for the benefit of the County before the County's own primary Insurance policy or self-insurance shall be called upon to protect the Contractor.

2. Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either: Contractor shall reduce or eliminate such deductibles or self-insurance retentions; or Contractor shall provide a financial guarantee satisfactory to County guaranteeing payment of losses and related investigations, claim



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administration and defense expenses.

3. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII.

4. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the Contractor for liability in excess of such coverage, nor shall it preclude Contractor from taking other actions as is available to it under any other provision of the Contract or law. Failure of County to enforce in a timely manner any of the provisions of this section shall not act as a waiver to enforcement of any of these provisions at a later date.

5. If any insurance coverage required by the Contract is provided on a "Claims Made", rather than "occurrence" form, Contractor agrees to maintain required coverage for a period of three years after the expiration of this Contract (hereinafter, "Post Agreement Coverage") and any extensions thereof. Contractor may maintain the required Post Agreement Coverage by renewal or purchase of prior acts or tail coverage. This subprovision is contingent upon Post Agreement Coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Contract. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Contract in order to purchase prior acts or tail coverage for Post Agreement Coverage shall be deemed to be reasonable.

6. Contractor agrees to waive all rights or subrogation against County, its officers, officials, employees, agents, and volunteers for losses arising from work performed by Contractor under this Contract.

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### **12. ATTORNEY'S FEES AND COSTS**

If any action at law or in equity is necessary to enforce or interpret the terms of this Contract, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such part may be entitled.

### **13. ASSIGNMENT**

Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same without the prior written consent of LCDSS Director except that claims for money due or to become due Contractor from LCDSS under this Contract may be assigned by Contractor to a bank, trust company, or other financial institution without such approval. Written notice of any such transfer shall be furnished promptly to LCDSS. Any attempt at assignment of rights under this Contract except for those specifically consented to by both parties or as stated above shall be void.

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## **14. INDEPENDENT CONTRACTOR**

It is specifically understood and agreed that, in the making and performance of this Contract, Contractor is an independent contractor and is not an employee, agent or servant of the County of Lake. Contractor is not entitled to any employee benefits. LCDSS agrees that Contractor shall have the right to control the manner and means of accomplishing the result contracted for herein.

Contractor is solely responsible for the payment of all federal, state and local taxes, charges, fees, or contributions required with respect to Contractor and Contractor's officers, employees, and agents who are engaged in the performance of this Contract (including without limitation, unemployment insurance, social security and payroll tax withholding.)

## **15. OWNERSHIP**

All non-proprietary reports, drawings, renderings, or other documents or materials prepared by Contractor hereunder are the property of the County of Lake.

## **16. ADHERENCE TO APPLICABLE DISABILITY LAW**

Contractor shall be responsible for knowing and adhering to the requirements of Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, (42 U.S.C. Sections 12101, et seq.). California Government Code Sections 12920 et seq., and all related state and local laws.

## **17. HIPAA COMPLIANCE**

Contractor will adhere to Titles 9 and 22 and all other applicable Federal and State statutes and regulations, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and will make its best efforts to preserve data integrity and the confidentiality of protected health information.

## **18. SAFETY RESPONSIBILITIES**

Contractor will adhere to all applicable CalOSHA requirements in performing work pursuant to this Contract. Contractor agrees to provide for the safety needs of its employees and will be responsible for maintaining the standards necessary to minimize health and safety hazards in the performance of work under this Contract.

## **19. JURISDICTION AND VENUE**

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue of any action or proceeding regarding this Contract or performance thereof shall be in Lake County, California. Contractor waives any right of removal it might have under California Code of Civil Procedure Section 394.

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**20.    RESIDENCY**

All independent contractors providing services to LCDSS for compensation must file a State of California Form 590, certifying California residency or, in the case of a corporation, certifying that they have a permanent place of business in California.

**21.    NO THIRD-PARTY BENEFICIARIES**

Nothing contained in this Contract shall be construed to create, and the parties do not intend to create, any rights in or for the benefit of third parties.

**22.    SEVERABILITY**

If any provision of this Contract is held to be unenforceable, the remainder of this Contract shall be severable and not affected thereby.

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