SECURITY GUARD SERVICES CONTRACT

This Agreement is entered into this 20th day of August, 2019, by and between the Ulster County Board of Cooperative Educational Services (hereinafter “BOCES”), having its principal place of business for the purpose of this Agreement at 175 Route 32 North, New Paltz, New York 12561, and Atlas Security Services, Inc. (hereinafter “VENDOR”), having its principal place of business for the purpose of this Agreement at 2002 Rt. 17M, Goshen, New York 10924.

A. TERM

The term of this Agreement shall be from September 1, 2017 through June 30, 2022 inclusive, unless terminated early as provided for in this Agreement. BOCES is under no obligation to renew this Agreement upon its expiration.

B. SERVICES AND RESPONSIBILITIES

1. During the term of this Agreement, the services to be provided by the VENDOR to the BOCES shall be Security Guard Services, as described more fully in Exhibit A attached hereto and incorporated herein as if fully set forth herein. The parties hereto acknowledge that school discipline is solely the responsibility of school administrators and that the VENDOR will not be involved in the investigation of disciplinary infractions under the code of conduct or enforcement of the code of conduct.

2. The terms of the VENDOR’s response to RFP# 18-30 for Security Services, attached hereto as Exhibit B, are incorporated as if fully set forth herein.

3. VENDOR shall perform all services under this Agreement in accordance with all applicable Federal, State and local laws, rules, and regulations, as well as the established policy guidance from the New York State Education Department.

4. Services provided pursuant to this Agreement shall be provided without regard to a person’s actual or perceived race, color, weight, national origin, ethnic group, religion, religious practice, disability, sexual orientation, gender, gender identity or expression, marital status, military status or membership in any other protected class.

5. VENDOR shall comply with all applicable provisions of the Safe Schools Against Violence in Education (SAVE) Act, including, but not limited to background checks and fingerprinting of all staff directly providing services to students. All persons providing services to the BOCES pursuant to this Agreement must receive criminal background check clearance by the New York State Education Department prior to the provision of such services.

6. VENDOR represents that all services under this Agreement shall be provided by qualified individuals of good character, and in good professional standing. VENDOR represents that no individuals providing services under this Agreement are currently...
charged, nor in the past have been charged with any relevant criminal or professional misconduct or incompetence.

7. Upon execution of this Agreement, VENDOR shall provide copies of required licenses/certifications of all individuals providing services under this Agreement. In the event that the required license/certification of any agent or employee of VENDOR providing services under this Agreement is revoked, terminated, suspended, or otherwise impaired, VENDOR shall immediately notify the BOCES in accordance with the requirements for all notices pursuant to this Agreement set forth below.

8. BOCES reserves the right to reject any of the VENDOR’s staff, which the BOCES, at its sole discretion, may deem unqualified.

9. VENDOR shall observe and comply with all applicable BOCES Policies and Regulations while on the grounds of the BOCES or providing services pursuant to this Agreement.

10. VENDOR shall provide all services pursuant to this Agreement in a competent, professional and timely manner.

11. VENDOR shall maintain records, logs and/or reports in accordance with all applicable laws, regulations, requirements of the New York State Education Department and BOCES Policies and procedures in force during the term of this Agreement. The BOCES shall have the right to examine any or all records or accounts maintained and/or created by the VENDOR in connection with this Agreement, and upon request shall be entitled to copies of same.

12. Both parties to this Agreement understand that they may receive and/or come into contact with protected health information as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The parties hereby acknowledge their respective responsibilities pursuant to HIPAA and shall comply with said Regulations, if applicable.

13. Both parties, their employees, and/or agents agree that all information obtained in connection with the services performed pursuant to this Agreement is deemed confidential information. Both parties, their employees, and/or agents shall not use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as provided for in this Agreement. Both parties further agree that any information received by either party’s employees and/or agents in connection with this Agreement which concerns the personal, financial, or other affairs of the parties, their employees, agents, and/or students will be treated as confidential and will not be revealed to any other persons, firms, organizations, or third parties. In addition, both parties agree that information concerning any student covered by the terms of this Agreement shall not be released except as provided for by applicable law, rule, or regulation, including but not limited to the Family Educational Rights and Privacy Act (FERPA).
14. VENDOR shall attempt to provide substitute coverage in the event of the absence of the regularly scheduled service provider. The services of the substitute provider shall be in accordance with all terms and conditions of this Agreement.

C. INSURANCE

1. The VENDOR, at its sole expense, shall procure and maintain the following insurance policies at a minimum, including the Board of Education, employees and volunteers, as additional insured, as follows:

   Commercial General Liability Insurance:
   $1,000,000 per occurrence/ $2,000,000 aggregate.

   Umbrella Excess Liability Insurance:
   $2,000,000 over primary insurance.

2. VENDOR acknowledges that failure to obtain such insurance on behalf of the BOCES constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the BOCES.

3. The insurance is to be underwritten by a licensed and/or admitted New York State Insurer with a minimum Best rating of A-minus.

4. In the event any of the aforementioned insurance policies are cancelled or not renewed, the VENDOR shall notify the BOCES in writing within thirty (30) days of such cancellation or non-renewal.

5. Upon the execution of this Agreement, the VENDOR will supply the BOCES with a Certificate of Insurance including the BOCES, Board of Education, Employees and Volunteers as additional insured, a copy of the Declaration pages of the policies, and a copy of the additional insured endorsement.

D. COMPENSATION

1. The BOCES shall pay VENDOR in accordance with the fee schedule outlined in Exhibit A, following the presentation of detailed invoices by VENDOR to the BOCES.

2. The VENDOR shall submit invoices for payment on a monthly basis. All invoices shall include the services provided, the total hours, the dates that the invoice covers, and the total amount due for the period specified. The BOCES shall pay VENDOR within sixty (60) days following satisfactory rendering of services under the Agreement, upon approval by BOCES.
3. The BOCES shall give the VENDOR notice of any invoice disputes within twenty (20) days of its receipt of the invoice and reserves the right to withhold payment pending the resolution of the dispute.

4. Neither VENDOR nor any of its personnel shall share or accept any fee or gratuity for services provided pursuant to this Agreement except as expressly set forth in this Agreement.

E. MISCELLANEOUS

1. Termination:

   a. BOCES may terminate this Agreement upon fifteen (15) days prior written notice to the other party. Such notice shall be given in accordance with the requirements for all notices pursuant to this Agreement set forth below.

   b. The parties agree that VENDOR’s failure to comply with any terms or conditions of this Agreement will provide a basis for the BOCES to immediately terminate this Agreement without any further liability to VENDOR.

   c. In the event the BOCES terminates this Agreement with or without cause, such termination of the Agreement shall not discharge the parties’ existing obligations to each other as of the effective date of termination.

2. Independent Contractor:

   a. VENDOR will be engaged as an Independent Contractor, and therefore be solely responsible for the payment of federal and state income taxes applicable to this Agreement.

   b. Neither VENDOR nor any of its employees, agents, or assigns will be eligible for any employee benefits whatsoever relative to this contract including, but not limited to, Social Security, New York State Worker’s Compensation, unemployment insurance, New York State Employee's Retirement System, health or dental insurance, or malpractice insurance, or the like.

   c. BOCES, if required by Federal or State requirements, will submit a Form 1099 and IT 2102.1 respectively at year-end to the Federal Government for all individuals having a gross income exceeding $600, which thereupon will be reported for income tax purposes.
3. **Defense / Indemnification:**

   a. VENDOR agrees to defend, indemnify and hold harmless the BOCES, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys’ fees, judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of the VENDOR, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.

4. **Notices:** All notices which are required or permitted under this Agreement shall be in writing, and shall be deemed to have been given if delivered personally or sent by registered or certified mail, addressed as follows:

   **To BOCES:** Ulster County BOCES  
   175 Route 32 North  
   New Paltz, New York 12561

   **To VENDOR:** Atlas Security Services, Inc.  
   2002 Rt. 17M  
   Goshen, NY 10924

5. **Assignment:** It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.

6. **No Waiver:** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party’s right to subsequently enforce every provision of this Agreement.

7. **Severability:** Should any provision of this Agreement, for any reason, be declared invalid and/or unenforceable, such decision shall not affect the validity of the remaining provisions of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated.

8. **Governing Law:** This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with, and governed by, the laws and regulations of the State of New York and applicable Federal laws and regulations.

9. **Venue:** Any dispute arising under this Agreement shall be litigated in the Courts of Ulster County, New York.

10. **Entire Agreement:** This Agreement, including Exhibits A and B attached hereto and incorporated herein, is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or contemporaneous, oral or written agreements,
proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.

11. Amendment: This Agreement may not be changed orally, but only by an Agreement, in writing, signed by authorized representatives of both parties.

12. Execution: This Agreement, and any amendments to this Agreement, will not be in effect until agreed to in writing and signed by authorized representatives of both parties.

IN WITNESS THEREOF, the parties hereto have executed this Agreement the day and year first above written.

Atlas Security Services, Inc.  
By:

Ulster County BOCES  
By: Chris Farrell  
President, Board of Education

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Exhibit A

Security Guard Scope of Services

Schedule of Services and Fees
Security Guard Services shall be provided at Ulster BOCES Student Based Programs located on Route 9W, Port Ewen, NY 12466 and 1372 Old Post Road Ulster Park, NY 12487 on school days as per the adopted BOCES calendar from 7:00AM-3:00PM. Security Guard Services shall further be provided during Special Education Summer School Program hours, as requested by the BOCES summer programs each year.

Security Guard Services will be required as needed at Ulster BOCES sponsored events (i.e., sporting events, extracurricular activities). BOCES will arrange with the VENDOR to ensure guards are provided at these events.

All services shall provided at the rates outlined in the Fee Schedule below:

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<td>Regular Hourly Rate</td>
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<td>Overtime Hourly Rate</td>
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Vendor Obligations

The VENDOR shall furnish all supervision, labor, materials, equipment, tools, supplies, incidentals, duties and services of every kind necessary for proper security officer services. The firm shall pay all fees, provide all uniforms, incur all expenses, and secure all permits and certifications necessary to complete the work in every respect. Ulster BOCES reserves the right to require participation of security officers in training deemed appropriate. Uniforms must be appropriate and visible at all times. The word "Security" must appear in reflective material on the back of company issued jacket. The firm name, security designation and security guard’s name should appear on the company issued shirt. The scope of the work includes, but is not limited to the following:

The VENDOR must maintain an incident/activity log on a daily basis and submit a written, legible report on such incidents/activity monthly to the Director of Special Education and Principal of Special Education no later than the 15th day of the subsequent month.

BOCES will not provide any e-mail based services, systems or support for these log based/tracking systems.

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Staff employed by the VENDOR must possess former military/law enforcement experience. All staff members must possess appropriate AED & CPR training prior to providing services. Each staff member assigned to the facilities shall possess this training, and shall maintain appropriate, current certifications in these areas.

All VENDOR Security Guards must:
- possess former military/law enforcement experience
- have a complete criminal background check with a clean record
- have fingerprint clearance as per State Education Department regulations
- be subject to random drug testing
- possess appropriate AED & CPR training prior to providing services and maintain appropriate, current certifications in these areas
- have a minimum of 10 years’ experience as a present or former security guard, law enforcement and/or military officer
- have experience performing the tasks outlined in “Security Guard Roles and Responsibilities” below

Security Guard Roles and Responsibilities

Each Security Guard shall:
- serve as a mediation mentor
- monitor hallways, stairways, cafeterias/eating areas, restrooms, parking lots, and school grounds
- bring safety concerns in the building immediately to the building director or designated person
- respond effectively to requests from school personnel for assistance with sick, injured, or disruptive students and staff
- provide training on how to safely stop an altercation, when requested
- provide training on how to identify an intruder and what to do when finding an intruder, when requested
- work with building and school administration on fire drills, evacuation drills, and any other drill
- maintain a lock down, lock out, etc. when requested by the building or school administration
- provide guidance for emergency vehicles ordered for or in route to school facilities
- report any damage/graffiti to school facilities to the appropriate school administration

School discipline is solely the responsibility of school administrators. The security guard will not be involved in the investigation of disciplinary infractions under the code of conduct or enforcement of the code of conduct.

Received and Accepted

08/23/19

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