

CONTRACT FOR ARMED SECURITY SERVICES

1. Parties. The parties to this contract are the CITY OF VICKSBURG, MISSISSIPPI, (hereinafter "Agency") and UNITED SECURITY SERVICES, LLC, (hereinafter "Contractor").
2. Purpose. The purpose of this contract is for the Agency to engage Contractor to provide armed security services for the Agency.
3. Scope of Services. Contractor will perform and complete in a timely and satisfactory manner the services described in Exhibit "A", captioned "Scope of Services", which is attached hereto and made a part hereof by reference.
4. General Terms and Conditions. This contract is hereby made subject to the terms and conditions included in Exhibit "B", captioned "Additional Terms and Conditions", which is attached hereto and made a part hereof by reference.
5. Consideration. As consideration for the performance of the services referenced in Exhibit "A", the Agency agrees to compensate Contractor at a rate of \$2,500.00 per month. Contractor will submit invoices by the 20th day of each month for the previous month worked. Agency will pay submitted invoices by the 25th day of the month.
6. Period of Performance. This contract will become effective for the period beginning on September 20th, 2016, and ending on September 30, 2017, upon the approval and signature of the parties hereto. This contract will automatically renew for one (1) year terms unless terminated by either party in accordance with the terms herein.
7. Method of Payment. Contractor agrees to accept payments referenced in Paragraph 5, "Consideration", to be paid as invoiced by Contractor. Contractor agrees to submit invoices to the Director of the Water and Gas Administration by the sixth day of the following month. Agency will pay the bill on the tenth day of the month, assuming it is timely and approved. Contractor is classified as an independent contractor and not a contractual employee of the Agency. As such, any compensation due and payable to Contractor will be paid as a gross amount.
8. Applicable Law. The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws, provisions, and any litigation with respect thereto shall be brought in the courts of the State. Contractor shall comply with applicable federal, state, and local laws and regulations.
9. Compliance with Laws. Contractor understands that the City of Vicksburg, MS is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and Contractor agrees during the term of the agreement that Contractor will strictly adhere to this policy in its employment practices and provision of services. Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

10. Insurance. Contractor represents that it will maintain workers' compensation insurance as required by the State of Mississippi which shall inure to the benefit of all the Contractor's personnel provided hereunder; comprehensive general liability or professional liability insurance, with minimum limits of \$2,000,000 per occurrence for bodily injury, personal injury, accidental death, and property damage; and employee dishonesty insurance or fidelity bond insurance with minimum limits of \$1,000,000 with third party coverage. Contractor represents that it may be required to maintain automobile liability insurance covering all vehicles, owned or otherwise, used in the contract work with limits of \$1,000,000 for injuries including accidental death to any person and subject to the same limit for each person for any one accident involving two or more persons; and automobile property damage insurance covering all property damage by automobile with limits of \$1,000,000 for all property damage by automobile. All general liability, professional liability, employee dishonesty, fidelity bond, automobile liability, and automobile property damage insurance will provide coverage to the City of Vicksburg, MS as an additional insured. The City of Vicksburg, MS reserves the right to request from carriers, certificates of insurance regarding the required coverage. Insurance carriers must be licensed or hold a Certificate of Authority from the Mississippi Department of Insurance.

11. Termination for Convenience.

- a. *Termination.* The City may, when the interests of the City so require, terminate this contract in whole or in part, for the convenience of the City. The City shall give written notice of the termination to Contractor and when termination becomes effective.
- b. *Contractor's Obligations.* Contractor shall incur no further obligations in connection with the terminated work, and on the date set in the notice of termination, Contractor will stop work to the extent specified.

12. Termination for Default.

Default. If Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Agency may notify Contractor in writing of the delay or nonperformance and if not cured in ten (10) days or any longer time specified in writing by the Agency, the Agency may terminate Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform.

13. E-Verification. If applicable, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, and will register and participate in the status verification system for all newly hired employees. Miss. Code Ann. §§ 71-11-1 *et seq.* (1972, as amended). The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance. Upon request of the City and after approval of the Social Security Administration or Department of Homeland Security when required, Contractor agrees to provide a copy of each such verification. Contractor further

represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject Contractor to the following:

Termination of this contract for services and ineligibility for any City contract for up to three (3) years.

In the event of such cancellation/termination, Contractor would also be liable for any additional costs incurred by the City due to Contract cancellation or loss of license or permit to do business in the City.

14. Transparency. This contract, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Miss. Code Ann. §§ 25-61-1 *et seq.* (1972, as amended) and Miss. Code Ann. § 79-23-1 (1972, as amended). In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Miss. Code Ann. §§ 27-104-151 *et seq.* (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, a copy of this executed contract is subject to public records laws.

In witness whereof, the parties hereto have affixed, on duplicate originals, their signatures on the date indicated below, after first being authorized so to do.

9-16-16
DATE

By: Ronnie Nichols
UNITED SECURITY SERVICES, LLC
BY: Ronnie Nichols, Sr., Manager

9-19-16
DATE

By: Willi Thayer
CITY OF VICKSBURG, MS

EXHIBIT “A”

SCOPE OF SERVICES

The Contractor will perform the following services upon request of the Agency in fulfillment of the purposes of this contract.

The Contractor will coordinate all communications with the Agency through Director of Water and Gas Administration.

The Contractor shall provide one (1) or more security guards as needed at the Water & Gas Administration Building located at 2111 Drummond Street, Vicksburg, MS. Uniformed, armed security guard services are generally to be provided Monday through Friday, 7:30 a.m. – 5:30 p.m. (except City recognized holidays). The Security Guard is to patrol inside and outside of the building as recommended by the Director of the Water and Gas Administration. Services to be provided include safeguarding the Agency employees and the facility (Some facilities could be potential terrorist targets.) Services to be provided include, but are not limited to, the following: allowing only authorized persons access to the building(s); escorting Agency employees to conduct Agency banking business; checking to ensure all entrances and exits are secure at the end of the day; deterring acts of vandalism, graffiti, burglary, trespassing, and other hazardous, criminal, or unauthorized activities; conducting security patrols in accordance with the routes and schedules established in the post orders; responding to calls regarding fires, bomb threats, or any other emergency situations; roving patrol of property to detect and prevent criminal or unauthorized activities; and monitoring the employee parking area which may require a guard to be stationed outside. The Contractor must have a field supervisor on-call during business hours to deal with any security issues which arise. Additional services may be required by the Agency.

Any guard provided must have a minimum of two years' experience as a security officer, or two years' experience in a branch of law enforcement or other type of protective service;

The guards must be trained and capable of handling any and all incidents in a lawful and professional manner.

Any provided guard must have undergone a thorough criminal background investigation which reveals no criminal history. A criminal investigation includes, but is not limited to, fingerprint check, criminal records check, sex offender registration records check, and drug test at the Contractor's expense;

Any guard provided must be authorized to carry weapons in the State of Mississippi with a copy of the security guard permit issued by the Mississippi Department of Public Safety on his person at all times. All weapon permits should be current and maintained in accordance with the contract. All security guards shall be trained in the use of firearms by a certified National Rifle Association firearms instructor and certificate provided by September 26, 2016 as proof of the completion of the NRA course of instruction in the use of firearms.

Additional minimum requirements, including specific certifications, licenses, designations, and/or trainings pertinent to Agency operations may also be required by the Agency. Examples include, but are not limited to, the following: valid Mississippi driver's license; successful drug test passage; completion of specialized training (i.e. weapons, reporting, canine, terrorism, FEMA, First Aide, Automated External Defibrillator (AED), School Resource Officer, etc.). If required, the Contractor must provide copies to the Agency. All certifications and licenses should be current and maintained in accordance with the contract.

The Contractor shall also provide with respect to all armed security employee provided to the Agency:

- Fulfill Agency requests for guard(s) within twenty-four (24) hours of request;
- Ensure that the guard(s) are in complete uniform and well-groomed at all times;
- Provide all materials, serviceable firearms, ammunition, nightsticks, serviceable flashlights, rain gear, uniforms which are clean, in good repair, easily recognizable, and identify the guard as an employee of the Contractor, and any other miscellaneous equipment which may be needed;
- Administer and maintain all employment and payroll records, payroll processing, and payment of payroll checks and taxes, including the deductions required by state, federal and local laws such as social security and withholding taxes;
- Abide by all ordinances and laws pertaining to the Agency's operation and secure all required licenses, permits, certifications, trainings, background investigations, fingerprint checks, and drug tests;
- Make all unemployment compensation contributions as required by federal and state laws and process claims as required;
- Ensure the armed security employee reports to work at the time and place specified by the Agency;
- Ensure that guard(s) do not engage in personal activities (texting, personal phone calls, reading magazines, etc.) while on the job, and that guards comply with the Agency's restrictions regarding visitation with friends, family members or acquaintances while on the job;
- Ensure that guard(s) do not vacate their post during or at the end of their shift unless relieved by appropriate duty personnel, and arrange for replacement personnel for shift changes, breaks and for unanticipated events (i.e. illness, family emergency, etc.);
- Replace, at no additional expense to the Agency, any security guard not performing satisfactorily within two hours; and,
- Perform all services provided in the contract in accordance with customary and reasonable industry standards;
- Ensure that no security guard or supervisor works more than twelve (12) hours, including any and all breaks, in a twenty-four (24) hour period; the Agency, in an emergency situation, can waive this requirement when the circumstances are beyond the control of the Contractor.

The Contractor shall also:

- Maintain a sufficient pool of qualified guards large enough that if, for any reason, the scheduled guard does not report for duty or must be replaced, the security company can provide a replacement guard within two hours after notification;

- Ensure that all security personnel receive and pass a drug test prior to hire and provide copies of all personnel drug tests as required by the Agency (tests must show that employees are drug free);
- Conduct periodic drug testing of security personnel at the Contractor's expense throughout the year at a minimum of twice per year and provide copies of the results as required by the Agency;
- Employ only qualified personnel who are proficient in performing assigned tasks, are drug-free and proficient in the English language.

EXHIBIT "B"

ADDITIONAL TERMS AND CONDITIONS

1. Anti-assignment/subcontracting. Contractor acknowledges that it was selected by the City of Vicksburg, MS to perform the services required hereunder based, in part, upon Contractor's special skills and expertise. Contractor shall not assign, subcontract, or otherwise transfer this agreement, in whole or in part. Any attempted assignment or transfer of its obligations without such consent shall be null and void. All security guards must be direct employees of Contractor and not subcontractors or independent contractors.
2. Authority to contract. Contractor warrants: (a) that it is a validly organized business with valid authority to enter into this agreement; (b) that it is qualified to do business and in good standing in the State of Mississippi; (c) that entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and, (d) notwithstanding any other provision of this agreement to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.
3. Confidential information. "Confidential Information" shall mean: (a) those materials, documents, data, and other information which Contractor has designated in writing as proprietary and confidential; and, (b) all data and information which Contractor acquires as a result of its contact with and efforts on behalf of the customer and any other information designated in writing as confidential by the City. Each party to this agreement agrees to the following:
 - i. to protect all confidential information provided by one party to the other;
 - ii. to treat all such confidential information as confidential to the extent that confidential treatment is allowed under state and/or federal law;
 - iii. except as otherwise required by law, not to publish or disclose such information to any third party without the other party's written permission; and,
 - iv. to do so by using those methods and procedures normally used to protect the party's own confidential information.

Any liability resulting from the wrongful disclosure of confidential information on the part of Contractor or its subcontractor shall rest with Contractor. Disclosure of any confidential information by Contractor or its subcontractor without the express written approval of the customer shall result in the immediate termination of this agreement.

4. Confidentiality. Notwithstanding any provision to the contrary contained herein, it is recognized that Agency is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act. Miss. Code Ann. §§ 25-61-1 *et seq.* (1972, as amended). If a public records request is made for any information provided to Agency pursuant to the agreement, Agency shall promptly notify the disclosing party of such request and will respond to the request only in accordance with the procedures and limitations set forth in applicable law. The disclosing party shall promptly institute appropriate legal

proceedings to protect its information. No party to the agreement shall be liable to the other party for disclosures of information required by court order or required by law.

5. Contractor personnel. The Agency shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by Contractor. If the Agency reasonably rejects staff, Contractor must provide replacement staffs satisfactory to the Agency in a timely manner and at no additional cost to the Agency. The day-to-day supervision and control of Contractor's employees and subcontractors is the sole responsibility of Contractor.
6. Failure to deliver. In the event of failure of Contractor to deliver services in accordance with the contract terms and conditions, the Agency, after due oral or written notice, may procure the services from other sources and hold Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the Agency may have.
7. Failure to enforce. Failure by the Agency at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the Agency to enforce any provision at any time in accordance with its terms.
8. Force majeure. Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include, without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters ("force majeure events"). When such a cause arises, Contractor shall notify the City immediately in writing of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to force majeure events shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless the City determines it to be in its best interest to terminate the agreement.
9. Indemnification. To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the Agency, its commissioners, board members, officers, employees, agents, and representatives, and the City of Vicksburg, Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, investigative fees and expenses, and attorney's fees, arising out of or caused by Contractor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this agreement. In the City's sole discretion, Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Contractor defends said claim, suit, etc., Contractor shall use legal counsel acceptable to the City. Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the City shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc. without the City's concurrence, which the City shall not unreasonably withhold.
10. Independent contractor status. Contractor shall, at all times, be regarded as and shall be legally considered an independent contractor and shall at no time act as an agent for the City. Nothing contained herein shall be deemed or construed by the City, Contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such

relationship between the City and Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the City or Contractor hereunder creates, or shall be deemed to create a relationship other than the independent relationship of the City and Contractor. Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the City. Neither Contractor nor its employees shall, under any circumstances, be considered servants, agents, or employees of the City of Vicksburg, MS, and the City of Vicksburg, MS shall be at no time legally responsible for any negligence or other wrongdoing by Contractor, its servants, agents, or employees. The City of Vicksburg, MS shall not withhold from the contract payments to Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to Contractor. Further, the City of Vicksburg, MS shall not provide to Contractor any insurance coverage or other benefits, including Worker's Compensation, normally provided by the City for its employees.

11. Modification or renegotiation. This agreement may be modified only by written agreement signed by the parties hereto. The parties agree to renegotiate the agreement if federal and/or state revisions of any applicable laws or regulations make changes in this agreement necessary.
12. No limitation of liability. Nothing in this agreement shall be interpreted as excluding or limiting any tort liability of Contractor for harm caused by the intentional or reckless conduct of Contractor or for damages incurred through the negligent performance of duties by Contractor or the delivery of products that are defective due to negligent construction.
13. Notices. All notices required or permitted to be given under this agreement must be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Contractor: United Security Services, LLC
Ronnie Nichols, Sr.
713 Monroe Street
Vicksburg, MS 39180
ronnienichols42@yahoo.com
601.218.0357

For the Agency: Director of Water & Gas Administration
2111 Drummond Street
Vicksburg, MS 39180
601.634.4561

With a copy to: City Clerk
P.O. Box 150
Vicksburg, MS 39181

14. Oral statements. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract must be made in writing by the Agency and agreed to by Contractor.

15. Quality control. Contractor shall institute and maintain throughout the contract period a properly documented quality control program designed to ensure that the services are provided at all times and in all respects in accordance with the contract. The program shall include providing daily supervision and conducting frequent inspections of Contractor's staff and ensuring that accurate records are maintained describing the disposition of all complaints. The records so created shall be open to inspection by the Agency.
16. Recovery of money. Whenever, under the contract, any sum of money shall be recoverable from or payable by Contractor to the Agency, the same amount may be deducted from any sum due to Contractor under the contract or under any other contract between Contractor and the Agency. The rights of the Agency are in addition and without prejudice to any other right the Agency may have to claim the amount of any loss or damage suffered by the Agency on account of the acts or omissions of Contractor.
17. Right to audit. Contractor shall maintain such financial records and other records as may be prescribed by the Agency or by applicable federal and state laws, rules, and regulations. Contractor shall retain these records for a period of three years after final payment, or until they are audited by the Agency, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three-year period for examination, transcription, and audit by the City of Vicksburg, Mississippi, its designees, or other authorized bodies.
18. Right to inspect facility. The City may, at reasonable times, inspect the place of business of a Contractor or any subcontractor which is related to the performance of any contract awarded by the City.
19. Severability. If any part of this agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the parties shall amend the agreement as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.
20. Third party action notification. Contractor shall give the customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Contractor by any entity that may result in litigation related in any way to this agreement.
21. Unsatisfactory work. If, at any time during the contract term, the service performed or work done by Contractor is considered by the Agency to create a condition that threatens the health, safety, or welfare of the citizens and/or employees of the City of Vicksburg, Mississippi, Contractor shall, on being notified by the Agency, immediately correct such deficient service or work. In the event Contractor fails, after notice, to correct the deficient service or work immediately, the Agency shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of Contractor.
22. Waiver. No delay or omission by either party to this agreement in exercising any right, power, or remedy hereunder or otherwise afforded by contract, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either party to this agreement shall be valid unless set forth in writing by the party making said waiver. No waiver of or modification to any term or condition of this agreement will void, waive, or change any other term or condition. No waiver by one

party to this agreement of a default by the other party will imply, be construed as or require waiver of future or other defaults.