



PROFESSIONAL SERVICES CONTRACT

This CONTRACT made and entered into this 19th day of March, 2019 by and between the **City of Grand Junction, Colorado**, a government entity in the County of Mesa, State of Colorado, hereinafter referred to as the "City" and **Citadel Security USA** hereinafter referred to as the "Contractor".

The Contractor shall perform the work set forth and generally described by this Contract as **Uniformed Security ("Security Personnel") and Lockup Services ("Services") for Grand Junction Parks and Recreation Department.**

Contract Administrator for the City is Ron Felt address 1340 Gunnison Avenue, Grand Junction, CO 81501.

Contract Administrator for the Contractor is Brent Jagger address 304 North Avenue Unit 2A, Grand Junction, CO 81501.

The term of this Contract shall be from **April 1, 2019 to December 31, 2019.**

SERVICES:

Contractor will furnish City with Security Personnel and render Services at such locations, dates and times and during such hours as set forth in writing and as mutually agreed in writing by Contractor and City. Notwithstanding recommendations for security coverage by Contractor, the hours of coverage are solely determined by City and City assumes responsibility for the decision.

RATES:

City agrees to pay Contractor in accordance with Exhibit A, attached hereto and incorporated by this reference as if fully set forth. Contractor certifies that no Federal, State, County or Municipal tax will be added to contract prices.

INVOICES:

Invoices are payable upon receipt of invoice, at the Contractor's address specified on the invoice. City must notify Contractor within ten days from the invoice date, setting forth any billing dispute, otherwise all billing disputes and Contractor defenses will be deemed waived. City agrees to pay a late charge of 1.5% or the legal maximum interest per month of the invoice date for invoices that are not paid, if not reasonably in dispute, within 45 days of invoice date. City agrees to pay reasonable attorney and all collection fees and expenses which may be incurred by Contractor in the collection of unpaid invoices or any part thereof not reasonably disputed by the City.

EMPLOYEES:

Security Personnel are employees of Contractor and Contractor will pay all wages and all applicable Social Security taxes, unemployment taxes and any similar taxes.

INDEMNIFICATION:

Contractor shall defend, indemnify and save harmless the City and all its officers, employees, insurers, and self-insurance pool, from and against all liability, suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Contractor, or of any Contractor's agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Contractor shall pay any judgment with cost which may be obtained against the City growing out of such injury or damages.

SUPERVISION:

Contractor will be responsible for the direct supervision of all Security Personnel and their performance of Services through Contractor's designated representatives, who will be available at reasonable times to consult with City. Contractor will remove from service any and all Security Personnel who, in the City's reasonable opinion, are not qualified to perform the work assigned.

CONTRACT TERMINATION:

This contract shall remain in effect until any of the following occurs: (1) contract expires; (2) completion of services; or (3) for convenience terminated by either party with a written *Notice of Cancellation* stating therein the reasons for such cancellation and the effective date of cancellation at least thirty days past notification.

NON-WAIVER:

Failure of Contractor to enforce any of the provisions of this agreement, or any of its rights with respect thereto, or to exercise any election herein provided, shall in no way be considered a waiver of such provisions, rights or elections of in any way affect the validity of this agreement. The City's acceptance or approval of any work furnished hereunder shall not in any way relieve the Contractor of its responsibility to maintain the high quality, integrity and timeliness of its work. The City's approval or acceptance of, or payment for, any services shall not be construed as a future waiver of any rights under this Contract, or of any cause of action arising out of performance under this Contract

CONTRACT AGREEMENT:

This contract agreement and any negotiations, when properly accepted by the City, shall constitute a contract equally binding between the City and Contractor. The contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. The contract may be amended or modified with Change or Amendment specifically agreed upon by Contractor and City.

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 this request and any agreement must be made in writing by the City.

PUBLIC FUNDS/NON-APPROPRIATION OF FUNDS:

Funds for payment have been provided through the City's budget approved by the City Council for the stated term only. Colorado law prohibits the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, work that may arise past the end of the stated City's fiscal year shall be subject to budget approval. Any contract will be subject to and must contain a governmental non-appropriation of funds clause.

NOTICE:

All notices to be given by either party, shall be in writing and shall be sufficiently given or made by electronic mail (e-mail) or by US Postal Service mailing by registered or certified mail with postage prepaid, addressed to the other party at the addresses set forth herein or at such other address as the other party may designate by notice given hereunder.


EQUAL OPPORTUNITY EMPLOYER:

Both parties hereby agree to comply with the provisions set forth in paragraph 1 through 7 of section 202 of Executive Order 11246 and all similar orders, rules, registrations and laws prohibiting discrimination in employment, and further agrees that it will not discriminate on the basis of race, creed, sex, age, veteran, or handicapped status.

IMMIGRATION REFORM AND CONTROL ACT AND IMMIGRATION COMPLIANCE:

Both parties certify that they do not and will not during the performance of the contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986 and/or the immigration compliance requirements of State of Colorado C.R.S. § 8-17.5-101, *et. seq.*

CITY OF GRAND JUNCTION/MESA COUNTY, COLORADO

By: 
Title: Greg Caton, City Manager

3/19/2019
Date

CITADEL SECURITY USA

By: 
Title:

Date



Pricing Sheet

Pricing	
<ul style="list-style-type: none"> - Event Security and Alcohol Control - Exterior Security Patrols - Monitor for sleeping individuals - Monitor Restrooms for vandalism - Armed Security as requested 	<ul style="list-style-type: none"> - Deter vandalism and crimes - Monitor and watch for theft - Report violations - Professional Uniforms - Park Restroom lockups
Service Provided	Hourly Rate
Scheduled Unarmed Guard	\$22.00/Hourly
Unarmed Holiday	\$27.30/Hourly
Scheduled Armed Guard	\$23.55/Hourly
Scheduled Armed Guard Holiday	\$30.55/Hourly
*Park Lockup billed at 2 hours winter season and 4 hours during summer season. Seasons determined by GJ Park and Rec personnel	

Citadel *BJ* Client _____