



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		7/22/2013		
Department:		Municipal Court Judge's Office		
Department Head		Don Stevenson		
Agenda Coordinator (include phone #): <b>Nicole Griffin ext 7204</b>				
<b>CAPTION</b>				
To approve the assignment of an existing agreement with Allegiance Security Group, LLC to a new provider, Universal Protection Service, LP, for Security Personnel Services authorizing the City Manager to execute all necessary documents.				
<b>FINANCIAL SUMMARY</b>				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: <b>2012-13</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
<b>FUND(S): N/A</b>				
<p><b>COMMENTS:</b> This item has no fiscal impact. The security contract at Municipal Court, currently Allegiance Security Group, LLC, has been acquired by Universal Protection Service, LP. This item assigns the current contract to Universal Protection Service, LP.</p> <p><b>STRATEGIC PLAN GOAL:</b> Providing security services at the Municipal Court relates to the City's goal of Safe Large City.</p>				
<b>SUMMARY OF ITEM</b>				
<p>On November 8, 2010, City Council approved the award of Bid No. 2010-211-C Security Personnel Services to Allegiance Security Group, LLC. Effective April 2, 2013, Universal Protection Service, LP acquired the City of Plano's account from Allegiance Security Group, LLC assuming all contractual obligations. Staff recommends the approval of the assignment of the existing agreement with Allegiance Security Group, LLC, to a new provider, Universal Protection Service, LP.</p>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Assignment Agreement				

**AGREEMENT TO ASSIGN CONTRACT WITH  
ALLEGIANCE SECURITY GROUP, LLC, TO  
UNIVERSAL PROTECTION SERVICE, LP**

**THIS ASSIGNMENT AGREEMENT** (hereinafter "Assignment") is made and entered into by **ALLEGIANCE SECURITY GROUP, LLC**, a Delaware limited liability company, **UNIVERSAL PROTECTION SERVICE, LP**, a California limited partnership, and the **CITY OF PLANO, TEXAS** a home-rule municipal corporation, acting by and through its City Manager or his designee.

**WITNESSETH:**

**WHEREAS**, Allegiance Security Group, LLC ("Allegiance") entered into a Contract with the City of Plano, Texas ("City") dated November 22, 2010, a copy of which is attached hereto as Exhibit "A" ("Contract"); and

**WHEREAS**, Allegiance was recently acquired by Universal Protection Service, LP ("Universal") and wishes to assign its existing Contract with the City to Universal; and

**WHEREAS**, Universal has reviewed the Contract and agrees to perform pursuant to the terms and conditions of the same; and

**NOW, THEREFORE**, the parties agree as follows:

**I.  
ASSIGNMENT OF CONTRACT**

Allegiance agrees to assign the Contract to Universal Protection Service, LP, who accepts the Assignment and agrees to be bound by all the terms and conditions of the original Contract and the City of Plano, Texas, agrees to this Assignment.

**II.  
NO DEFAULT BY CITY**

Allegiance represents and agrees that there are no defaults by the City of Plano and that there are no monies owed to it under this Assignment and Contract.

**III.  
NOTICES**

All notices to the City, Allegiance and Universal shall be sent at the addresses set forth below:

If to the City:  
City of Plano, Texas  
Municipal Court Judge  
Attn: Don Stevenson  
P.O. Box 860358  
Plano, Texas 75086-0358

If to Allegiance:  
Allegiance Security Group, LLC  
Attn: Steve Levine, President  
2900 Arendell Street, Suite 18  
Morehead City, NC 28557

If to Universal:  
Universal Protection Service, LP  
Attn: Steve Claton, President  
1551 N. Tustin Ave., Suite 650  
Santa Ana, California 92705

**IV.  
INSURANCE AND CERTIFICATES OF INSURANCE**

Universal shall procure and maintain for the duration of the contract insurance coverage as set forth in the Insurance Requirements marked **Exhibit "B"** attached hereto and incorporated herein by reference. Universal's Certificate of Insurance and applicable Endorsement shall be made part of **Exhibit "B"**.

**V.  
AFFIDAVIT OF NO PROHIBITED INTEREST**

Universal acknowledges and represents it is aware of all applicable laws, City Charter, and City Code of Conduct regarding prohibited interests and that the existence of a prohibited interest at any time will render the Contract voidable. Universal has executed the Affidavit of No Prohibited Interest, attached and incorporated herein as **Exhibit "C"**.

**VI.  
AUTHORITY TO SIGN**

The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Assignment on behalf of the parties hereto.

**IN WITNESS WHEREOF**, this Assignment Agreement shall be effective from and after the date of execution by the last signatory hereto as evidenced below.

**ALLEGIANCE SECURITY GROUP, LLC**

Date: \_\_\_\_\_

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

Name: Steve Levine  
Title: President

**UNIVERSAL PROTECTION SERVICE, LP, a  
California limited partnership**

**BY: UNIVERSAL PROTECTION SERVICE, GP,  
INC., a California corporation, its General  
Partner**

Date: \_\_\_\_\_

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

Name: Steve Claton  
Title: PRESIDENT

**CITY OF PLANO, TEXAS**

Date: \_\_\_\_\_

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

Diane Palmer-Boeck  
PURCHASING MANAGER

APPROVED AS TO FORM:

\_\_\_\_\_  
Diane C. Wetherbee, CITY ATTORNEY



**CONTRACT BY AND BETWEEN  
CITY OF PLANO, TEXAS AND  
ALLEGIANCE SECURITY GROUP, LLC  
FOR SECURITY PERSONNEL SERVICES  
BID NO. 2010-211-C**

**THIS CONTRACT** is made and entered into by and between **ALLEGIANCE SECURITY GROUP, LLC**, a Delaware limited liability company, whose address is 2561 Thomason Circle, Arlington, Texas, hereinafter referred to as "Contractor," and the **CITY OF PLANO, TEXAS**, a home rule municipal corporation, hereinafter referred to as "City," to be effective upon execution of this Contract by the Plano City Manager or his duly authorized designee.

For and in consideration of the covenants and agreements contained herein, and for the mutual benefits to be obtained hereby, the parties agree as follows:

**I.  
SCOPE OF SERVICES**

Contractor shall provide all labor, supervision, materials and equipment necessary for Security Personnel Services for the Municipal Court Security Station at the Raymond Robinson Justice Center, 900 E. 15<sup>th</sup> Street, Plano, Texas. These services shall be provided in accordance with the Specifications for Security Personnel Services, a copy of which is attached hereto and incorporated herein as **Exhibit "A,"** and the Contractor's Bid in response thereto, a copy of which is attached hereto and incorporated herein for all purposes as **Exhibit "B."** The Contract consists of this written agreement and the following items which are attached hereto and incorporated herein by reference:

- (a) The Specifications for Security Personnel Services (**Exhibit "A"**);
- (b) The Contractor's Bid (**Exhibit "B"**);
- (c) Insurance Requirements (**Exhibit "C"**); and
- (d) Affidavit of No Prohibited Interest (**Exhibit "D"**)

These documents make up the Contract Documents and what is called for by one shall be as binding as if called for by all. In the event of an inconsistency or conflict in any of the provisions of the Contract Documents, the inconsistency or conflict shall be resolved by giving precedence first to this written agreement then to the Contract Documents in the order in which they are listed above. These documents shall be referred to collectively as the "Contract Documents."

**II.  
TERM OF CONTRACT**

The initial term of this Contract shall be a period of twelve (12) months commencing upon the effective date hereof; provided however, that the City shall have the right and option to extend the term hereof by three (3) additional twelve (12) month periods by giving written notice

to Contractor of City's election to extend the term hereof, such notice to be given not less than thirty (30) days prior to the expiration of the initial term.

**III.  
WARRANTY**

Contractor warrants and covenants to City that all services delivered to City by Contractor, Contractor's subcontractors, and agents under the Agreement shall be performed in a skillful and competent manner consistent with applicable technical and professional standards for this service and shall comply with the specifications for said services set forth in this Agreement and the Bid Specifications attached hereto and incorporated herein as **Exhibit "A."**

**IV.  
PAYMENT**

Contractor shall invoice City for services in accordance with Contractor's bid attached hereto and incorporated herein as **Exhibit "B."** Contractor further agrees that the hourly service fees stated in **Exhibit "B"** shall not be increased during the initial term of this Contract or any renewals thereof. Payments hereunder shall be made to Contractor within thirty (30) days of receiving Contractor's invoice for the services performed.

Contractor recognizes that this Contract shall commence upon the effective date herein and continue in full force and effect until termination in accordance with its provisions. Contractor and City herein recognize that the continuation of any contract after the close of any given fiscal year of the City of Plano, which fiscal year ends on September 30th of each year, shall be subject to Plano City Council approval. In the event that the Plano City Council does not approve the appropriation of funds for this contract, the Contract shall terminate at the end of the fiscal year for which funds were appropriated and the parties shall have no further obligations hereunder.

**V.  
PROTECTION AGAINST ACCIDENT TO EMPLOYEES AND THE PUBLIC**

While performing services for the City of Plano, Contractor shall at all times exercise reasonable precautions for the safety of employees and others and shall comply with all applicable provisions of Federal, State, and Municipal safety laws. The safety precautions actually taken and the adequacy thereof shall be the sole responsibility of the Contractor. Contractor shall indemnify City for any and all losses arising out of or related to a breach of this duty by Contractor pursuant to paragraph **VII. INDEMNIFICATION** and paragraph **VIII. COMPLIANCE WITH APPLICABLE LAWS** set forth herein.

**VI.  
LOSSES FROM NATURAL CAUSES**

Unless otherwise specified, all loss or damage to Contractor arising out of the nature of the work to be done, or from the action of the elements, or from any unforeseen circumstances in the prosecution of the same, or from unusual obstructions or difficulties which may be

encountered in the prosecution of the work, shall be sustained and borne by the Contractor at Contractor's own cost and expense.

**VII.  
INDEMNIFICATION**

THE CONTRACTOR AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM OR VIOLATIONS FOR WHICH RECOVERY OF DAMAGES, FINES, OR PENALTIES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY CONTRACTOR'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS CONTRACT, VIOLATIONS OF LAW, OR BY ANY NEGLIGENT, GROSSLY NEGLIGENT, INTENTIONAL, OR STRICTLY LIABLE ACT OR OMISSION OF THE CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, SUBCONTRACTORS, OR SUB-SUBCONTRACTORS AND THEIR RESPECTIVE OFFICERS, AGENTS, OR REPRESENTATIVES, OR ANY OTHER PERSONS OR ENTITIES FOR WHICH THE CONTRACTOR IS LEGALLY RESPONSIBLE IN THE PERFORMANCE OF THIS CONTRACT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF THE CITY, AND ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS. THE CITY DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO IT UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

CONTRACTOR AT ITS OWN EXPENSE IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF CONTRACTOR'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. CONTRACTOR SHALL RETAIN DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF CONTRACTOR FAILS TO RETAIN COUNSEL WITHIN THE REQUIRED TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF AND CONTRACTOR SHALL BE LIABLE FOR ALL COSTS INCURRED BY THE CITY.

**VIII.  
COMPLIANCE WITH APPLICABLE LAWS**

Contractor shall at all times observe and comply with all Federal, State and local laws, ordinances and regulations including all amendments and revisions thereto, which in any

manner affect Contractor or the work, and shall indemnify and save harmless City against any claim related to or arising from the violation of any such laws, ordinances and regulations whether by Contractor, its employees, officers, agents, subcontractors, or representatives. If Contractor observes that the work is at variance therewith, Contractor shall promptly notify City in writing.

**IX.  
VENUE**

The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Contract. The parties agree that this Contract is performable in Collin County, Texas, and that exclusive venue shall lie in Collin County, Texas.

**X.  
ASSIGNMENT AND SUBLETTING**

Contractor agrees to retain control and to give full attention to the fulfillment of this Contract, that this Contract shall not be assigned or sublet without the prior written consent of City, and that no part or feature of the work will be sublet to anyone objectionable to City. Contractor further agrees that the subletting of any portion or feature of the work, or materials required in the performance of this Contract, shall not relieve Contractor from its full obligations to City as provided by this Contract.

**XI.  
INDEPENDENT CONTRACTOR**

Contractor covenants and agrees that Contractor is an independent contractor and not an officer, agent, servant or employee of City; that Contractor shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondeat superior shall not apply as between City and Contractor, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Contractor or Contractor's agents or employees.

Contractor represents that it has or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City, nor shall such personnel be entitled to any benefits of the City including, but not limited to, pension, health and/or workers' compensation benefits. The City shall not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing services hereunder.

**XII.**  
**INSURANCE AND CERTIFICATES OF INSURANCE**

Contractor shall procure and maintain for the duration of the contract insurance coverage as set forth in the Insurance Requirements marked **Exhibit "C"** attached hereto and incorporated herein by reference. Contractor shall provide a signed insurance certificate verifying that they have obtained the required insurance coverage prior to the effective date of this Contract.

**XIII.**  
**AFFIDAVIT OF NO PROHIBITED INTEREST**

Contractor acknowledges and represents Contractor is aware of all applicable laws, City Charter, and City Code of Conduct regarding prohibited interests and that the existence of a prohibited interest at any time will render the Contract voidable. Contractor has executed the Affidavit of No Prohibited Interest, attached and incorporated herein as **Exhibit "D."**

**XIV.**  
**SEVERABILITY**

The provisions of this Contract are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Contract is for any reason held to be contrary to the law or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of the Contract. However, upon the occurrence of such event, either party may terminate this Contract by giving the other party thirty (30) days written notice.

**XV.**  
**TERMINATION**

City may, at its option, with or without cause, and without penalty or prejudice to any other remedy it may be entitled to at law, or in equity or otherwise under this Contract, terminate further work under this contract, in whole or in part by giving at least thirty (30) days prior written notice thereof to Contractor with the understanding that all services being terminated shall cease upon the date such notice is received.

**XVI.**  
**ENTIRE AGREEMENT**

This Contract and its attachments embody the entire agreement between the parties and may only be modified in writing if executed by both parties.

**XVII.**  
**AUTHORITY TO SIGN**

The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto.

**XVIII.  
CONTRACT INTERPRETATION**

Although this Contract is drafted by City, should any part be in dispute, the parties agree that the Contract shall not be construed more favorably for either party.

**XIX.  
SUCCESSORS AND ASSIGNS**

This Contract shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns.

**XX.  
HEADINGS**

The headings of this Contract are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

**IN WITNESS WHEREOF**, the parties have executed this Contract by signing below.

**ALLEGIANCE SECURITY GROUP, LLC**

By: David W. Muehlebeck  
Name: DAVID W. MUEHLEBECK  
Title: BRANCH MANAGER

Date: 11-16-2010

**CITY OF PLANO, TEXAS**

By: Thomas H. Muehlebeck  
Thomas H. Muehlebeck  
CITY MANAGER

Date: 11/22/10

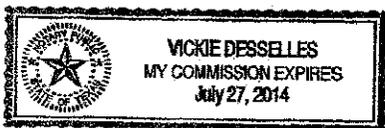
APPROVED AS TO FORM

Diane C. Wetherbee  
Diane C. Wetherbee, CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §  
COUNTY OF Tarrant §

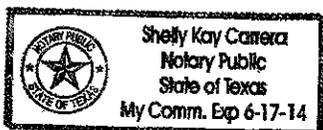
This instrument was acknowledged before me on the 18<sup>th</sup> day of November, 20 10 by DANIEL W. MAYBERRY (Authorized representative) Branch Manager (Title) of ALLEGIANCE SECURITY GROUP, LLC, a Delaware limited liability company, on behalf of said limited liability company.



Vickie Desselles  
Notary Public, State of Texas

STATE OF TEXAS §  
COUNTY OF Collin §

This instrument was acknowledged before me on the 22 day of November, 20 10 by THOMAS H. MUEHLENBECK, City Manager of the CITY OF PLANO, TEXAS, a home-rule municipal corporation, on behalf of said corporation.



Shelly Kay Camera  
Notary Public, State of Texas



**ENDORSEMENT # 031**

This endorsement, effective 12:01 AM 09/01/2012

Forms part of policy no.: 059332010

Issued to: UNIVERSAL SERVICES OF AMERICA, INC.

By: LEXINGTON INSURANCE COMPANY

**ADDITIONAL INSURED REQUIRED BY WRITTEN CONTRACT ENDORSEMENT**

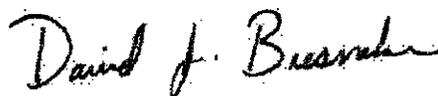
This endorsement modifies insurance provided under the following:

**GUARDSECURE® SECURITY GUARD GENERAL AND PROFESSIONAL LIABILITY INSURANCE**

- A. Section II – Who Is An Insured** is amended to include any person or organization you are required to include as an additional insured on this policy by a written contract or written agreement in effect during this policy period and executed prior to the "bodily injury", "property damage" "professional liability" or "wrongful act".
- B. The insurance provided to the above described additional insured under this endorsement is limited as follows:**
- 1. COVERAGE A BODILY INJURY, PROPERTY DAMAGE AND PROFESSIONAL LIABILITY (SECTION I – COVERAGES) only.**
  - 2. The person or organization is only an additional insured with respect to liability arising out of "your work" or your "professional services".**
  - 3. In the event that the Limits of Insurance provided by this policy exceed the Limits of Insurance required by the written contract or written agreement, the insurance provided by this endorsement shall be limited to the Limits of Insurance required by the written contract or written agreement. This endorsement shall not increase the Limits of Insurance shown in the Declarations pertaining to the coverage provided herein.**
  - 4. This insurance does not apply to "bodily injury", "property damage" or "professional liability" arising out of:**
    - a. "Your work" or your "professional services" unless you are required to provide such coverage by written contract or written agreement and then only for the period of time required by the written contract or written agreement and in no event beyond the expiration date of the policy; or**
    - b. The sole negligence of the additional insured for its own acts or omissions or those of its employees or anyone else acting on its behalf.**
  - 5. This insurance shall be primary and non-contributory with any other insurance issued to the additional insured.**

C. In accordance with the terms and conditions of the policy and as more fully explained in the policy, as soon as practicable, each additional insured must give us prompt notice of any "occurrence" or "wrongful act" which may result in a claim, forward all legal papers to us, cooperate in the defense of any actions, and otherwise comply with all of the policy's terms and conditions. Failure to comply with this provision may, at our option, result in the claim or "suit" being denied.

All other terms and conditions of the policy remain the same.



\_\_\_\_\_  
Authorized Representative OR  
Countersignature (In states where applicable)

