



A SPECIAL CALLED MEETING WILL BE CONDUCTED WITH THE COUNTY COUNCIL.

Meeting Date: Monday, July 22, 2024, at 11:15AM

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**JASPER COUNTY COUNCIL
IN PERSON**

SPECIAL CALLED MEETING

**Jasper County Clementa C. Pinckney Government Bldg
358 3rd Avenue Ridgeland, SC 29936**

**Monday, July 22, 2024
Agenda**

11:15AM

- **Call to Order by Chairman Sauls**

Clerk's Report of Compliance with the Freedom of Information Act.

In compliance with the Freedom of Information Act, notice of meetings and agendas were posted and furnished to all news media and persons requesting notification

- **Pledge to the Flag and Invocation**

- **Approval of Agenda**

1. Kimberly Burgess - CONSIDERATION OF PUBLIC HEARING AND RESOLUTION #R-2024-20 OF JASPER COUNTY COUNCIL DETERMINING EMERGENT NEEDS AT THE JASPER COUNTY DETENTION CENTER JUSTIFY THE PROCUREMENT OF VENDOR SERVICES TO PROVIDE ADDITIONAL PERSONNEL THROUGH USE OF CODE SECTION 2-412, SECTION 2-415, AND/OR SECTION 2-445

- **Adjourn**

In accordance with South Carolina Code of Laws, 1976, Section 30-4-80(d), as amended, notification of the meeting was posted on the County Council Building at a publicly accessible place and on the county website at least 24 hours prior to the meeting. A copy of the agenda was given to the local news media and posted at the meeting location twenty-four hours prior to the meeting.

***Special Accommodations Available Upon Request to Individuals with Disabilities*
*(843) 717-3696***

**STATE OF SOUTH CAROLINA
JASPER COUNTY**

RESOLUTION NUMBER R-2024 -20

**RESOLUTION OF JASPER COUNTY COUNCIL
DETERMINING EMERGENT NEEDS AT THE JASPER
COUNTY DETENTION CENTER JUSTIFY THE
PROCUREMENT OF VENDOR SERVICES TO PROVIDE
ADDITIONAL PERSONNEL THROUGH USE OF CODE
SECTION 2-412, SECTION 2-415, AND/OR SECTION 2-445**

WHEREAS, normal daily operations of the Jasper County Detention Center are being adversely affected by a shortage of qualified personnel to supervise operations; and

WHEREAS, Administration has been unable to obtain employees to provide the desired level of supervision through normal recruitment efforts for some time; and

WHEREAS, Section 2-412 of the Jasper County Code of Ordinances allows for emergency procurement where normal daily operations are affected, provided, that such emergency procurement shall be made with such competition as is practical under the circumstances; and

WHEREAS, Section 2-445 of the Jasper County Code of Ordinances authorizes the chief purchasing officer, independent of the requirements of bid process of this article, to procure supplies, services, or construction items through the contract established by the purchasing division of the State of South Carolina as provided for in South Carolina Code section 11-35-10 et seq. (State Consolidated Procurement Code); and

WHEREAS, Section 2-415 of the Jasper County Code of Ordinances provides County Council, upon recommendation of the county administrator and county attorney, or upon its own initiative, may exempt by resolution after holding a public hearing specific items, services, or projects from the purchasing procedures required in this Code when council finds, based upon unusual or extraordinary circumstances, that such exemption is in the best interests of the county and its citizens; and ;

WHEREAS, immediate procurement of additional personnel is imperative to the normal operation of the Detention Center, as well as, the prevention of a potential threat to the public safety; and

WHEREAS, the Detention Center Director reached out to the South Carolina Department of Corrections for additional personnel or vendor recommendations who can provide the appropriately trained personnel; and

WHEREAS, the South Carolina Department of Corrections recommended Allied Universal Security, a vendor with contracts for guard and security services, and transportation of prisoners established through the purchasing division of the State of South Carolina; and

WHEREAS, it is the opinion of the Jasper County Detention Center Director and the chief purchasing officer with the concurrence of the county administrator, that emergency procurement of additional personnel is imperative to the normal daily and safe operation of the Jasper County Detention Center; and

WHEREAS, it is the opinion of the County Administrator that unusual and extraordinary circumstances exist that justify an exemption from normal bidding procedures for services; and

WHEREAS, Jasper County Council held a public hearing on July 22, 2024, during which presentations were made by the administration and opportunities for public comment on the proposals and quotations were available, in accordance with the requirements of Section 2-415(a) of the Purchasing Ordinance; and

NOW THEREFORE, BE IT RESOLVED by Jasper County Council, in the council duly assembled and by the authority of the same that Jasper County Council hereby is of the belief and finds that unusual and extraordinary circumstances exist justifying an exemption from normal bidding procedures and in addition, the procurement of these detention center services through the contract established by the purchasing division of the State of South Carolina is authorized, and all of the actions proposed are in the best interest of the County and its citizens, and Council approves the requested emergency procurement of these services; and

FURTHER RESOLVED, the County Administrator, with the assistance of the County Attorney, if necessary, is authorized to complete negotiations and create such appropriate goods and/or services contract documents as are customary and usual, up to maximum amount of \$1,365,000 per year for a contract period of three (3) years, subject to appropriation and with a right of termination for any reason, with the Administrator hereby authorized to execute such on behalf of the County; and

FURTHER RESOLVED, expenditures for the additional personnel as outline above are authorized with the Administrator directed to fund these expenditures through the Fiscal Year 2025 Detention Center budget for Salaries and Wages, and other Detention Center personnel cost line items as recommended by the Finance Director.

SIGNATURES FOLLOW

This Resolution No. R- 2024- 20 made this _____ day of _____, 2024.

L. Martin Sauls, IV
Chairman

ATTEST:

Wanda H. Giles
Clerk to Council

Reviewed for form and draftsmanship by the Jasper County Attorney.

David L. Tedder

Date



SECURITY PROFESSIONAL SERVICE AGREEMENT

FULL LEGAL NAME OF SECURITY PROVIDER ("Allied Universal"): Universal Protection Service, LLC d/b/a Allied Universal Security Services, for itself and on behalf of its wholly-owned subsidiaries and affiliates which may provide service hereunder within certain jurisdictions.

FULL LEGAL NAME OF CLIENT ("Client"): County of Jasper, South Carolina

By signing below by their duly authorized representatives, Client and Allied Universal agree to be legally bound to this Agreement, as defined below, as of the day and year first written below.

CLIENT: Jasper County

By: _____

Name: Andrew Fulghum

Title: County Administrator

Address for Notices: 358 Third Avenue, Jasper County Clementa C. Pinckney Government Building

Email: Afulghum@JasperCounty.SC.gov

Fax: _____

UNIVERSAL PROTECTION SERVICE, LLC d/b/a Allied Universal Security Services

By: _____

Name: Thomas Dodson

Title: RVP

Address for Notices: 6555 Abercorn St. #121, Savannah GA 31405

Email: Thomas.Dodson@aus.com

Fax: _____

GENERAL TERMS AND CONDITIONS

Term. This Agreement shall begin on _____, 20__ ("Commencement Date") and will remain in effect for a period of three (3) years ("Initial Term"). This Agreement will automatically continue on the last day of the Initial Term on a month-to-month basis (the "Renewal Term" and together with the Initial Term, the "Term"). Either party may terminate this Agreement for non-performance of the other party as described more fully in Section G.14 below, if the non-performing party fails to cure such non-performance within five (5) days of written notice thereof. Either party may also terminate this Agreement at any time for any reason upon thirty (30) days' prior written notice to the other party.

Services. Allied Universal shall provide the security professional services to the extent, for the times and at the location(s) set forth in Exhibit A (the "Services").

Fees and Payment. Allied Universal will invoice Client each week for all Services rendered in the preceding week (unless a different time period is specified in Exhibit B), with the weekly period starting on Friday and ending the following Thursday, at the rates set forth in Exhibit B ("Billing Rates"). The invoices will also include charges for any other products and/or services provided by Allied Universal, as indicated in Exhibit B. All invoices shall be deemed accepted within ten (10) days of the date of invoice. Additionally, Client shall pay all invoices in full within ten (10) days of the date of invoice without deduction or set-off. The Billing Rates set forth in Exhibit B shall be fixed the first twelve (12) months of the Initial Term, unless otherwise specified herein. Thereafter the Billing Rates will be increased either at the time set forth in Section C.4, below, or annually, effective as of the anniversary date of the Commencement Date, in an amount equal to the greater of (i) the percentage increase in accordance with Section C below or (ii) three percent (3%).

A. Scope of Services

1. Allied Universal shall provide the Services in a professional and diligent manner. The parties acknowledge and agree that the services required hereunder are limited to those Services explicitly set forth in Exhibit A, and that Exhibit A solely governs Allied Universal's duties hereunder. Client agrees that Allied Universal has not provided, and will not provide, any consultation services whatsoever regarding what may or may not be the proper levels or type of security staffing, security procedures, security equipment, the methods of security provided, or the security risks related to Client's location(s). Client acknowledges that Client alone has chosen the number of security personnel, and type of services, patrols, and equipment, to be provided under this Agreement. Allied Universal does not warrant or guarantee that the Services will constitute complete or comprehensive security at Client's location(s) or for Client's assets so as to prevent any incident, loss, theft, damage or injury (including death).

2. Client may request a change in the Services in writing and such changes will be effective only upon Allied Universal's acceptance thereto and a written instrument executed by both parties. If the parties are unable to agree to a change in the Services, the then-existing Services will remain in full force and effect. In no event will Allied Universal's refusal to accept requested changes constitute a breach of this Agreement or otherwise constitute non-performance.

3. It is, and remains, Client's sole responsibility to inspect and maintain Client's premises and its operations, property, equipment, materials and otherwise thereon to avoid any and all unsafe conditions and practices. The purpose of any assessment or inspection at Client's location(s) by Allied Universal is solely to satisfy Allied Universal's responsibilities as an employer of those Allied Universal employees assigned to Client's location(s). Allied Universal disclaims and makes no representation, warranty or guarantee of any kind whatsoever that the assessment or inspection





will diminish or prevent losses, and Allied Universal hereby disclaims all other warranties of any kind including fitness for a particular purpose.

B. Independent Contractor / Personnel

1. Allied Universal is responsible for training its employees Allied Universal assigns to Client's location(s) in accordance with Allied Universal policies and procedures and for the supervision of its employees so assigned, but excluding law enforcement officers. Allied Universal may assign independent contractors, subcontractors and like personnel to perform Services at Client locations(s), in which case the independent contractors, subcontractors and/or law enforcement officers shall be required to provide training and supervision, as applicable.

2. Allied Universal shall also provide the additional, specific or other Client-requested training of all security personnel Allied Universal employs and assigns to Client's location(s) at the fees and in the manner as set forth in Exhibit B.

3. Allied Universal shall provide standard uniforms for all security personnel provided by Allied Universal at Client's location(s) at no additional cost, unless set forth in Exhibit B. Allied will provide the additional, specific or other Client-requested non-standard uniforms and/or equipment at the fees and in the manner as set forth in Exhibit B.

4. Allied Universal will assign security personnel to Client's location(s), in its capacity as an independent contractor. Allied Universal will pay all compensation due to its employees and all required payroll taxes and withholdings.

5. Allied Universal will assign security personnel to Client's location(s) in compliance with applicable laws and regulations, including in accordance with the anti-discrimination laws set forth in Title VII of the Civil Rights Act of 1964. In the event Client finds the performance of any security personnel to be unacceptable, Client may request, with reasonable written notice, that such security personnel be removed from its location(s); provided that the reasons for such request do not violate applicable law, in Allied Universal's sole judgment.

6. Client acknowledges that Allied Universal has spent considerable time and expense recruiting and training its security personnel. As such, Client agrees that, for a period of one hundred and eighty (180) days from the last day on which an individual security personnel is employed by Allied Universal, Client will not employ, as a security professional or in any related capacity, directly or indirectly, including employment through a successor security contractor, any person who has been employed by Allied Universal in a supervisory capacity and assigned to Client's location. In the event of a breach of this provision, Client shall pay Allied Universal the average weekly billing for such employee for four (4) months together with all legal fees and other costs as liquidated damages.

C. Billing

1. The Billing Rates do not include the direct bill items set forth in Exhibit B ("Direct Bill Item(s)"), which shall be invoiced by Allied Universal and paid by Client to Allied Universal in accordance with the payment terms herein. Allied Universal may pass through any increases in the Direct Bill Item(s) in the manner and at the time set forth in Section C.4. Allied Universal will assess and Client agrees to pay an administrative fee in an amount equal to ten percent (10%) of all Direct Bill Items indicated on Exhibit B ("Administrative Fee").

2. The parties agree that any prior wage rates, billing estimates, wage estimates, pricing sheets, RFP submission, and/or

any other documents were for demonstration and explanatory purposes only and will not be deemed to modify, amend, impact or adjust the Billing Rates as set forth in Exhibit B or other amounts herein.

3. The Billing Rates and/or the Direct Bill Items shall be increased at the time and in the manner set forth in Section C.4 below resulting from any change, whether or not anticipated, in: (1) federal, state, provincial, territorial or other local taxes, levies, or required withholdings imposed or assessed on amounts payable to and/or by Allied Universal hereunder or by or in respect of Allied Universal to its employees or security personnel; (2) federal, state, provincial, territorial, or local laws or regulations relating to wage rates, paid time off, sick leave, and all other work, wage or time-keeping laws and regulations or premium or overtime pay (whether overtime work, gap coverage or other costs related to scheduling); (3) uniform maintenance costs and equipment or other personnel allowances, licensing or credentialing fees and/or requirements; (4) wage, medical, welfare and other benefit costs under collective bargaining agreements; (5) costs related to insurance and/or workers' compensation and other similar programs; (6) costs and/or assessments related to medical and/or welfare benefits; (7) other requirements, costs and/or assessments incurred by Allied Universal pursuant to applicable federal, state, provincial, territorial and/or local law or regulations; and/or (8) changes in the cost of materials, equipment, supplies and third party services necessary to provide the Services. Allied Universal will provide Client written notice of such change in the Billing Rates and/or the Direct Bill Items.

4. Allied Universal may, at its discretion, at the time and/or manner determined, (1) pass through the costs and/or increases set forth in Section C.3 to Client and/or (2) increase the Billing Rates and/or Direct Bill Items by the percentage equal to the percentage increase in Allied Universal's costs with respect to these items in Section C.3. Client agrees to pay Allied Universal for all such costs and/or increases.

5. The amounts invoiced to Client hereunder do not include any sales, use, excise or similar taxes, levies or duties ("Taxes") and Client is responsible for paying for all such Taxes. If Allied Universal has the legal obligation to pay or collect taxes for which Client is responsible under this section, Client shall reimburse Allied Universal for such Taxes, unless Client provides Allied Universal with a valid and current tax exemption certificate or direct pay certificate, or like exemption documentation authorized by the appropriate taxing authority.

6. In the event Client fails to pay any invoice when due, Client shall pay Allied Universal one and one-half percent (1.5%) per month interest or such maximum amount as permitted by law, whichever is less, on any such invoice. In the event that Allied Universal pursues any legal claim or other action to collect on any past-due amounts, Client agrees to pay to Allied Universal the costs and attorneys' fees incurred by Allied Universal in connection with such claim or action.

D. Physical and Intellectual Property

1. Client acknowledges that Allied Universal may access and use proprietary software in connection with performing the Services ("Proprietary Software"), which is a valuable, special and unique asset of Allied Universal and/or third parties. The Proprietary Software is and will remain the sole and exclusive property of Allied Universal and/or those applicable third parties. To the extent the Allied Universal grants the right for Client to access and use any Proprietary Software, Allied Universal shall



include the scope and term of such rights in Exhibit A.

2. Client agrees that all materials Allied Universal develops, generates, or produces pursuant to this Agreement, including but not limited to Post Orders (as defined in Section G.12), security plans, emergency plans, diagrams, reports, and writings, both internal and external (collectively, "Work Product"), may include the proprietary information of Allied Universal and will remain the sole and exclusive property of Allied Universal. Client shall not disclose, transfer or otherwise share the Work Product with any third party and Client shall promptly return or destroy, at Allied Universal's election, any and all Work Product in Client's possession upon termination or expiration of this Agreement.

3. To the extent Allied Universal provides any property, equipment or supplies to Client or to the security personnel in performance of the Services (collectively, "Supplies"), such Supplies will remain the sole and exclusive property of Allied Universal and shall be promptly returned upon termination or expiration of this Agreement.

4. Client shall assume liability and pay for all costs associated with keying or re-keying to the extent keys are (i) lost by or stolen from third parties or (ii) not returned for any reason.

E. Insurance and Indemnification

1. Allied Universal shall maintain Workers' Compensation coverage for the security personnel assigned to Client's location(s) at limits imposed by statute, including Employer Liability coverage.

2. Allied Universal shall maintain for its own protection and benefit various other policies of insurance, including Commercial General Liability, for coverage of its performance of the Services at Client's location(s).

3. Allied Universal shall maintain Automobile Liability insurance for coverage of its employees' operation of Allied Universal's owned, leased and rented vehicles. Client shall maintain Automobile Liability insurance for coverage of all vehicles Client requires (or permits) security personnel to operate, which are not Allied Universal's owned, leased or rented vehicles ("Client Vehicles") with bodily injury and property damage limits of not less than One Million Dollars (\$1,000,000). Such insurance will be primary for any loss or damage occurring to Client Vehicles whether or not operated by Allied Universal security personnel in performance of the Services, and under no circumstances shall Allied Universal indemnify Client or Client's insurer for losses that occur or arise out of Allied Universal's operation of Client Vehicles.

4. Client agrees that Allied Universal is not providing insurance coverage for, and is not an insurer of, Client's operations, personnel, invitees, facilities, property, or any other assets. Except as provided elsewhere in this Agreement, Client assumes all risk of loss, physical damage and personal injury at its operations, to its personnel, invitees and/or facilities or any other assets resulting from fire, theft, exposure to any pathogen, germ, contagion, bacteria, or virus (including the coronavirus and spread of COVID-19) or other casualty, and Client waives any right of recovery and its insurers' right of subrogation against Allied Universal for any loss or damage resulting from any such occurrence.

5. Allied Universal will indemnify Client, its directors, professionals and employees from and against all claims, actions, liabilities, damages, and losses, (the "Losses") asserted against Client and directly resulting from the performance of the Services expressly required under this Agreement, provided such Losses: (1) are caused solely by the gross negligent failure of Allied Universal

to perform the Services, or by other grossly negligent actions or omissions in the performance of the Services by Allied Universal, or through the willful misconduct or unlawful activity of Allied Universal; and/or (2) are not caused in any way through the negligence, willful misconduct or unlawful activity of Client, its employees and contractors or otherwise resulting from Allied Universal's compliance with specific direction from Client.

6. To the extent Allied Universal has assumed indemnification obligations hereunder, such obligations shall not apply to any work performed by Allied Universal at the direction of Client and work performed by Allied Universal that is not specifically set forth in Exhibit A. Notwithstanding anything to the contrary provided herein or in any other direction (oral or written), Client agrees that in no event shall Allied Universal employees or security personnel be required to undertake any duty which could potentially expose themselves to unreasonable risk of harm. At all times, Client represents and warrants that its policies, directions, orders and other requirements are, and at all times will be, lawful. Allied Universal's indemnification obligations shall also not extend to Losses: (a) sustained by Client relating to benefits or insurance provided by Client to its employees, including but not limited to medical, disability, and workers compensation benefits, or fulfillment by Client of independent statutory duties owed to its employees or other third parties; (b) to the extent caused by the negligence, willful misconduct or violation of law by Client or other party; (c) that actually or allegedly arise out of an event occurring during a Legally Mandated Break Period (as defined in section G.14 below); and/or (e) in any way related to Client's policies, procedures or directives to Allied Universal, even if Allied Universal or its employees were grossly negligent or acted willfully.

7. Notwithstanding anything contained in this Agreement to the contrary, should Allied Universal be found liable for any Losses hereunder for any reason, the sole and exclusive remedy of Client in any situation, whether in contract or tort, or otherwise, shall be limited to Client's actual and direct damages, and shall in no event exceed the amounts invoiced and paid over the previous twelve (12) month period and paid by Client to Allied Universal under Exhibit A, such amounts to be inclusive of any defense costs.

8. Client must promptly notify Allied Universal in writing, of any event or occurrence for which Client seeks indemnification in accordance with Section E.5 above and in no event more than thirty (30) days after Client receives notice of the claim. Allied Universal shall not have any indemnification obligation unless Client provides notice in the manner and form set forth herein. All claims or actions that Client may have against Allied Universal under any theory of recovery, including for indemnification, must be commenced by written notice to Allied Universal within twelve (12) months following the events giving rise to the claim.

9. Client will indemnify Allied Universal, its parent, subsidiary and affiliated entities, and their respective directors, officers and employees (each an "Indemnified Party" and collectively "Indemnified Parties") from and against all Losses asserted against any Indemnified Party arising out of incidents or occurrences taking place or arising at Client's location(s) provided that any such Losses: (a) arise out of Allied Universal's compliance with Client's directions or requests; (b) occur in whole or in part during Legally Mandated Coverage Break(s); or (c) are: (i) attributable to bodily injury, sickness, disease or death or to damage to tangible property; and, (ii) arise out of the negligence, willful misconduct or unlawful activity of Client, notwithstanding that such Losses may have resulted in part from the negligence, willful



misconduct or unlawful activity of Allied Universal. Client shall further indemnify the Indemnified Parties from and against all Losses related in whole or in part to: (x) actual or alleged harassment or discrimination by Client employees or others at the location; (y) Client's failure to comply with laws or regulations mandating a safe work environment; and (z) incidents in any way related to Client's policies, procedures or directives to Allied Universal, even if Allied Universal or its employees were grossly negligent or acted willfully.

F. Compliance with Laws

1. Some or all of the physical security guard services identified in this Agreement could be designated as a Qualified Anti-Terrorism Technology ("QATT") under the Support Anti-terrorism by Effective Technologies ("SAFETY") Act of 2002, 6 U.S.C. §§ 441-444, as amended. Where this QATT has been deployed in defense against, response or recovery from an act of terrorism, as that latter term is defined under the SAFETY Act, Allied Universal and Client agree to waive all claims against each other, including its respective successors and assigns, parent, subsidiary and affiliated entities, and their respective directors, officers and employees or other representatives, arising out of the manufacture, sale, use or operation of the QATT, and further agree that each is responsible for Losses, including business interruption losses, that it sustains, or for losses sustained by its own employees resulting from an activity arising out of such act of terrorism. This provision shall apply and remain in effect for the Term, regardless of whether there are any modifications to the SAFETY Act and/or whether the liability protections set forth in the SAFETY Act are deemed inapplicable to the Services for any reason.

2. Client shall, at its own cost and expense, comply in full with all applicable federal, state, provincial, territorial and other local statutes, laws, ordinances, rules, regulations, orders, licenses, permits or fees applicable to its operations and its performance under this Agreement ("Governmental Regulations"), including without limitation: (i) environmental laws, (ii) laws relating to accessibility by, and accommodation of, handicapped persons, and (iii) laws relating to discrimination and labor, and (iv) laws relating to health and safety, including the provision of personal protective equipment as required by local law or applicable health authority guidance. Client shall notify Allied Universal in writing within forty-eight (48) hours of any inquiry, notice, subpoena, lawsuit, or other evidence of an investigation by any public agency or the commencement of any judicial or administrative proceeding, or arbitration proceedings with respect to the Services, including without limitation Allied Universal's operations at the property and/or performance under this Agreement. Should Allied Universal be issued a citation, fine or other sanction due to or arising out of conditions on or at Client's location created by others, or in connection with Governmental Regulations, Client shall pay and will be responsible for the costs thereto. Client is solely responsible for the conduct of its current and former employees.

G. Miscellaneous

1. This Agreement, including the Exhibits, represents the entire agreement and understanding of the parties concerning the subject matter herein and replaces any and all previous agreements, understandings, representations, discussions or offers. No modification to this Agreement shall be effective unless in writing and executed by both parties and delivered to each respective party hereto.

2. A written waiver by either party of any of the terms or conditions of this Agreement shall not be deemed or construed to be a waiver of such term or condition for the future or of any subsequent breach of the Agreement. The failure to enforce a particular provision of this Agreement shall not constitute a waiver of such provision or otherwise prejudice a party's right to enforce such provision at a later time.

3. The parties recognize that even if the Services required hereunder may incidentally benefit others in the ordinary course, this Agreement is entered into **solely for the mutual benefit of the parties hereto** and absolutely no benefits, rights, duties, obligations, or causes of action, including, without limitation for breach or negligence in connection herewith, are intended or created by this Agreement as to any third parties, including employees of the parties, except as expressly set forth in Section E, Insurance and Indemnification.

4. Each party represents and warrants that this Agreement has been executed by a duly authorized individual with all rights necessary to bind the parties hereto.

5. This Agreement and all matters collateral hereto shall be governed by the laws of the state where the Services are provided without reference to its choice of law provisions and in the event the Services are provided in multiple states, then the Agreement and all matters collateral hereto shall be governed by the laws of the state where the facts giving rise to the dispute occurred.

6. If any of the terms or provisions of this Agreement are ruled to be invalid or inoperative, all the remaining terms and provisions shall remain in full force and effect.

7. This Agreement may be executed in one or more counterparts, each of which shall constitute one and the same Agreement.

8. Allied Universal shall not be responsible for additional expenses and costs incurred by it to provide Services pursuant to this Agreement as a result of unusual circumstances or any other cause beyond Allied Universal's reasonable control, including, but not limited to, strikes, riots, revolutions, wars, active shooter events, military actions, acts of terrorism (whether or not certified or designated as such by the Department of Homeland Security or other governmental authority), fires, floods, droughts, natural disasters, pandemics, epidemics, quarantine, disease, snow storms, blizzards or other inclement weather, accidents, insurrections, lockouts or other acts of God, perils of the sea, stoppage of labor, or other events considered as "Force Majeure," or by any other unavoidable event beyond Allied Universal's reasonable control ("Force Majeure"). All such additional expenses, including any personal protective equipment, shall be the responsibility of Client as an additional charge to be invoiced by Allied Universal and paid by Client as it is incurred. All obligations under section E shall cease during a Force Majeure event (thus there will be no duty to indemnify or defend during a Force Majeure event and no actions during a Force Majeure event will give rise to a duty to indemnify or defend). Allied Universal shall have no obligation to perform Services during a Force Majeure event and, therefore, to the extent that Allied Universal's inability to perform, or delay in performing, the Services is due to a Force Majeure event, such nonperformance or delayed performance is not a breach of this Agreement nor cause for termination of this Agreement.

9. Either party may assign this Agreement to an entity controlling, controlled by or under common control with the party hereto ("Affiliate"). Except as permitted in this section, Client may not assign, delegate or subcontract this Agreement without the prior



written consent of Allied Universal in its sole discretion. Notwithstanding the foregoing, in the event Client assigns this Agreement (whether to an Affiliate or with written consent of Allied Universal), Client shall remain liable under this Agreement after such assignment.

10. Any notice required or permitted hereunder shall be in writing and shall be delivered either in person, by nationally recognized overnight delivery service or by certified or registered mail, postage prepaid, addressed to the parties at the address shown on the cover page (or as may be directed by a party in the future by written notice).

11. The parties recognize and agree that it may be necessary for a party to provide Confidential Information (“Disclosing Party”) to the other party (“Recipient”) for the purpose of furthering the objectives of this Agreement or for any other purpose. “Confidential Information” includes the terms of this Agreement, non-public personal or financial information relating to a party, a party’s employees, customers or clients, all trade secrets, processes, proprietary data, information or documentation or any pricing or product information the Disclosing Party provides to the Receiving Party. Recipient shall: (i) hold all Confidential Information of the Disclosing Party in confidence and will use such information only for the purposes of fulfilling Recipient’s obligations hereunder and for no other purpose; and (ii) not disclose, provide, disseminate or otherwise make available any Confidential Information of the Disclosing Party to any third party without the express written permission of the Disclosing Party. Recipient shall limit disclosure of the Disclosing Party’s Confidential Information within its own organization to its directors, officers, and/or employees having a need to know about such information. The foregoing obligations shall not apply to: (i) information that is or becomes publicly available through no fault of Recipient; (ii) information that is known by Recipient prior to the time of disclosure hereunder; (iii) information that is lawfully obtained from a third party who has the right to make such disclosure without any duty of confidentiality; or (iv) any disclosure required by applicable law, provided that Recipient shall use reasonable efforts to give advance notice to, and cooperate with, the Disclosing Party in connection with any efforts to prevent such disclosure (at the Disclosing Party’s expense). If Allied Universal is required to disclose Client’s Confidential

Information, Client shall defend and indemnify Allied Universal, its respective successors and assigns, and its directors, professionals, and employees from and against all Losses asserted against Allied Universal arising out of said disclosure.

12. As stated in Section A.1 above, the scope of Services hereunder is limited to those Services explicitly set forth in Exhibit A and, as stated in Section A.2 above, Allied Universal shall only perform additional or different Services upon mutual written agreement. Therefore, in the event that there are any post orders, directives, protocols, policies, specifications or other documents of any type (collectively, “Post Orders”) not set forth in Exhibit A, such Post Orders shall not form any part of this Agreement and are not a novation or modification or expansion of the Services, obligations and duties set forth in this Agreement. If there is any conflict between the provisions of this Agreement and any Post Orders, this Agreement shall control. Under no circumstances shall the Post Orders modify or expand the liabilities of the parties.

13. Client acknowledges and agrees that (1) mandatory, paid off-duty rest periods and/or unpaid off-duty meal periods or other breaks may be required by applicable law (“Legally Mandated Break Periods”); (2) during Legally Mandated Break Periods, security personnel must be relieved of all duties, including without limitation to the requirement to remain “on call,” (3) Services at the location(s) set forth in Exhibit A will be interrupted and such location(s) will not be secured during Legally Mandated Break Periods; and (4) Client may elect to request Allied Universal to provide additional Services during the Legally Mandated Break Period as relief coverage at the fees set forth in Exhibit B and Allied Universal may accept such request if commercially reasonable.

14. “Non-performance” for purposes of the termination provision includes, but is not limited to, a party’s (1) failure to perform or breach of any obligations under this Agreement which remain uncured during the cure period, (b) breach of any representation or warranty in this Agreement; and/or (c) a party’s insolvency and/or petition for bankruptcy.

15. The following provisions shall survive expiration or termination of this Agreement for any reason: Sections C, E, G and the Exhibits hereto.



EXHIBIT A
to Security Professional Service Agreement Between Allied Universal

and

The County of Jasper, South Carolina

LOCATIONS FOR SECURITY SERVICES

<u>Client Location</u>	<u>Specify for each location: Armed or Unarmed</u>	<u>Schedule of Coverage</u>	<u>Hours</u>
12008 N Jacob Smart Blvd, Ridgeland, SC 29936	Unarmed	Client will determine the hours	1018 HPW

The location(s), day(s) and time(s) and duties listed in this Exhibit A may not be altered by Client, unless mutually agreed upon in a writing signed by the parties (including a person holding the title of Vice President or above on behalf of Allied Universal). The delivery of Services does not include any structures, parking lots, appurtenances, or nearby areas not specifically listed herein.

Description of Services. Allied Universal will provide Client the following Services pursuant to this Agreement:

- The security professional will provide a visible security presence and report criminal activity of which the security professional becomes aware to the designated Client representative and in the manner agreed upon between Client and Allied Universal.
- This Exhibit A supersedes any and all other language herein, or other oral or written instructions or requests to Allied Universal personnel. Post Orders, amendments thereto or other oral or written instructions to Allied Universal personnel by Client do not constitute an amendment to the Agreement or this Exhibit A.

HELIAUS® System: Client understands and agrees that by ordering and receiving the HELIAUS® Technology Platform which may include all or some of the HELIAUS Mobile and HELIAUS Portal components (the “HELIAUS Services”), Client agrees to the HELIAUS Software-as-a-Service (SaaS) Terms in full (“the HELIAUS Terms”), and same shall solely govern the provision of the HELIAUS Services; provided, however, the invoicing, payment, and billing terms for the HELIAUS Services shall be governed by this Agreement. The Parties acknowledge and agree that the HELIAUS Services are otherwise separate and distinct from the Services under this Agreement, and that any use or non-use of the HELIAUS Services shall not expand the Allied Universal scope of Services and/or liability hereunder. The HELIAUS Terms may be found at www.aus.com/service-terms and by signing the Agreement, Client acknowledges receipt and agrees to the HELIAUS Terms. “HELIAUS” is a service mark of Allied Universal.

Notwithstanding anything to the contrary in this Agreement, by way of example, and not as a limitation, the parties hereby agree that the following are excluded from the Services provided hereunder, and that Allied Universal personnel have no duty to perform the following actions:

- Any action or activity that potentially exposes Allied Universal personnel to imminent injury or unreasonable risk of harm, such as engagement with armed, violent or threatening third parties, intervening in fights, or altercations involving threats of physical violence.
- Efforts or tasks (a) to prevent violence between and/or among (1) Client employees or other persons authorized to be on Client’s premises, and/or (2) between and/or among current or former spouses, partners, in-laws, or immediate or extended family members of Client visitors or personnel; (b) to prevent or minimize terrorism of any kind; (c) to prevent or minimize the impact of shootings, including mass shootings; (d) to prevent or mitigate drug use, trafficking or gang violence; and (e) associated with assessment of intoxication or impairment of individuals on or near Client’s location, prevention of impaired driving, or facilitation of medical assistance for intoxicated or impaired individuals. Preventing or removal of hazardous conditions upon the property including but not limited to snow or ice, inadequate lighting, defects upon or of the property or its buildings, structures or improvements, and/or weather conditions.
- Supervising in any way the services provided by contractors engaged by Client. Tasks specifically excluded (without limitation) from the Services include contacting or supervising snow and ice removal contractors, janitorial, landscaping, HVAC, roofing, maintenance, paving, and/or elevator contractors, or approving services provided by same.



- The provision of CPR, first aid, medical transport or behavioral health services, or the use of automated external defibrillator (AED) devices, notwithstanding those Allied Universal employees may have been trained to do so, or are required hereunder to be trained to do so. Allied Universal cannot, and is not obligated hereunder to, diagnose, assess or assist those with an intent to commit suicide or cause or threaten harm to themselves. The Services are not intended to prevent suicide or self-harm.
- Any tasks or efforts associated with prevention of employee theft, even if assisted or facilitated by Allied Universal personnel.

EXHIBIT A-2

to Security Professional Service Agreement Between Allied Universal and

Jasper County

ADDITIONAL TERMS
(APPLICABLE TO CLIENTS IN SPECIFIC INDUSTRY SECTORS)

TERMS APPLICABLE TO CLIENTS IN THE HIGHER EDUCATIONAL SECTOR

Services will be performed in compliance with the requirements of all applicable federal, state and local laws, regulations and ordinances; to the extent Allied Universal has access to students' educational records, the applicable provisions of the Family Educational Rights and Privacy Act of 1974; and the applicable provisions of the Crime Awareness and Campus Security Act "f 1990 ("The Clery Act") addressing notification to Client of reportable crimes reported to or observed by Security Officers as required by The Clery Act.

TERMS APPLICABLE TO CLIENT PROVIDING HEALTHCARE SERVICES

- a. Restraint of patients. Allied Universal security professionals will not be responsible for detaining any patient at any Client facility unless directed to do so by a representative of Client. Client agrees that it will not provide any such direction unless it is in accordance with applicable law (including a patient assessment where required by applicable law) and an authorized admission or commitment of such patient. Given the urgent circumstances under which such requests typically occur, Allied Universal and Client agree that that Allied Universal shall rely on that any direction to assist with patient restraint is in accordance herewith. Upon the direction of a representative of Client, the security professionals will assist in the application of clinical restraints. In no event will security professionals apply the restraints or remove restraints. The security professional's role is limited to assistance only.
- b. Proscribed functions. Notwithstanding anything to the contrary in this Agreement or Post Orders (hereinafter defined) for the Services, the Services hereunder shall exclude: (i) patient care of any kind, such as but not limited to, rendering of care, formation of medical judgments addressing admission, discharge, urgency of care (triage) and all decisions regarding medication, that being Client's sole and exclusive responsibility; (ii) transport of blood, lab specimens, biohazards, and sharps; and (iii) transportation of patients. Notwithstanding anything to the contrary, Allied Universal will not be required to indemnify or defend Client or be held responsible for any Losses arising out of restraint of any patient at the request of Client personnel or performance of any of the proscribed functions referred to in this Section. Additionally, Client shall indemnify and defend Allied Universal for all Losses arising out of actual or alleged restraint of any patient and performance of the proscribed functions referred to in this Section.
- c. Regulatory Standards. Services will be performed in compliance with the requirements of such industry accreditation and regulatory standards that the parties identify as applicable to the Services and provided in the Scope of Work, as well as all applicable federal, state and local laws, regulations and ordinances. Allied Universal, in connection with providing the Services, also agrees to comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the regulations promulgated thereunder and shall remain in compliance with these laws and regulations as they may be amended from time to time. Allied Universal will ensure that the employees performing the Services under this Agreement have received appropriate HIPAA training. The parties agree to execute and abide by the terms of the Business Associate Addendum attached hereto.
- d. Personnel Records. Copies of certain personnel records of Allied Universal personnel assigned to perform the Services that are required to evidence Client's compliance with applicable laws and regulations shall be available for audit at Client's location upon request of Client or any federal, state or local agency having an interest in the Services.

EXHIBIT B

to Security Professional Service Agreement Between Allied Universal
BILLING RATES AND OTHER CHARGES

Billing Rates. The initial Billing Rates are as follows:

Jasper County Detention Facility

<u>Post</u>	<u>HPW</u>	<u>Wage Rate</u>	<u>Bill Rate</u>	<u>OT Rate</u>	<u>Annual Cost</u>
Control Room (2)	343	\$18.25	\$25.19	\$37.79	\$449,288.84
Booking (2)	343	\$18.25	\$25.19	\$37.79	\$449,288.84
Supervisor (1)	172	\$19.25	\$26.57	\$39.86	\$236,951.26
Account Manager /Trainer	40	\$25.00	\$34.50	EXEMPT	\$71,760.00
Driver (2)	80	\$18.25	\$25.19	\$37.79	\$104,790.40
Records Clerk	40	\$18.25	\$25.19	\$37.79	\$52,395.20
Sub-Total	1018				\$1,364,474.54

notes to pricing

- Overtime requests with less than 72 hours' notice to be billed at 1.5 times straight-time bill rates
- Holiday hours worked billed at 1.5 time straight-time bill rates
- Bill rates inclusive of the following items
 - Wage
 - Payroll Taxes – FICA, FUI, SUI, City-specific taxes
 - Insurances – WC, GLI
 - Medical – Health, dental, vision, life
 - Training – pre-assignment, on-the-job, refresher
 - Vacation coverage
 - Uniforms
 - Background checks and screenings
 - Laptop/cell phone for account manager
 - Mercury phone (7)
 - Overhead (branch resources and local management, corporate systems and technology)
 - The staffing breakdown are as follows:
 - 2 officers around the clock (24/7) in the control room
 - 2 officers around the clock (24/7) in booking
 - 1 working shift supervisor (24/7) assigned as needed
 - 2 drivers for assisting with transportation
 - 1 records clerk
 - 1 Site Supervisor / Trainer (salaried)
 - Total number of Security officers support around the clock will be 5 officer, working 12.25 hours shifts. In addition, there will be 4 additional Security Team members assisting Monday – Friday to support Records, Transportation, and Training. The minimum staffing numbers under this proposal would be 27 FTEs assigned to your facility to meet this quote.

*****SEE CLIENT SPECIFIED PRICING DOCUMENT**

* *Requested Overtime:* With requests for a specific individual to work, and such request, for whatever reason, results in the individual working more than their Overtime Limit for any special reason, regardless of the notice provided and provided that the individual is able to accommodate, only the overtime impact for that individual will be billed. An individual's Overtime Limit may be a weekly (e.g. 40 hours) or daily limit (e.g. 8 hours) depending on the location. Example, in a location where 40 hours per week is the Overtime Limit: "We need Officer Smith to stay two extra hours at the end of his shift to help with a special project." the additional two hours will only be billed at the overtime rate if those hours exceed the Overtime Limit of 40 hours per week.

Holiday Rate: Client shall pay the Holiday Rate for all Services performed on New Year's Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day, or by applicable collective bargaining agreement.

Mutually agreed-upon merit increases will result in a Billing Rate increase.

Emergency Rates: A labor strike or other emergency situation that creates a working environment for security personnel that is more hazardous than the normal condition under this Agreement will be cause to negotiate a temporary billing rate for modified services.

Additional Services: Additional permanent services requested by Client will be billed at a supplemental deployment rate, which be negotiated by the Parties, but shall not be less than the Overtime Rate. The supplemental deployment rate for such additional permanent services will continue to apply until this Agreement is amended in writing. Additional requests for temporary services will be billed at a mutually agreed upon bill rate.