

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



324

FROM: Sheriff-Coroner-PA

SUBMITTAL DATE:
June 4, 2015

SUBJECT: Approve and Execute the Agreement with Guardsmark LLC for Security Guard Services for Superior Courts in Riverside County, Other than Low Bid, for ~~Ten~~ years. All Districts. [\$20,000,000 – over 10 years and 100% State Funded], 2002 SB1396 Trial Court Funding 100%

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and execute the agreement with Guardsmark, LLC, for security guard services for the Superior Courts, other than low bid, for a total aggregate amount of \$10,000,000 over five years, with the option to renew for an additional five years, renewable in one year increments; and,
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding, to sign amendments that do not change the substantive terms of the agreement, including amendments to the compensation provision that do not exceed the annual CPI rates, as approved by County Counsel.

BACKGROUND:

Summary

(Continued on page 2)

Stan Sniff
Stan Sniff
Sheriff-Coroner-PA

Will Taylor, Dir. of Administration

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 2,000,000	\$ 2,000,000	\$ 20,000,000	\$ 2,000,000	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	
SOURCE OF FUNDS: 2002 SB1396 Trial Court Funding 100%				Budget Adjustment: No	
				For Fiscal Year: 15/16 – 24/25	

C.E.O. RECOMMENDATION:

APPROVE

County Executive Office Signature

BY: *Elizabeth J. Olson*
Elizabeth J. Olson

MINUTES OF THE BOARD OF SUPERVISORS

FORM APPROVED COUNTY COUNSEL
DATE 6/16/15
BY: GREGORY P. PRIAMOS

Departmental Concurrence

Purchasing & Fleet Services: *Teresa Summers*
Teresa Summers, Assistant Director

- A-30
- 4/5 Vote
- Positions Added
- Change Order

3-59

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Approve and Execute the Agreement with Guardsmark LLC for Security Guard Services
for Superior Courts in Riverside County, Other than Low Bid, for Ten years. All Districts.
[\$20,000,000 – over 10 years and 100% State Funded], 2002 SB1396 Trial Court Funding 100%
DATE: June 4, 2015
PAGE: 2 of 3 (BR 15-077)**

BACKGROUND:

Summary (continued)

The Superior Court of California contracts with the Riverside County Sheriff's Department to provide security service countywide at all sixteen (16) court locations. The Sheriff's Department provides entry security through a contracted vendor that includes the use of magnetometers, x-ray machines, handheld wands, and individual searches of private belongings.

Private security guard services must be continually supplied without interruption due to the potential for violence, injuries, and the illicit passing of weapons and dangerous contraband at the various entry screening stations at the Superior Courts of Riverside County. Due to the nature of this service at locations that can present hostile situations, the scope of work detailed the following required criteria: guards' duties and responsibilities, guard services, screening and documentation, supervision duties, uniform condition, and operation/training processes and procedures. The committee members evaluated all vendors on their technical experience, ready resources, and capacities to provide guard services to the Superior Court.

Impact on Residents and Businesses

Each facility must provide a safe and secure environment for the employees and public, as well as protection of the buildings and their contents. Additionally, the facilities must be guarded against theft, pilferage, and vandalism on the premises.

Contract History and Price Reasonableness

County Purchasing issued RFP #SHARC-239, and the notification was sent to 89 companies, and advertised on the County internet and publicpurchase.com. Through this competitive bid process, fourteen (14) bids were received and the proposed hourly rate for regular guard service ranged from \$14.12 to \$21.39 and the hourly rate for supervisors ranged from \$14.12 to \$24.43.

The proposals were reviewed by an evaluation team consisting of personnel from Purchasing and the Sheriff's Department. The evaluation team reviewed and scored each proposal based on the bidder's overall responsiveness to the RFP's technical requirements covering the scope of service, qualified personnel and resources, and overall cost.

Although the incumbent Guardsmark was not the lowest bid, contracting with another vendor could cause a lapse or degeneration of service. Selecting a new vendor would increase training costs and requiring Sheriff's deputies to train a new security staff in court procedures and the safe utilization of supporting technologies (specifically magnetometers and x-ray scanners). This transition could minimally take several months to accomplish, due in part to difficulties posed by the Superior Court's enactment in late 2014 of a complex procedure for expedited screening of private attorneys at the courthouses. The rigors inherent in training and acclimating newly assigned security staff to these and other duties would significantly impact court operations and detract critically from the security of court facilities.

Guardsmark is proposing an hourly rate of \$16.54 for both regular and supervisory employees, which is less than their current rate of \$17.00 for both employee types. Although there would be an expected annual cost saving of \$51,584 by awarding the contract to the lowest bidder, the Sheriff Department foresees transition costs would exceed this amount when factoring in Sheriff's personnel time needed to train 55 new employees. The Sheriff's Department projects it would need to expend approximately \$687,342 on salaries and benefits to train 55 new employees and oversee the transition process over 120 days. Based on this cost analysis, Guardsmark was selected as the best value - providing the greatest overall benefit in response to the service requirements.

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PAGE: 3 of 3 (BR 15-077)**

The contractor is responsible for all cost associated with conducting the required background investigation as described in the RFP, as well as maintaining updates and all necessary records of their employees. All records pertaining to the results of the background examination will be provided to the Sheriff's Department upon request.

The County is reimbursed all actual costs for the private security guard contract through 2002 SB 1396 Trial Court Funding, pursuant to California Rule of Court 10.810.

Previous agenda reference:

Agenda 3.48 approved on 12/16/08

Agenda 3-55 approved on 7/15/14 (6 month extension from July 2014-December 2014)

Agenda 3-16 approved on 1/27/15 (6 month extension from Jan 2015-June 2015)

Attachments:

Agreement with Guardsmark LLC.

PERSONAL SERVICE AGREEMENT

for

SECURITY GUARD SERVICE

between

COUNTY OF RIVERSIDE

and

GUARDSMARK, GP



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This Agreement, made and entered into this 1st day of July, 2015, by and between Guardsmark, GP, (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, consisting of six (6) pages at the prices stated in Exhibit B, Payment Provisions, consisting of one (1) page.

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1 This Agreement shall be effective from July 1, 2015 through June 30, 2020, with the option to renew for five (5) additional years, renewable in one year increments by written amendment and mutually agreed to by both parties, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed two million dollars (\$2,000,000) annually including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 No price increases will be permitted during the first year of this Agreement (If applicable). All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY on a prospective basis; provided, however, Contractor shall only be obligated to extend such lower prices for substantially similar services in substantially the same service location(s), quantities, scope of work and specifications. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR weekly, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

Riverside County Sheriff
Accounting & Finance Bureau
P.O. Box 512
Attn: Accounts Payable

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (SHARC-99045-001-06/16); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, she may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. Termination

5.1 COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 CONTRACTOR may terminate this Agreement without cause upon 180 days written notice served upon the COUNTY stating the intent and effective date of termination. CONTRACTOR will return funds to COUNTY on a pro-rata basis, if applicable. CONTRACTOR may terminate this Agreement upon 60 days written notice if the COUNTY defaults with the terms of this Agreement.

5.3 COUNTY may, upon five (5) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.4 After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.5 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

5.6 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.7 CONTRACTOR is not debarred from the System for Award Management (SAM). If the Agreement is federally or State funded, CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

5.8 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

6. Ownership/Use of Contract Materials and Products

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, reports or products may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

7. Conduct of Contractor

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the

CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

8. Inspection of Service; Quality Control/Assurance

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY may terminate this agreement. When the services to be performed are of such nature that the difference cannot be corrected; the COUNTY shall have the right to require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

9. Independent Contractor/Employment Eligibility

9.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that

an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

9.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

9.3 Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

9.4 CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

9.5 CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

9.6 CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

10. Subcontract for Work or Services

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

11. Disputes

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

13. Use By Other Political Entities

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity in Riverside County; provided, however, Contractor shall only be obligated to extend such pricing, terms and conditions for substantially similar services in substantially the same service location(s), quantities, scope of work and specifications. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

14. Non-Discrimination

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

15. Records and Documents

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

16. Confidentiality

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

17. Administration/Contract Liaison

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

County of Riverside Purchasing
2980 Washington Street
Riverside, CA 92504
Attn: Rick Hai

CONTRACTOR

Guardsmark, GP
8577 Haven Ave., Ste. 301
Rancho Cucamonga, CA 91730-4850
Attn: Managing Director

With a copy to:
Guardsmark, LLC
22 South Second Street
Memphis, TN 38103
Attn: General Counsel

19. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification

21.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CONTRACTOR shall defend, at its sole expense, all costs, and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

21.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S indemnification to Indemnitees as set forth herein.

21.3 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

21.4 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

22. Insurance

22.1 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

A. Workers' Compensation:

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a

general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

D. Professional Liability:

Contractor shall maintain Professional Liability Insurance providing coverage for the Contractor's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Contractor's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

E. General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or

reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

23. General

23.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

23.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any

terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

23.3 In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

23.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

23.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

23.6 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

23.7 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

23.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

23.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

23.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

23.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

23.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

COUNTY:

CONTRACTOR: **GUARDSMARK, LLC**

Signature: _____

Signature: _____

Print Name: Marion Ashley

Print Name: Ira A. Lipman

Title: Chairman, Board of Supervisors

Title: President

Dated: _____

Dated: _____

4/13/15

FORM APPROVED COUNTY COUNSEL

BY: NEAL R. KIPNIS

DATE

APPROVED

For Execution

By: _____

By: _____

By: _____

By: _____

EXHIBIT A
SCOPE OF SERVICE

1. **CONTRACTOR's Guards Duties and Responsibilities** - The responsibilities and duties of the security guards may include but are not limited to:
 - a. Security personnel are required to be properly trained according State standards in the operation of X-ray screening equipment. Security personnel must operate and enforce system of personnel identification and package inspection, and maintain control of pedestrian traffic flow and access to the facility.
 - b. Security personnel are expected to follow all policies pertaining to operation and scanning of staff and visitors when going through the metal detector. Security guards shall enforce a restrictive admittance policy allowing only Riverside County employees with the proper identification badge, escorted guests, and law enforcement, in accordance with security procedures and as identified by the Riverside County Sheriff's Department (RCSD) supervisor. Advise the RCSD supervisor of contractors seeking to perform services and/or making deliveries.
 - c. Security personnel must lawfully prevent unauthorized access and secure areas within the assigned facility, support and comply with policies, rules, and regulations, as well as, make appropriate notification of possible violations, observe and report safety hazards as required by established procedures, detain and notify RCSD personnel of persons attempting to gain unauthorized access to the property, be cooperative with authorized emergency personnel, by providing assistance, while not interfering in the performance of their duties.
 - d. Security personnel must prepare and submit required reports on accidents, fires, bomb threats, unusual incidents, activity logs, and unlawful acts to Sheriff's Department, respond to emergency situations as required by established procedures and with a sense of urgency while maintaining open communication flow with management staff, perform procedures for lost and found articles as prescribed, and perform additional duties unique to specific posts as required by facility managers.
 - e. Security personnel shall patrol the facilities on foot, checking all interior and exterior doors each 30-minutes or according to established guidelines. Logs must be presented to the RCSD facility supervisor or designee as requested.
 - f. Security personnel shall monitor the surveillance monitor, located in the security post area, for any unusual or suspicious behavior and investigate as necessary.
 - g. Each guard assigned to work with the Riverside County Sheriff's Department will be provided with a copy of the standard operating procedures that pertain to the performance of security and will be expected to abide by all policies and procedures contained herein.

2. **CONTRACTOR Security Services Requirement:**
 - a. The COUNTY desires a favorable image and considers it to be a major asset of a security service. CONTRACTOR's employees' appearance, attitude, courtesy, and job knowledge are essential to creating a favorable image. No smoking, reading unauthorized material, eating, or grooming shall be permitted while officers are in public view. No personal phone calls will be permitted, except in an emergency.
 - b. Security guards shall have normal concern for their own physical safety and shall take reasonable precautions not to place themselves in situations, which would encourage violence or abuse against them or other persons in the area.
 - c. Security guard must possess and exercise strong personal interactive skills in dealing with the public, and shall use excellent discretion in dealing with situations that do not readily fall into specific categories.

- d. All assigned security guards will carry and be fully trained in the use of portable communications units (radio) and maintain the ability to readily communicate with the assigned County Staff, and with other agencies, such as fire, the RCSD, and ambulances at all times during the working hours. The Riverside County Sheriff's Department-Court Services will provide the security guard, each day, a portable communications device.
- e. The Sheriff's Department will only provide radios to the assigned personnel. It will be the CONTRACTOR's responsibility to provide cell phones, or any other sufficient mean to communicate with their employees during the hours of operation.
- f. CONTRACTOR must be licensed by the State of California in order to perform Services as required at the 16 locations.
- g. CONTRACTOR shall investigate background and references of each security guard that would be assigned to the County and confirm each guard's past record of honest and law abiding behavior. Advise County of the results of these investigations as they relate to security guards that are or could be assigned to the County.
- h. Quality and experience of the security guards and the service provided will be a critical element of the contract. All unarmed security guards shall meet the requirements (possession of a current guard registration permit) of the California State Department of Consumer Affairs, Bureau of Collections, and Investigations. Membership in the American Society for industrial security will be considered desirable.
- i. Selected security guards shall be adequately trained and experienced, and in addition, must be trained in basic first-aid, the use of all-purpose fire extinguishers, drug/narcotics identification, bomb threat situations, and be specifically trained for each piece of security equipment carried.
- j. CONTRACTOR shall, at the CONTRACTOR's expense, have all assigned guards complete an established company's training program, and shall make evidence of such training available upon request of the County Sheriff Department-Court Services.
- k. It is required that CONTRACTOR staffs this assignment with the same personnel on a continual basis until such time the Sheriff Department and Court Services determine otherwise.
- l. It is required that the security supervisor perform on-site visits of each security guard on duty, as a minimum, once per week per shift.
- m. It shall be the responsibility of the CONTRACTOR to perform a physical inspection of the facility with the site manager to prepare a vulnerability assessment of the complex and to coordinate a written set of instructions for security guards at each duty post. The CONTRACTOR shall work with Sheriff and Court staff to develop a partnership in security and to give feedback on security issues.
- n. CONTRACTOR shall, at the CONTRACTOR's expense, conduct unannounced drug screening of security officers assigned to each facility.
- o. CONTRACTOR shall provide required services at all locations listed without using subcontractors. The COUNTY prohibits the use of arrest powers by security personnel; security personnel powers of arrest are no greater than that of a private citizen. CONTRACTOR shall assume full liability for any of their employees in the exercising of any police authority. When necessary, the proper police authority shall be summoned. Security personnel shall use reasonable force only unless absolutely necessary for self-defense. Security personnel shall always be cooperative with authorized emergency personnel, by providing assistance, while not interfering in the performance of their duties.
- p. CONTRACTOR shall complete thorough background checks on all security guards sent to assigned facilities. This background check procedure must be completed before assignment to a County location.
- q. Upon request, CONTRACTOR must supply on each guard assigned, the following:

- i. Full legal name, and any aliases;
- ii. Date of birth;
- iii. California driver's license number;
- iv. Current address and telephone number (residence);
- v. One current color photograph (at least 2" X 3" full face front, head and shoulders only)
- vi. Copy of permanent (**not temporary**) Individual State Guard License.
- vii. Copy of CPR/first Aid Training Card;
- viii. All employee health requirements as mandated by CAL-OSHA

3. **CONTRACTOR Security Guard Screening Requirement:** CONTRACTOR shall be responsible for all cost associated with conducting the required background investigation, as well as maintain updates and all necessary records of their employees. All record pertaining to the results of the examinations shall be provided to the Sheriff's Department upon request before the award of the contract. Only security personnel who have all the required document and have cleared the security clearance check will be allowed to their assigned location.
- a. Required Documents-History of all past must include:
 - i. Bonding
 - ii. Fingerprints (Live Scan fingerprinting process will be handled by the Sheriff's Department)
 - iii. Drug test result(s)/medical history questionnaire
 - iv. Polygraph (Required)
 - v. Security clearance
 - vi. Credit check
 - vii. Prior employment discharge
 - viii. Policy record
 - ix. Specialized schooling/education history
 - x. Subversive activities
 - b. Ten (10) year residential history
 - i. Neighborhood references – Minimum of (3) people who live in the immediate area who are not related to the subject must be individually contacted verifying term of residency, applicant's general character and suitability for a position of trust.
 - c. Ten (10) year employment history – All employers must be contacted verifying employment records and eligibility for rehire. All employment verified and unemployment period verified with notarized statement.
 - d. Character references - Reference must be individually contacted verifying characters and suitability for a position of trust.
 - e. Police record check -Verify applicant has never been convicted of a felony, or a misdemeanor involving moral turpitude.
 - f. Military history with honorable discharge verified by Form DD 214
 - g. Polygraph test requirements: Two (2) types of polygraph testing will be used for all security guards to the maximum extent permitted by the law.
 - i. Pre-employment polygraph testing involving questions designed to verify information on the employment applications and ensure that the applicant's background is acceptable.
 - ii. Specific polygraph testing shall be used when a problem has occurred and a security guard may be involved. The questions shall be directed toward the security guard's involvement in or knowledge of the incident.

4. **Schedule:** To commence this service, Riverside County Sheriff’s Department – Court Services have determined the need for:
- a. Any and all shifts as necessary for the security of the listed facilities. At most facilities this is a single shift, 5-day a week 7:00 AM to 5:00 PM assignment, with no regularly assigned overtime (guard assignments will be staggered to cover the full day). Some locations may start at 7:30 AM. Verify start time with location supervisor.
 - b. RCSD – Court Services needs to be consulted prior to when a permanent security guard employee is moved or reassigned by the security firm.
 - c. Security guard staff shortages of more than one day during the work week, at any particular location, will require a RCSD – Court Services deputy to fill in for the vacancy and a corresponding charge back to the awarded Security firm for that deputy’s time.
 - d. It is extremely important that the Court knows the whereabouts of the on-duty supervisor. Therefore, the Court locations not requiring an on-site supervisor will require the daily notification to each locations Court Services supervisor, the name and cell phone number of the on-duty Security firms guard “supervisor” and work schedule.
 - e. Should there be a change in the County’s requirements for security services; CONTRACTOR shall adjust the number of personnel when required. The COUNTY will endeavor to give CONTRACTOR at least a 24-hour written or verbal notice whenever there is to be an increase or decrease in personnel. Any change in personnel shall not affect the proposed man-hour rate to be paid for the service provided.
 - f. CONTRACTOR shall obtain from the designated facility, Court Services supervisors, a written authorization for clearance to work at the specified locations listed for all security personnel at least 24 hours before they are initially assigned (or a later change in assignment of regular personnel). The Riverside County Sheriff’s Department – Court Services will require the right to review the credentials of each assigned security specialist prior to approving them, as well as request for replacement of individuals that do not operate within the job specification.

5. **Locations:** A total of 55 unarmed security guards will be required at following addresses:

No. of Guards	Locations
10*	Hall of Justice, 4100 Main Street, Riverside 92501
5	Family Law, 4175 Main Street, Riverside 92501
6	Historic Courthouse, 4050 Main Street, Riverside 92501
2	Juvenile Court, 9991 County Farm Road, Riverside 92503
1	Self-Help Center, 3989 Lemon Street, 2 nd floor, Riverside CA 92501
2	County Administration Center, 4080 Lemon Street, Riverside 92501
4	Moreno Valley Court, 13800 Heacock Street, Bldg D# 201, MV 92553
1	Corona Branch, 505 South Buena Vista Ave., Corona 91720
3	Hemet Branch, 880 North State Street, Hemet 92543
7	Southwest Justice Center, 30755-D Auld Road, Murrieta 92563
2	Temecula Branch, 41002 County Center Drive #100, Temecula 92591
2	Palm Springs Branch, 3255 East Tahquitz Canyon Way, Palm Springs 92262
5**	Larson Center-Indio Branch, 46-200 Oasis Street, Indio 92201
2	Juvenile Hall, 47-671 Oasis Street, Indio 92201
2	Banning Court, 135 N. Alessandro Road, Banning 92220

1	Blythe Branch, 265 North Broadway, Blythe 92225
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*Eight (9) Guards and One (1) Supervisor Daily, Monday through Friday

**Five (4) Guards and One (1) Supervisor Daily, Monday through Friday

PLEASE NOTE: This list is non-inclusive, and locations may be added or removed in any or all of the service areas throughout the term of the contract.

6. **CONTRACTOR Supervision:** A full-time supervisor will be required at each of two locations: the Riverside Hall of Justice and the Indio Larson Center. The remaining locations will require the CONTRACTOR to provide for a supervisor that will perform on-site visits of each security guard on duty, at a minimum, once per week per shift. Court locations not requiring an on-site supervisor will require the daily notification to that locations Court Services supervisor, the name and cell phone number of the on-duty Security firm's guard's supervisor and daily schedule.
- a. Operation Instructions and Special Orders: A thorough written review of all operational and emergency procedures shall be compiled by a security professional and custom designed for each individual post. These instructions shall be reviewed and updated continually.
 - b. Reporting procedures shall include:
 - i. Daily reports from each security guard containing all checkpoints concerning security and safety;
 - ii. A special unusual incident report shall be filed in the event of uncommon occurrences;
 - iii. Weekly time record; and
 - iv. Operation outline.

7. **CONTRACTOR Uniform:** CONTRACTOR must supply guard with uniform. Security guard's personal appearance must be exemplary. Security guards will be expected to keep their clothing neat, clean, and well pressed at all times. Uniforms shall not be faded, nor shall they have rips, tears, be in need of repair (including missing buttons), or be excessively tight or baggy. The CONTRACTOR shall make every effort to replace worn or damaged guard uniforms on a timely basis, so that the image of the CONTRACTOR and the COUNTY is not questioned. Security personnel shall be outfitted in attractive uniforms appropriate to the type of assignment that they are working. CONTRACTOR logo must be identified on the uniform.

a. Paramilitary design:

1. Shirt with logo patch
2. Tie
3. Coordinated trousers
4. Coordinated belt
5. Cap with metal badge
6. Uniform coat
7. Security officer badge

b. Blazer design:

1. Shirt with logo patch
2. Tie
3. Coordinated dress slacks
4. Coordinated dress belt
5. Two-button blazer
6. Security officer badge

8. **Training:** CONTRACTOR shall, at the CONTRACTOR's expense, have all assigned guards complete an established company's training program, and shall make evidence of such training available upon request of the County. Training programs must be designed, administered and monitored for effectiveness. Initial training program shall be available for review at the Sheriff's Departments discretion.

- a. Training must cover:

- i. Personnel assigned to the Sheriff's Department will be required to adhere to a minimum of 4 hours of introductory training in the operation of the X-ray unit. Training will consist of DVD-based training prescribed by the manufacturer, followed by hands-on instruction. Any personnel who fail to be proficient in operating the equipment will be prohibited from serving at Court facilities.
 - ii. Powers of arrest and right to restrain;
 - iii. Fire protection and how to react in the event of fire;
 - iv. Occupational hazards to maintain safety for employees;
 - v. Proper report writing
 - vi. Safe patrolling
 - vii. Universal precautions for preventing infectious disease.
 - viii. Workplace violence training
 - b. Initial assignment training must include a minimum of four (4) to eight (8) hours training on each new assignment with supervisory personnel in attendance.
 - c. Selected firm must establish mandatory and continuous-in-service training programs provided to security guards.
 - d. Training resources must include:
 - i. A training packet containing vital, specific security guidelines provided to all personnel;
 - ii. All security guards shall be provided a comprehensive book on the company's General Orders, Regulations and Instructions, plus a ready reference on life and property protection.
 - e. Training verification must be documented results of all training in the employee's personnel file.
 - f. Please include a sample training material/curriculum for Powers of Arrest and Right to Restrain.
 - g. In an event of an emergency such as a bomb threat, please provide a narrative of your company's action plan and how your employees would handle the situation. Please provide a sample of your incident report to include the incident that was reported.
9. The County may inquire into and examine a contract employee applicant's performance, experience, conduct, character, judgment, stability, discretion, integrity, responsibility, and candor in determining his/her trustworthiness; for contract employment with the County on this contract. In making this determination, the County may investigate and consider any matter that would reasonably subject the prospective contract employee to coercion; but no inference concerning susceptibility to coercion may be raised solely on the basis of race, color, religion, sex, national origin, disability, or sexual orientation. Sexual orientation is not germane to a person's security eligibility. Conduct or behavior becomes germane to the adjudication of a background investigation when it offers the potential for undue influence, coercion, or exploitation that may cause the individual to act in a manner inconsistent with the County policy.
10. In the event the COUNTY or the CONTRACTOR has reasonable cause to believe that a prospective contract employee falls under any of the disqualification factors listed above, the prospective contract employee must be removed from consideration for performance under this contract.

**EXHIBIT B
PAYMENT PROVISIONS**

The COUNTY agrees to pay CONTRACTOR fees at the following all inclusive hourly rates:

CONTRACTOR	Guardsmark, LLC
Description	All Inclusive Hourly Rate
Regular Guard Hourly Rate	\$16.54
Supervisor Hourly Rate	\$16.54

In the event a change of law, regulation, administrative ruling, or collective bargaining agreement (“Legal Changes”), effects a change in wages, workers’ compensation insurance, major medical insurance, hours, or working conditions, which in turn increases Contractor’s costs of performing the service under this Contract, Contractor shall notify County in writing of the change in its costs and the parties shall in good faith negotiate a corresponding increase in Contractor’s rates to be paid by County. Contractor may also negotiate from time to time for an increase in its charges. If the parties are unable to agree on a rate increase, either party may terminate this Contract upon sixty (60) days’ prior notice. Such Legal Changes include, but are not limited to, subsequent legislation, amendments, bulletins, regulations, administrative rulings and Department of Health and Human Services interpretations of the Patient Protection and Affordable Care Act (“ACA”), and any further or subsequent federal or state legislative bills, amendments, regulations and administrative interpretations implementing, modifying, or interpreting requirements under the ACA, or any subsequent health care laws and regulations.