

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

137



FROM: Purchasing and Fleet Services Department

SUBMITTAL DATE:
December 3, 2015

SUBJECT: Approve and Execute the Agreements with CEED Security, World Private Security, Power Security Group, California Panther Security, Inc., High Quality Security, and General Security Service for Countywide Security Guard Services, for Four (4) Years. [All Districts]; [\$250,000 annually per contract]; [Not to Exceed \$8,750,000 Total Aggregate]; 100% Department Funds.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and execute the personal service agreements for unarmed security guard services for an annual amount not to exceed \$250,000 for each vendor for four years renewable annually for each of the following vendors:
 - a) California Panther Security, Inc.
 - b) Power Security, Inc.
 - c) High Quality Security
 - d) General Security Service, Inc.

(Continued)

Lisa Brandl

Lisa Brandl, Director
Purchasing & Fleet Services Dept.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 1,250,000	\$ 2,500,000	\$ 8,750,000	\$ 2,500,000	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 250,000	\$ 500,000	\$ 1,750,000	\$ 500,000	
SOURCE OF FUNDS: 100% Department Funds				Budget Adjustment: No	
				For Fiscal Year: 15/16 – 19/20	

C.E.O. RECOMMENDATION:

APPROVE

BY:

Ivan M. Chand
Ivan M. Chand 12/1/2015

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

FORM APPROVED COUNTY COUNSEL
BY: *Anita C. Willis*
DATE: 12-8-15

Departmental Concurrence

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

Prev. Agn. Ref.: 3-42 7/29/14, 3-15 9/15/15 | District: All | Agenda Number:

3-48

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Approve and Execute the Agreements with CEED Security, World Private Security, Power Security Group and California Panther Security, Inc., for Countywide Security Guard services for Four Years for the County of Riverside; [All Districts]; [\$2,500,000 annually]; [Not to Exceed \$8,750,000 Total Aggregate]; 100% Department Funds.**

DATE: December 3, 2015

PAGE: 2 of 3

RECOMMENDED MOTION: (Continued)

2. Approve and execute the personal service agreements for armed security guard services for an annual amount not to exceed \$250,000 for each vendor for four years, renewable annually for each of the following vendors:
 - a) CEED Security
 - b) World Private Security
 - c) California Panther Security, Inc.
 - d) Power Security, Inc.
 - e) High Quality Security
 - f) General Security Service, Inc.

3. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding to: (a) sign amendments that do not change the substantive terms of the agreement; (b) move the allocated funds among the vendors; and (c) sign amendments to the compensation provisions that do not exceed 20% annually, as approved by County Counsel.

BACKGROUND:

Summary (continued)

Security guards protect the safety of county personnel, the public, and county property by providing a visual presence throughout county buildings. In the event of an emergency, security guards provide an immediate response while law enforcement or medical services are summoned.

There are currently countywide awarded unarmed security service agreements in place with CEED Security and World Private Security. Recognizing the large geographical area of coverage and number of guards/hours currently required by the County, the Purchasing Department recommends entering into agreements with four additional contractors that participated in the bidding process and were next in line to receive the award. The following lowest responsive and responsible bidders are: California Panther Security, Inc., Power Security Group, High Quality Security, and General Security Service., Inc.

Additionally, as many of the security services provide for both unarmed and armed services, the Purchasing Department requested quotes from the six vendors and recommends moving forward with awarding armed services to CEED Security, World Private Security, California Panther Security Inc., Power Security, Inc., High Quality Security and General Security Service, Inc.

Impact on Residents and Businesses

The security guard services will provide a measure of safety to county personnel and Riverside County's constituents that require services at county facilities throughout the county.

SUPPLEMENTAL:

Additional Fiscal Information

For fiscal year 15/16 the average hourly rate departments are currently paying for the standard unarmed security guard service is \$12.93 and \$19.88 for armed services. Estimated Costs are based on the previous year's expenses as extracted from the county's financial system. Percentages may vary according to actual department usage. The percentage of the contract award is estimated as follows:

- General Fund: 20%
- Non-General Fund: 80%

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Approve and Execute the Agreements with CEED Security, World Private Security, Power Security Group and California Panther Security, Inc., for Countywide Security Guard services for Four Years for the County of Riverside; [All Districts]; [\$2,500,000 annually]; [Not to Exceed \$8,750,000 Total Aggregate]; 100% Department Funds.**

DATE: December 3, 2015

PAGE: 3 of 3

Contract History and Price Reasonableness

On July 29, 2014, the Board of Supervisors approved item 3-42 to award security guard contracts to An Extreme Security (Primary), Protection Force Private Security (Secondary), CEED Security Corporation (Tertiary), and World Private Security, Inc. (Quaternary). An Extreme Security and Protection Force Private Security have severed ties with the county which caused CEED Security Corporation to become the Primary contractor and World Private Security as the Secondary contractor. All contracts were approved for a period of performance of August 1, 2014 to July 31, 2015, with renewable options annually for up to four (4) additional years.

On September 15, 2015, the Board of Supervisor approved item 3-15 to amend the agreement with CEED Security and increased the contract amount from \$1,000,000 to \$1,629,360 and amended the agreement with World Private Security and increased the contract amount from \$600,000 to \$1,000,000.

The Purchasing Department recommends approval of the contracts for countywide security guard services due to increased demand by departments. If approved, contracts will be put in place with CEED Security, World Private Security, California Panther Security Inc., Power Security Inc., High Quality Security, and General Security Service Inc., for unarmed and armed services. These contracts will end conterminously along with the contracts approved in the previously approved item 3-42 on July 29, 2014.

Purchasing solicited a consolidated competitive bid (RFQ#PUARC-1355) for Guard Services. The RFQ notification was emailed to sixty companies and advertised on Purchasing's website. The County received fourteen bid responses with bids ranging in an hourly rate of \$10.47 to \$26.36; however, the lowest bidder withdrew their bid leaving a responsive and responsible bid range of \$11.32 to \$25.36. The quotes were reviewed and evaluated by County Purchasing and it was determined to recommend awarding to multiple contractors for the County to receive the highest level of service and responsiveness for the required services.

Recognizing the large geographical area of coverage and number of guards/hours currently required by the County, the Purchasing Department recommends entering into agreements with four additional contractors that participated in the bidding process and were next in line to receive the award. Each department that requires security guard services will contract directly with the vendor that can meet its geographical coverage and operational needs.

PERSONAL SERVICE AGREEMENT

for

RIVERSIDE COUNTY ARMED SECURITY GUARD SERVICES

between

COUNTY OF RIVERSIDE

and

CEED SECURITY CORPORATION



TABLE OF CONTENTS

<u>SECTION HEADING</u>	<u>PAGE NUMBER</u>
1. Description of Services.....	3
2. Period of Performance.....	3
3. Compensation.....	3
4. Alteration or Changes to the Agreement.....	4
5. Termination.....	5
6. Ownership/Use of Contract Materials and Products.....	6
7. Conduct of Contractor.....	6
8. Inspection of Service: Quality Control/Assurance.....	6
9. Independent Contractor.....	7
10. Subcontract for Work or Services.....	7
11. Disputes.....	7
12. Licensing and Permits.....	8
13. Use by Other Political Entities.....	8
14. Non-Discrimination.....	8
15. Records and Documents.....	9
16. Confidentiality.....	9
17. Administration/Contract Liaison.....	9
18. Notices.....	10
19. Force Majeure.....	10
20. EDD Reporting Requirements.....	10
21. Hold Harmless/Indemnification.....	10
22. Insurance.....	11
23. General.....	13
Exhibit A-Scope of Service.....	16
Exhibit B- Payment Provisions.....	22

This Agreement, made and entered into 15th day of December 2015, by and between CEED Security Corporation, (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, at the prices stated in Exhibit B, Payment Provisions.

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 December 15, 2015 through July 31, 2016, with the option to renew annually for three (3) additional years, unless terminated earlier. CONTRACTOR shall commence performance effective date of this Agreement 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. The estimated maximum payments by COUNTY to CONTRACTOR shall not exceed two hundred fifty thousand dollars (\$250,000) 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. All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. 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 (Guard Services) 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 within fifteen (15) days from the last day of each calendar month, 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 or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to each Department as stated on department's Purchase Order.

- 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 (RIVCO-99046-007-07/19); 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, he 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 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.

5.3 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.

5.4 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement and at the rates set forth in Exhibit B.

5.5 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.

5.6 If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). 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.

5.7 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 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 performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to

be performed or the products to be provided are of such nature that the difference cannot be corrected; the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. 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

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.

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. 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

Purchasing and Fleet Services
Attn: Rick Hai
2980 Washington Street
Riverside, CA 92504

CONTRACTOR

CEED Security corporation
Attn: Ed Ihenacho
12813 S. Avalon Blvd.
Los Angeles, CA 90061

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 the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

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 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 \$2,000,000 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. 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.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

CEED Security Corporation

Signature: _____

Signature:  _____

Print Name: Marion Ashley

Print Name: Ed Ihenacho

Title: Chairman, Board of Supervisors

Title: General Manager

Dated: _____

Dated: 12-8-2015

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: _____
Deputy

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By:  _____
Neal Kipnis,
Deputy County Counsel

EXHIBIT A
SCOPE OF SERVICE
ARMED SECURITY GUARD SERVICES

1.0 GENERAL INFORMATION

- 1.1 The County of Riverside (COUNTY) desires a favorable image and considers it to be a major asset of a security service. Contractor's employee appearance, attitude, courtesy, job knowledge, and training are influential in creating a favorable image. Security guards shall have normal concerns for their own physical safety and shall take reasonable precautions not to place themselves in situations that would encourage violence or abuse against themselves or other persons in the area.
- 1.2 The Contractor is required to enter into a Service Level Agreement (SLA) with each County End User prior to providing any Security Services for the End User. A SLA is a document executed by a County End User and the Contractor that details the work activities, deliverables, expectations, timelines, and financial consequences for non-performance that a Contractor shall provide to the End User. The Contractor shall receive a Purchase Order from each End User which shall include an SLA
- 1.3 End Users may have one or more SLA's depending on how their organization is structured. End User requirements for Security Services may change over the course of the contract. As this occurs, the End User and the Contractor shall update the SLA to reflect any changes. The Contract issued by the County Purchasing Department shall remain the master agreement allowing for each End User to initiate its own SLA. The Contractor shall comply with the Security Service requirements in End User's SLA
- 1.4 The Contractor shall discuss with the End User the Security Services requested and perform an on-site assessment, if necessary, in order to determine the most cost effective combination of Security Officers and Ancillary Services.
- 1.5 Each End User's SLA shall describe the specific Security Services required and the Contractor shall comply with all terms and conditions as stated in the SLA.
- 1.6 The Contractor shall ensure, prior to executing a SLA, that the following provisions are included:
 - a) Scope of work
 - b) Billing and remittance instructions
 - c) Contact information, including primary and secondary Emergency Call Procedures
- 1.7 All SLA changes, modifications, deletions, or additions shall be in writing and must be mutually agreed upon by the Contractor and End User prior to any such change, modification, deletion, or addition taking effect.
- 1.8 Upon termination of any SLA, the Contractor shall cooperate with the End User in transferring all documents, books, records, and other property of the End User in the Contractor's possession or control, as may be reasonably requested by the End User, to the End User or such party as the End User may designate in writing.

- 1.9 Should there be a change in the COUNTY's requirements for security services; contractor will 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 quoted man-hour rate to be paid for the service provided.
- 1.10 In an effort to be able to respond effectively to any and all situations that may arise, the COUNTY staff shall not possess direct supervisory authority over security guards while on duty; all directives will come from the CONTRACTOR. If any direction is given to a guard, is only to be used to focus the security guard's attention to a particular situation or event and is not intended to replace or usurp the CONTRACTOR's employer / employee relationship with each security guard.
- 1.11 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. The 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 not use force, except that, 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.

2.0 CONTRACTOR's Security Services must:

- 2.1 Lawfully prevent unauthorized access and secure areas within the COUNTY facilities.
- 2.2 CONTRACTOR must be licensed by the State of California in order to perform Services as required.
- 2.3 Investigate the 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.
- 2.4 Copy of permanent (**not temporary**) Individual State Guard License.
- 2.5 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 (ASIS) will be considered desirable. Additional information concerning ASIS can be obtained at www.asisonline.org.
- 2.6 CONTRACTOR's security guards shall be adequately trained, 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. Provide a copy of CPR/First Aid Training card for each security guard that will be assigned to the COUNTY. Including the use of all-purpose fire extinguishers, drug/narcotics identification, bomb threat situations, the avoidance of violent situations, and be specifically trained for each piece of security equipment carried. Maintain proof of all training in all security guards' files.
- 2.7 The CONTRACTOR shall, at the CONTRACTOR's expense, have all assigned guards complete an established CONTRACTOR's training program, and shall make evidence of such training available upon request of the COUNTY:
 - 2.7.1 Cross-train security guards on COUNTY facilities/assignments, to ensure proper coverage in the event of call-offs.

- 2.7.2 All security guards must attend and successfully complete the CONTRACTOR's Training Program. The Training Program shall consist at a minimum, a customized modular training curriculum that incorporates various scenarios and role-playing exercises, videos, PowerPoint presentations, handout materials, and verbal and written testing to ensure that security guards are thoroughly prepared for their assignment.
- 2.7.3 Security guards must all be certified in First Aid and CPR. Security guards are to maintain certification, and carry certification cards while on duty. The CONTRACTOR will maintain a copy of the First Aid/CPR certification/completion documentations in each guard's personnel file.
- 2.8 The CONTRACTOR shall, at the CONTRACTOR's expense, conduct unannounced/random drug and/or alcohol screening of security guards assigned to COUNTY facilities. At least four (4) security guards per quarter are required to undergo drug and/or alcohol screening. The Contractor must document and log these events for COUNTY review.
- 2.9 Maintain documentation in each security guards personnel file to verify the following minimal background investigations and testing have been conducted and completed prior to assignment. Each personnel file shall include but is not limited to the following documents:
 - 2.9.1 Full legal name, and any aliases;
 - 2.9.2 Date of birth;
 - 2.9.3 California driver's license number;
 - 2.9.4 Current address and telephone number (residence);
 - 2.9.5 One current color photograph (at least 2" X 3" full face front, head and shoulders only)
 - 2.9.6 Live Scan criminal history check through the Department of Justice (DOJ) and the Federal Bureau of Investigations (FBI); maintain a copy of guard card as proof of completion.
 - 2.9.7 Contractor's criminal background investigation.
 - 2.9.8 Personal references and credit history checks.
 - 2.9.9 Physical and drug/alcohol testing.
 - 2.9.10 Copy of the First Aid/CPR certification/completion.
 - 2.9.11 Copy of all required training documentation.
- 2.10 Selected security guard must possess and exercise strong personal interactive skills in dealing with the public.
- 2.11 It is required that the successful CONTRACTOR staff this assignment with the same personnel on a continual basis until such time the COUNTY determine otherwise.
- 2.12 Notify COUNTY designee immediately when guards at the assigned posts per scheduled are absent or tardy.
- 2.13 Any incidents that involve injury, property damage, criminal activity, law enforcement/paramedic/fire department response, or the use of force must be immediately reported to COUNTY's agency designee. Additionally, the security guard must complete an Incident Report before the end of their shift. The incident report is to be reviewed and signed off by the Contractor's management personnel and within 24-hours of the incident, provides a copy to the assigned agency with the matching shift log
- 2.14 The security guard's appearance, attitude, politeness, and job knowledge are influential in creating a favorable image. No smoking, reading of unauthorized material, eating, napping, or grooming shall be permitted while officers are in public view. No personal phone calls will be permitted, except in an emergency. No use of hand held electronic games or multi-media devices such as an iPod or MP3 shall be permitted while officers are on duty.
- 2.15 Must be capable of providing service at all COUNTY locations without using subcontractors.

- 2.16 Security officers shall provide, at a minimum, security services in accordance with AB2880, Chapter 886 of Statutes of 2002, escort COUNTY employees to their vehicles (if required), and summon the appropriate police/fire authority and/or appropriate COUNTY personnel, when necessary.
- 2.17 Anytime a discrepancy exists or an incident occurs in the course of the duties, an "Incident Form" shall be provided to the designated COUNTY staff before physically leaving the premises. If the incident threatens the wellbeing of employees or the public call 911 or notify a manager as applicable.

3.0 Uniforms

- 3.1 Security personnel shall be outfitted in attractive uniforms appropriate to the type of assignment that they are working.

A.) Design:

- 1. Shirt with logo patch;
- 2. Tie (Optional);
- 3. Coordinated trousers;
- 4. Coordinated belt;
- 5. Cap with metal badge;
- 6. Uniform coat;
- 7. Security guard badge.

B.) Blazer Design:

- 1. Shirt with logo patch;
- 2. Tie (Optional);
- 3. Coordinated dress slacks;
- 4. Coordinated dress belt;
- 5. Two-button blazer;
- 6. Security guard badge

- 3.2 CONTRACTOR logo must be identified on the uniform.
- 3.3 Wear clean, pressed, full uniform at all times while on duty. Security personnel are expected to maintain a clean and professional appearance. Uniform will be in unity with the time of season. Security guard's personal appearance must be exemplary. **Uniforms** shall not have rips, tears, visible repairs, missing buttons, excessive tightness, or bagginess.

4.0 Locations and Work Hours:

As agreed upon between the CONTRACTOR and COUNTY Departments.

Service Area Summary

ZONE 1 Western County		
	City	Zip Code
<input type="checkbox"/>	Colton	92324
<input type="checkbox"/>	Corona	92879
<input type="checkbox"/>	Corona	92880
<input type="checkbox"/>	Corona	92881
<input type="checkbox"/>	Corona	92882
<input type="checkbox"/>	Elsinore	92530
<input type="checkbox"/>	Elsinore	92531
<input type="checkbox"/>	Elsinore	92532
<input type="checkbox"/>	Homeland	92548
<input type="checkbox"/>	March AFB	92518
<input type="checkbox"/>	Mira Loma	91752
<input type="checkbox"/>	Moreno Valley	92551
<input type="checkbox"/>	Moreno Valley	92552
<input type="checkbox"/>	Moreno Valley	92553
<input type="checkbox"/>	Moreno Valley	92554
<input type="checkbox"/>	Moreno Valley	92555
<input type="checkbox"/>	Moreno Valley	92556
<input type="checkbox"/>	Moreno Valley	92557
<input type="checkbox"/>	Norco	92860

ZONE 2 Mid & Southwest County		
	City	Zip Code
<input type="checkbox"/>	Aguanga	92536
<input type="checkbox"/>	Anza	92539
<input type="checkbox"/>	Banning	92220
<input type="checkbox"/>	Beaumont/ Cherry Valley	92223
<input type="checkbox"/>	Cabazon	92230
<input type="checkbox"/>	Calimesa	92320
<input type="checkbox"/>	Hemet	92543
<input type="checkbox"/>	Hemet	92545
<input type="checkbox"/>	Hemet/Valle Vista	92544
<input type="checkbox"/>	Idyllwild	92549
<input type="checkbox"/>	Menifee/Sun City	92584
<input type="checkbox"/>	Mountain Center	92561
<input type="checkbox"/>	Murrieta	92562
<input type="checkbox"/>	Murrieta	92563
<input type="checkbox"/>	San Jacinto	92581
<input type="checkbox"/>	San Jacinto	
<input type="checkbox"/>	San Jacinto/ Gilman Springs	92582 92583

ZONE 3 Desert & Eastern County		
	City	Zip Code
<input type="checkbox"/>	Blythe	92225
<input type="checkbox"/>	Cathedral City	92234
<input type="checkbox"/>	Cathedral City	92235
<input type="checkbox"/>	Coachella	92236
<input type="checkbox"/>	Desert Center/ Eagle Mountain	92239
<input type="checkbox"/>	Desert Hot Springs	92240
<input type="checkbox"/>	Indian Wells	92210
<input type="checkbox"/>	Indio	92201
<input type="checkbox"/>	Indio	92202
<input type="checkbox"/>	Indio	92203
<input type="checkbox"/>	Indio Hills/DHS/ Sky Valley	92241
<input type="checkbox"/>	La Quinta	92253
<input type="checkbox"/>	Mecca/ North Shore	92254
<input type="checkbox"/>	Midland	92255
<input type="checkbox"/>	Palm Desert	92211

ZONE 1 Western County		
<input type="checkbox"/>	Nuevo/Lakeview	92567
<input type="checkbox"/>	Perris	92570
<input type="checkbox"/>	Perris	92571
<input type="checkbox"/>	Perris	92572
<input type="checkbox"/>	Riverside	92501
<input type="checkbox"/>	Riverside	92502
<input type="checkbox"/>	Riverside	92503
<input type="checkbox"/>	Riverside	92504
<input type="checkbox"/>	Riverside	92505
<input type="checkbox"/>	Riverside	92506
<input type="checkbox"/>	Riverside	92507
<input type="checkbox"/>	Riverside	92508
<input type="checkbox"/>	Riverside	92509
<input type="checkbox"/>	Romoland	92585
<input type="checkbox"/>	Sun City	92586
<input type="checkbox"/>	Sun City/ Canyon Lake/Quail Valley	92587
<input type="checkbox"/>	Wildomar	92595

ZONE 2 Mid & Southwest County		
<input type="checkbox"/>	San Jacinto	
<input type="checkbox"/>	San Jacinto/	92582
<input type="checkbox"/>	Gilman	92583
<input type="checkbox"/>	Springs Temecula	92590
<input type="checkbox"/>	Temecula	92590
<input type="checkbox"/>	Temecula	92591
<input type="checkbox"/>	Temecula	92592
<input type="checkbox"/>	Temecula	92593
<input type="checkbox"/>	Winchester	92596

ZONE 3 Desert & Eastern County		
<input type="checkbox"/>	Blythe	92225 92226
<input type="checkbox"/>	Palm Desert Palm Desert	92260 92261
<input type="checkbox"/>	Palm Springs	92258
<input type="checkbox"/>	Palm Springs	92262
<input type="checkbox"/>	Palm Springs	92263
<input type="checkbox"/>	Palm Springs	92264
<input type="checkbox"/>	Rancho Mirage	92270
<input type="checkbox"/>	Ripley	92272
<input type="checkbox"/>	Thermal/Oasis/ Salton Sea	92274
<input type="checkbox"/>	Thousand Palms	92276
<input type="checkbox"/>	Whitewater	92282

**EXHIBIT B
PAYMENT PROVISION**

Cost/Fees are inclusive of all services-related or supported expenses, including travel expenses. Expenses not included in the line item budget will not be reimbursed. **Rates are billable in 15 minute increments.** County does not pay Contractor for overtime or holiday pay.

Service Area Zones 1, 2 and 3 for December 15, 2015 through July 31, 2016.

Schedule Mode	Armed Guard Hourly Rate
REGULAR	\$ 20.75 /per hour
SUPERVISOR	\$ 35.00 /per hour
Schedule Mode	Armed Guard Hourly Rate with Vehicle
REGULAR	\$ 35.75 /per hour
SUPERVISOR	\$ 40.75 /per hour

PERSONAL SERVICE AGREEMENT

for

RIVERSIDE COUNTY ARMED SECURITY GUARD SERVICES

between

COUNTY OF RIVERSIDE

and

WORLD PRIVATE SECURITY, INC.



TABLE OF CONTENTS

<u>SECTION HEADING</u>	<u>PAGE NUMBER</u>
1. Description of Services.....	3
2. Period of Performance	3
3. Compensation	3
4. Alteration or Changes to the Agreement	4
5. Termination.....	5
6. Ownership/Use of Contract Materials and Products	6
7. Conduct of Contractor	6
8. Inspection of Service: Quality Control/Assurance	6
9. Independent Contractor	7
10. Subcontract for Work or Services.....	7
11. Disputes	7
12. Licensing and Permits	8
13. Use by Other Political Entities.....	8
14. Non-Discrimination	8
15. Records and Documents	9
16. Confidentiality	9
17. Administration/Contract Liaison	9
18. Notices	10
19. Force Majeure.....	10
20. EDD Reporting Requirements	10
21. Hold Harmless/Indemnification.....	10
22. Insurance	11
23. General	13
Exhibit A-Scope of Service	16
Exhibit B- Payment Provisions.....	22

This Agreement, made and entered into 15th day of December 2015, by and between World Private Security, Inc., (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, at the prices stated in Exhibit B, Payment Provisions.

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 December 15, 2015 through July 31, 2016, with the option to renew annually for three (3) additional years, unless terminated earlier. CONTRACTOR shall commence performance effective date of this Agreement 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. The estimated maximum payments by COUNTY to CONTRACTOR shall not exceed two hundred fifty thousand dollars (\$250,000) 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. All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. 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 (Guard Services) 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 within fifteen (15) days from the last day of each calendar month, 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 or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to each Department as stated on department's Purchase Order.

- 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 (RIVCO-99046-008-07/19); 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, he 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 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.

5.3 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.

5.4 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement and at the rates set forth in Exhibit B.

5.5 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.

5.6 If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). 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.

5.7 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 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 performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to

be performed or the products to be provided are of such nature that the difference cannot be corrected; the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. 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

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.

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. 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

Purchasing and Fleet Services
Attn: Rick Hai
2980 Washington Street
Riverside, CA 92504

CONTRACTOR

World Private Security, Inc.
Attn: Jeannette Youssif
16921 Parthenia St., Suite 201
Northridge, CA 91343

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 the Indemnitees at its sole expense, including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

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 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 \$2,000,000 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. 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.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

World Private Security, Inc.

Signature: _____

Signature:  _____

Print Name: Marion Ashley

Print Name: Jeannette Youssif

Title: Chairman, Board of Supervisors

Title: President and CEO

Dated: _____

Dated: 12/8/2015

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: _____
Deputy

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By:  _____
Neal Kipnis,
Deputy County Counsel

EXHIBIT A
SCOPE OF SERVICE
ARMED SECURITY GUARD SERVICES

1.0 GENERAL INFORMATION

- 1.1 The County of Riverside (COUNTY) desires a favorable image and considers it to be a major asset of a security service. Contractor's employee appearance, attitude, courtesy, job knowledge, and training are influential in creating a favorable image. Security guards shall have normal concerns for their own physical safety and shall take reasonable precautions not to place themselves in situations that would encourage violence or abuse against themselves or other persons in the area.
- 1.2 The Contractor is required to enter into a Service Level Agreement (SLA) with each County End User prior to providing any Security Services for the End User. A SLA is a document executed by a County End User and the Contractor that details the work activities, deliverables, expectations, timelines, and financial consequences for non-performance that a Contractor shall provide to the End User. The Contractor shall receive a Purchase Order from each End User which shall include an SLA
- 1.3 End Users may have one or more SLA's depending on how their organization is structured. End User requirements for Security Services may change over the course of the contract. As this occurs, the End User and the Contractor shall update the SLA to reflect any changes. The Contract issued by the County Purchasing Department shall remain the master agreement allowing for each End User to initiate its own SLA. The Contractor shall comply with the Security Service requirements in End User's SLA
- 1.4 The Contractor shall discuss with the End User the Security Services requested and perform an on-site assessment, if necessary, in order to determine the most cost effective combination of Security Officers and Ancillary Services.
- 1.5 Each End User's SLA shall describe the specific Security Services required and the Contractor shall comply with all terms and conditions as stated in the SLA.
- 1.6 The Contractor shall ensure, prior to executing a SLA, that the following provisions are included:
 - a) Scope of work
 - b) Billing and remittance instructions
 - c) Contact information, including primary and secondary Emergency Call Procedures
- 1.7 All SLA changes, modifications, deletions, or additions shall be in writing and must be mutually agreed upon by the Contractor and End User prior to any such change, modification, deletion, or addition taking effect.
- 1.8 Upon termination of any SLA, the Contractor shall cooperate with the End User in transferring all documents, books, records, and other property of the End User in the Contractor's possession or control, as may be reasonably requested by the End User, to the End User or such party as the End User may designate in writing.

- 1.9 Should there be a change in the COUNTY's requirements for security services; contractor will 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 quoted man-hour rate to be paid for the service provided.
- 1.10 In an effort to be able to respond effectively to any and all situations that may arise, the COUNTY staff shall not possess direct supervisory authority over security guards while on duty; all directives will come from the CONTRACTOR. If any direction is given to a guard, is only to be used to focus the security guard's attention to a particular situation or event and is not intended to replace or usurp the CONTRACTOR's employer / employee relationship with each security guard.
- 1.11 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. The 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 not use force, except that, 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.

2.0 CONTRACTOR's Security Services must:

- 2.1 Lawfully prevent unauthorized access and secure areas within the COUNTY facilities.
- 2.2 CONTRACTOR must be licensed by the State of California in order to perform Services as required.
- 2.3 Investigate the 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.
- 2.4 Copy of permanent (**not temporary**) Individual State Guard License.
- 2.5 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 (ASIS) will be considered desirable. Additional information concerning ASIS can be obtained at www.asisonline.org.
- 2.6 CONTRACTOR's security guards shall be adequately trained, 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. Provide a copy of CPR/First Aid Training card for each security guard that will be assigned to the COUNTY. Including the use of all-purpose fire extinguishers, drug/narcotics identification, bomb threat situations, the avoidance of violent situations, and be specifically trained for each piece of security equipment carried. Maintain proof of all training in all security guards' files.
- 2.7 The CONTRACTOR shall, at the CONTRACTOR's expense, have all assigned guards complete an established CONTRACTOR's training program, and shall make evidence of such training available upon request of the COUNTY:
 - 2.7.1 Cross-train security guards on COUNTY facilities/assignments, to ensure proper coverage in the event of call-offs.

- 2.7.2 All security guards must attend and successfully complete the CONTRACTOR's Training Program. The Training Program shall consist at a minimum, a customized modular training curriculum that incorporates various scenarios and role-playing exercises, videos, PowerPoint presentations, handout materials, and verbal and written testing to ensure that security guards are thoroughly prepared for their assignment.
- 2.7.3 Security guards must all be certified in First Aid and CPR. Security guards are to maintain certification, and carry certification cards while on duty. The CONTRACTOR will maintain a copy of the First Aid/CPR certification/completion documentations in each guard's personnel file.
- 2.8 The CONTRACTOR shall, at the CONTRACTOR's expense, conduct unannounced/random drug and/or alcohol screening of security guards assigned to COUNTY facilities. At least four (4) security guards per quarter are required to undergo drug and/or alcohol screening. The Contractor must document and log these events for COUNTY review.
- 2.9 Maintain documentation in each security guards personnel file to verify the following minimal background investigations and testing have been conducted and completed prior to assignment. Each personnel file shall include but is not limited to the following documents:
 - 2.9.1 Full legal name, and any aliases;
 - 2.9.2 Date of birth;
 - 2.9.3 California driver's license number;
 - 2.9.4 Current address and telephone number (residence);
 - 2.9.5 One current color photograph (at least 2" X 3" full face front, head and shoulders only)
 - 2.9.6 Live Scan criminal history check through the Department of Justice (DOJ) and the Federal Bureau of Investigations (FBI); maintain a copy of guard card as proof of completion.
 - 2.9.7 Contractor's criminal background investigation.
 - 2.9.8 Personal references and credit history checks.
 - 2.9.9 Physical and drug/alcohol testing.
 - 2.9.10 Copy of the First Aid/CPR certification/completion.
 - 2.9.11 Copy of all required training documentation.
- 2.10 Selected security guard must possess and exercise strong personal interactive skills in dealing with the public.
- 2.11 It is required that the successful CONTRACTOR staff this assignment with the same personnel on a continual basis until such time the COUNTY determine otherwise.
- 2.12 Notify COUNTY designee immediately when guards at the assigned posts per scheduled are absent or tardy.
- 2.13 Any incidents that involve injury, property damage, criminal activity, law enforcement/paramedic/fire department response, or the use of force must be immediately reported to COUNTY's agency designee. Additionally, the security guard must complete an Incident Report before the end of their shift. The incident report is to be reviewed and signed off by the Contractor's management personnel and within 24-hours of the incident, provides a copy to the assigned agency with the matching shift log
- 2.14 The security guard's appearance, attitude, politeness, and job knowledge are influential in creating a favorable image. No smoking, reading of unauthorized material, eating, napping, or grooming shall be permitted while officers are in public view. No personal phone calls will be permitted, except in an emergency. No use of hand held electronic games or multi-media devices such as an iPod or MP3 shall be permitted while officers are on duty.
- 2.15 Must be capable of providing service at all COUNTY locations without using subcontractors.

- 2.16 Security officers shall provide, at a minimum, security services in accordance with AB2880, Chapter 886 of Statutes of 2002, escort COUNTY employees to their vehicles (if required), and summon the appropriate police/fire authority and/or appropriate COUNTY personnel, when necessary.
- 2.17 Anytime a discrepancy exists or an incident occurs in the course of the duties, an "Incident Form" shall be provided to the designated COUNTY staff before physically leaving the premises. If the incident threatens the wellbeing of employees or the public call 911 or notify a manager as applicable.

3.0 Uniforms

- 3.1 Security personnel shall be outfitted in attractive uniforms appropriate to the type of assignment that they are working.

A.) Design:

- 1. Shirt with logo patch;
- 2. Tie (Optional);
- 3. Coordinated trousers;
- 4. Coordinated belt;
- 5. Cap with metal badge;
- 6. Uniform coat;
- 7. Security guard badge.

B.) Blazer Design:

- 1. Shirt with logo patch;
- 2. Tie (Optional);
- 3. Coordinated dress slacks;
- 4. Coordinated dress belt;
- 5. Two-button blazer;
- 6. Security guard badge

- 3.2 CONTRACTOR logo must be identified on the uniform.
- 3.3 Wear clean, pressed, full uniform at all times while on duty. Security personnel are expected to maintain a clean and professional appearance. Uniform will be in unity with the time of season. Security guard's personal appearance must be exemplary. **Uniforms** shall not have rips, tears, visible repairs, missing buttons, excessive tightness, or bagginess.

4.0 Locations and Work Hours:

As agreed upon between the CONTRACTOR and COUNTY Departments.

Service Area Summary

ZONE 1 Western County		
	City	Zip Code
<input type="checkbox"/>	Colton	92324
<input type="checkbox"/>	Corona	92879
<input type="checkbox"/>	Corona	92880
<input type="checkbox"/>	Corona	92881
<input type="checkbox"/>	Corona	92882
<input type="checkbox"/>	Elsinore	92530
<input type="checkbox"/>	Elsinore	92531
<input type="checkbox"/>	Elsinore	92532
<input type="checkbox"/>	Homeland	92548
<input type="checkbox"/>	March AFB	92518
<input type="checkbox"/>	Mira Loma	91752
<input type="checkbox"/>	Moreno Valley	92551
<input type="checkbox"/>	Moreno Valley	92552
<input type="checkbox"/>	Moreno Valley	92553
<input type="checkbox"/>	Moreno Valley	92554
<input type="checkbox"/>	Moreno Valley	92555
<input type="checkbox"/>	Moreno Valley	92556
<input type="checkbox"/>	Moreno Valley	92557
<input type="checkbox"/>	Norco	92860

ZONE 2 Mid & Southwest County		
	City	Zip Code
<input type="checkbox"/>	Aguanga	92536
<input type="checkbox"/>	Anza	92539
<input type="checkbox"/>	Banning	92220
<input type="checkbox"/>	Beaumont/ Cherry Valley	92223
<input type="checkbox"/>	Cabazon	92230
<input type="checkbox"/>	Calimesa	92320
<input type="checkbox"/>	Hemet	92543
<input type="checkbox"/>	Hemet	92545
<input type="checkbox"/>	Hemet/Valle Vista	92544
<input type="checkbox"/>	Idyllwild	92549
<input type="checkbox"/>	Menifee/Sun City	92584
<input type="checkbox"/>	Mountain Center	92561
<input type="checkbox"/>	Murrieta	92562
<input type="checkbox"/>	Murrieta	92563
<input type="checkbox"/>	San Jacinto	92581
<input type="checkbox"/>	San Jacinto	92582
<input type="checkbox"/>	San Jacinto/ Gilman Springs	92583

ZONE 3 Desert & Eastern County		
	City	Zip Code
<input type="checkbox"/>	Blythe	92225
<input type="checkbox"/>	Cathedral City	92234
<input type="checkbox"/>	Cathedral City	92235
<input type="checkbox"/>	Coachella	92236
<input type="checkbox"/>	Desert Center/ Eagle Mountain	92239
<input type="checkbox"/>	Desert Hot Springs	92240
<input type="checkbox"/>	Indian Wells	92210
<input type="checkbox"/>	Indio	92201
<input type="checkbox"/>	Indio	92202
<input type="checkbox"/>	Indio	92203
<input type="checkbox"/>	Indio Hills/DHS/ Sky Valley	92241
<input type="checkbox"/>	La Quinta	92253
<input type="checkbox"/>	Mecca/ North Shore	92254
<input type="checkbox"/>	Midland	92255
<input type="checkbox"/>	Palm Desert	92211

ZONE 1 Western County		
<input type="checkbox"/>	Nuevo/Lakeview	92567
<input type="checkbox"/>	Perris	92570
<input type="checkbox"/>	Perris	92571
<input type="checkbox"/>	Perris	92572
<input type="checkbox"/>	Riverside	92501
<input type="checkbox"/>	Riverside	92502
<input type="checkbox"/>	Riverside	92503
<input type="checkbox"/>	Riverside	92504
<input type="checkbox"/>	Riverside	92505
<input type="checkbox"/>	Riverside	92506
<input type="checkbox"/>	Riverside	92507
<input type="checkbox"/>	Riverside	92508
<input type="checkbox"/>	Riverside	92509
<input type="checkbox"/>	Romoland	92585
<input type="checkbox"/>	Sun City	92586
<input type="checkbox"/>	Sun City/ Canyon Lake/Quail Valley	92587
<input type="checkbox"/>	Wildomar	92595

ZONE 2 Mid & Southwest County		
<input type="checkbox"/>	San Jacinto	
<input type="checkbox"/>	San Jacinto/	92582
<input type="checkbox"/>	Gilman	92583
<input type="checkbox"/>	Springs Temecula	92590
<input type="checkbox"/>	Temecula	92590
<input type="checkbox"/>	Temecula	92591
<input type="checkbox"/>	Temecula	92592
<input type="checkbox"/>	Temecula	92593
<input type="checkbox"/>	Winchester	92596

ZONE 3 Desert & Eastern County		
<input type="checkbox"/>	Blythe	92225 92226
<input type="checkbox"/>	Palm Desert Palm Desert	92260 92261
<input type="checkbox"/>	Palm Springs	92258
<input type="checkbox"/>	Palm Springs	92262
<input type="checkbox"/>	Palm Springs	92263
<input type="checkbox"/>	Palm Springs	92264
<input type="checkbox"/>	Rancho Mirage	92270
<input type="checkbox"/>	Ripley	92272
<input type="checkbox"/>	Thermal/Oasis/ Salton Sea	92274
<input type="checkbox"/>	Thousand Palms	92276
<input type="checkbox"/>	Whitewater	92282

**EXHIBIT B
PAYMENT PROVISION**

Cost/Fees are inclusive of all services-related or supported expenses, including travel expenses. Expenses not included in the line item budget will not be reimbursed. **Rates are billable in 15 minute increments.** County does not pay Contractor for overtime or holiday pay.

Service Area Zones 1, 2 and 3 for December 15, 2015 through July 31, 2016.

Schedule Mode	Armed Guard Hourly Rate
REGULAR	\$ 19.50 /per hour
SUPERVISOR	\$ 25.50 /per hour
Schedule Mode	Armed Guard Hourly Rate with Vehicle
REGULAR	\$ 27.50 /per hour
SUPERVISOR	\$ 29.75 /per hour

PERSONAL SERVICE AGREEMENT

for

RIVERSIDE COUNTY ARMED SECURITY GUARD SERVICES

between

COUNTY OF RIVERSIDE

and

CALIFORNIA PANTHER SECURITY, INC.



TABLE OF CONTENTS

<u>SECTION HEADING</u>	<u>PAGE NUMBER</u>
1. Description of Services	3
2. Period of Performance	3
3. Compensation	3
4. Alteration or Changes to the Agreement	4
5. Termination.....	5
6. Ownership/Use of Contract Materials and Products	6
7. Conduct of Contractor	6
8. Inspection of Service: Quality Control/Assurance	6
9. Independent Contractor	7
10. Subcontract for Work or Services.....	7
11. Disputes	7
12. Licensing and Permits	8
13. Use by Other Political Entities.....	8
14. Non-Discrimination	8
15. Records and Documents	9
16. Confidentiality	9
17. Administration/Contract Liaison	9
18. Notices	10
19. Force Majeure.....	10
20. EDD Reporting Requirements	10
21. Hold Harmless/Indemnification.....	10
22. Insurance	11
23. General	13
Exhibit A-Scope of Service	16
Exhibit B- Payment Provisions.....	22

This Agreement, made and entered into 15th day of December 2015, by and between California Panther Security, Inc., (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, at the prices stated in Exhibit B, Payment Provisions.

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 December 15, 2015 through July 31, 2016, with the option to renew annually for three (3) additional years, unless terminated earlier. CONTRACTOR shall commence performance effective date of this Agreement 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. The estimated maximum payments by COUNTY to CONTRACTOR shall not exceed two hundred fifty thousand dollars (\$250,000) 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. All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be

extended to the COUNTY. 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 (Guard Services) 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 within fifteen (15) days from the last day of each calendar month, 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 or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to each Department as stated on department's Purchase Order.

- 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 (RIVCO-99046-010-07/19); 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, he 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 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.

5.3 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.

5.4 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement and at the rates set forth in Exhibit B.

5.5 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.

5.6 If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). 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.

5.7 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 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 performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall

have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. 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

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.

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. 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

Purchasing and Fleet Services
Attn: Rick Hai
2980 Washington Street
Riverside, CA 92504

CONTRACTOR

California Panther Security, Inc.
Attn: Mohamed Galal
5777 W. Century Blvd., #1601
Los Angeles, CA 90045

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 the Indemnitees at its sole expense, including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

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 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 \$2,000,000 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. 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.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political
subdivision of the State of California

California Panther Security, Inc.

Signature: _____

Signature:  _____

Print Name: Marion Ashley

Print Name: Mohamed Galal

Title: Chairman, Board of Supervisors

Title: Vice President

Dated: _____

Dated: 12-8-2015

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: _____
Deputy

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

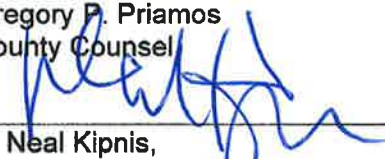
By:  _____
Neal Kipnis,
Deputy County Counsel

EXHIBIT A
SCOPE OF SERVICE
ARMED SECURITY GUARD SERVICES

1.0 GENERAL INFORMATION

- 1.1 The County of Riverside (COUNTY) desires a favorable image and considers it to be a major asset of a security service. Contractor's employee appearance, attitude, courtesy, job knowledge, and training are influential in creating a favorable image. Security guards shall have normal concerns for their own physical safety and shall take reasonable precautions not to place themselves in situations that would encourage violence or abuse against themselves or other persons in the area.
- 1.2 The Contractor is required to enter into a Service Level Agreement (SLA) with each County End User prior to providing any Security Services for the End User. A SLA is a document executed by a County End User and the Contractor that details the work activities, deliverables, expectations, timelines, and financial consequences for non-performance that a Contractor shall provide to the End User. The Contractor shall receive a Purchase Order from each End User which shall include an SLA
- 1.3 End Users may have one or more SLA's depending on how their organization is structured. End User requirements for Security Services may change over the course of the contract. As this occurs, the End User and the Contractor shall update the SLA to reflect any changes. The Contract issued by the County Purchasing Department shall remain the master agreement allowing for each End User to initiate its own SLA. The Contractor shall comply with the Security Service requirements in End User's SLA
- 1.4 The Contractor shall discuss with the End User the Security Services requested and perform an on-site assessment, if necessary, in order to determine the most cost effective combination of Security Officers and Ancillary Services.
- 1.5 Each End User's SLA shall describe the specific Security Services required and the Contractor shall comply with all terms and conditions as stated in the SLA.
- 1.6 The Contractor shall ensure, prior to executing a SLA, that the following provisions are included:
 - a) Scope of work
 - b) Billing and remittance instructions
 - c) Contact information, including primary and secondary Emergency Call Procedures
- 1.7 All SLA changes, modifications, deletions, or additions shall be in writing and must be mutually agreed upon by the Contractor and End User prior to any such change, modification, deletion, or addition taking effect.
- 1.8 Upon termination of any SLA, the Contractor shall cooperate with the End User in transferring all documents, books, records, and other property of the End User in the Contractor's possession or control, as may be reasonably requested by the End User, to the End User or such party as the End User may designate in writing.

- 1.9 Should there be a change in the COUNTY's requirements for security services; contractor will 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 quoted man-hour rate to be paid for the service provided.
- 1.10 In an effort to be able to respond effectively to any and all situations that may arise, the COUNTY staff shall not possess direct supervisory authority over security guards while on duty; all directives will come from the CONTRACTOR. If any direction is given to a guard, is only to be used to focus the security guard's attention to a particular situation or event and is not intended to replace or usurp the CONTRACTOR's employer / employee relationship with each security guard.
- 1.11 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. The 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 not use force, except that, 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.

2.0 CONTRACTOR's Security Services must:

- 2.1 Lawfully prevent unauthorized access and secure areas within the COUNTY facilities.
- 2.2 CONTRACTOR must be licensed by the State of California in order to perform Services as required.
- 2.3 Investigate the 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.
- 2.4 Copy of permanent (**not temporary**) Individual State Guard License.
- 2.5 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 (ASIS) will be considered desirable. Additional information concerning ASIS can be obtained at www.asisonline.org.
- 2.6 CONTRACTOR's security guards shall be adequately trained, 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. Provide a copy of CPR/First Aid Training card for each security guard that will be assigned to the COUNTY. Including the use of all-purpose fire extinguishers, drug/narcotics identification, bomb threat situations, the avoidance of violent situations, and be specifically trained for each piece of security equipment carried. Maintain proof of all training in all security guards' files.
- 2.7 The CONTRACTOR shall, at the CONTRACTOR's expense, have all assigned guards complete an established CONTRACTOR's training program, and shall make evidence of such training available upon request of the COUNTY:
 - 2.7.1 Cross-train security guards on COUNTY facilities/assignments, to ensure proper coverage in the event of call-offs.

- 2.7.2 All security guards must attend and successfully complete the CONTRACTOR's Training Program. The Training Program shall consist at a minimum, a customized modular training curriculum that incorporates various scenarios and role-playing exercises, videos, PowerPoint presentations, handout materials, and verbal and written testing to ensure that security guards are thoroughly prepared for their assignment.
- 2.7.3 Security guards must all be certified in First Aid and CPR. Security guards are to maintain certification, and carry certification cards while on duty. The CONTRACTOR will maintain a copy of the First Aid/CPR certification/completion documentations in each guard's personnel file.
- 2.8 The CONTRACTOR shall, at the CONTRACTOR's expense, conduct unannounced/random drug and/or alcohol screening of security guards assigned to COUNTY facilities. At least four (4) security guards per quarter are required to undergo drug and/or alcohol screening. The Contractor must document and log these events for COUNTY review.
- 2.9 Maintain documentation in each security guards personnel file to verify the following minimal background investigations and testing have been conducted and completed prior to assignment. Each personnel file shall include but is not limited to the following documents:
 - 2.9.1 Full legal name, and any aliases;
 - 2.9.2 Date of birth;
 - 2.9.3 California driver's license number;
 - 2.9.4 Current address and telephone number (residence);
 - 2.9.5 One current color photograph (at least 2" X 3" full face front, head and shoulders only)
 - 2.9.6 Live Scan criminal history check through the Department of Justice (DOJ) and the Federal Bureau of Investigations (FBI); maintain a copy of guard card as proof of completion.
 - 2.9.7 Contractor's criminal background investigation.
 - 2.9.8 Personal references and credit history checks.
 - 2.9.9 Physical and drug/alcohol testing.
 - 2.9.10 Copy of the First Aid/CPR certification/completion.
 - 2.9.11 Copy of all required training documentation.
- 2.10 Selected security guard must possess and exercise strong personal interactive skills in dealing with the public.
- 2.11 It is required that the successful CONTRACTOR staff this assignment with the same personnel on a continual basis until such time the COUNTY determine otherwise.
- 2.12 Notify COUNTY designee immediately when guards at the assigned posts per scheduled are absent or tardy.
- 2.13 Any incidents that involve injury, property damage, criminal activity, law enforcement/paramedic/fire department response, or the use of force must be immediately reported to COUNTY's agency designee. Additionally, the security guard must complete an Incident Report before the end of their shift. The incident report is to be reviewed and signed off by the Contractor's management personnel and within 24-hours of the incident, provides a copy to the assigned agency with the matching shift log
- 2.14 The security guard's appearance, attitude, politeness, and job knowledge are influential in creating a favorable image. No smoking, reading of unauthorized material, eating, napping, or grooming shall be permitted while officers are in public view. No personal phone calls will be permitted, except in an emergency. No use of hand held electronic games or multi-media devices such as an iPod or MP3 shall be permitted while officers are on duty.
- 2.15 Must be capable of providing service at all COUNTY locations without using subcontractors.

- 2.16 Security officers shall provide, at a minimum, security services in accordance with AB2880, Chapter 886 of Statutes of 2002, escort COUNTY employees to their vehicles (if required), and summon the appropriate police/fire authority and/or appropriate COUNTY personnel, when necessary.
- 2.17 Anytime a discrepancy exists or an incident occurs in the course of the duties, an "Incident Form" shall be provided to the designated COUNTY staff before physically leaving the premises. If the incident threatens the wellbeing of employees or the public call 911 or notify a manager as applicable.

3.0 Uniforms

- 3.1 Security personnel shall be outfitted in attractive uniforms appropriate to the type of assignment that they are working.

A.) Design:

- 1. Shirt with logo patch;
- 2. Tie (Optional);
- 3. Coordinated trousers;
- 4. Coordinated belt;
- 5. Cap with metal badge;
- 6. Uniform coat;
- 7. Security guard badge.

B.) Blazer Design:

- 1. Shirt with logo patch;
- 2. Tie (Optional);
- 3. Coordinated dress slacks;
- 4. Coordinated dress belt;
- 5. Two-button blazer;
- 6. Security guard badge

- 3.2 CONTRACTOR logo must be identified on the uniform.
- 3.3 Wear clean, pressed, full uniform at all times while on duty. Security personnel are expected to maintain a clean and professional appearance. Uniform will be in unity with the time of season. Security guard's personal appearance must be exemplary. **Uniforms** shall not have rips, tears, visible repairs, missing buttons, excessive tightness, or bagginess.

4.0 Locations and Work Hours:

As agreed upon between the CONTRACTOR and COUNTY Departments.

Service Area Summary

ZONE 1 Western County		
	City	Zip Code
<input type="checkbox"/>	Colton	92324
<input type="checkbox"/>	Corona	92879
<input type="checkbox"/>	Corona	92880
<input type="checkbox"/>	Corona	92881
<input type="checkbox"/>	Corona	92882
<input type="checkbox"/>	Elsinore	92530
<input type="checkbox"/>	Elsinore	92531
<input type="checkbox"/>	Elsinore	92532
<input type="checkbox"/>	Homeland	92548
<input type="checkbox"/>	March AFB	92518
<input type="checkbox"/>	Mira Loma	91752
<input type="checkbox"/>	Moreno Valley	92551
<input type="checkbox"/>	Moreno Valley	92552
<input type="checkbox"/>	Moreno Valley	92553
<input type="checkbox"/>	Moreno Valley	92554
<input type="checkbox"/>	Moreno Valley	92555
<input type="checkbox"/>	Moreno Valley	92556
<input type="checkbox"/>	Moreno Valley	92557
<input type="checkbox"/>	Norco	92860

ZONE 2 Mid & Southwest County		
	City	Zip Code
<input type="checkbox"/>	Aguanga	92536
<input type="checkbox"/>	Anza	92539
<input type="checkbox"/>	Banning	92220
<input type="checkbox"/>	Beaumont/ Cherry Valley	92223
<input type="checkbox"/>	Cabazon	92230
<input type="checkbox"/>	Calimesa	92320
<input type="checkbox"/>	Hemet	92543
<input type="checkbox"/>	Hemet	92545
<input type="checkbox"/>	Hemet/Valle Vista	92544
<input type="checkbox"/>	Idyllwild	92549
<input type="checkbox"/>	Menifee/Sun City	92584
<input type="checkbox"/>	Mountain Center	92561
<input type="checkbox"/>	Murrieta	92562
<input type="checkbox"/>	Murrieta	92563
<input type="checkbox"/>	San Jacinto	92581
<input type="checkbox"/>	San Jacinto	
<input type="checkbox"/>	San Jacinto/ Gilman Springs	92582 92583

ZONE 3 Desert & Eastern County		
	City	Zip Code
<input type="checkbox"/>	Blythe	92225
<input type="checkbox"/>	Cathedral City	92234
<input type="checkbox"/>	Cathedral City	92235
<input type="checkbox"/>	Coachella	92236
<input type="checkbox"/>	Desert Center/ Eagle Mountain	92239
<input type="checkbox"/>	Desert Hot Springs	92240
<input type="checkbox"/>	Indian Wells	92210
<input type="checkbox"/>	Indio	92201
<input type="checkbox"/>	Indio	92202
<input type="checkbox"/>	Indio	92203
<input type="checkbox"/>	Indio Hills/DHS/ Sky Valley	92241
<input type="checkbox"/>	La Quinta	92253
<input type="checkbox"/>	Mecca/ North Shore	92254
<input type="checkbox"/>	Midland	92255
<input type="checkbox"/>	Palm Desert	92211

ZONE 1 Western County		
<input type="checkbox"/>	Nuevo/Lakeview	92567
<input type="checkbox"/>	Perris	92570
<input type="checkbox"/>	Perris	92571
<input type="checkbox"/>	Perris	92572
<input type="checkbox"/>	Riverside	92501
<input type="checkbox"/>	Riverside	92502
<input type="checkbox"/>	Riverside	92503
<input type="checkbox"/>	Riverside	92504
<input type="checkbox"/>	Riverside	92505
<input type="checkbox"/>	Riverside	92506
<input type="checkbox"/>	Riverside	92507
<input type="checkbox"/>	Riverside	92508
<input type="checkbox"/>	Riverside	92509
<input type="checkbox"/>	Romoland	92585
<input type="checkbox"/>	Sun City	92586
<input type="checkbox"/>	Sun City/ Canyon Lake/Quail Valley	92587
<input type="checkbox"/>	Wildomar	92595

ZONE 2 Mid & Southwest County		
<input type="checkbox"/>	San Jacinto	
<input type="checkbox"/>	San Jacinto/	92582
<input type="checkbox"/>	Gilman	92583
<input type="checkbox"/>	Springs Temecula	92590
<input type="checkbox"/>	Temecula	92590
<input type="checkbox"/>	Temecula	92591
<input type="checkbox"/>	Temecula	92592
<input type="checkbox"/>	Temecula	92593
<input type="checkbox"/>	Winchester	92596

ZONE 3 Desert & Eastern County		
<input type="checkbox"/>	Blythe	92225 92226
<input type="checkbox"/>	Palm Desert Palm Desert	92260 92261
<input type="checkbox"/>	Palm Springs	92258
<input type="checkbox"/>	Palm Springs	92262
<input type="checkbox"/>	Palm Springs	92263
<input type="checkbox"/>	Palm Springs	92264
<input type="checkbox"/>	Rancho Mirage	92270
<input type="checkbox"/>	Ripley	92272
<input type="checkbox"/>	Thermal/Oasis/ Salton Sea	92274
<input type="checkbox"/>	Thousand Palms	92276
<input type="checkbox"/>	Whitewater	92282

**EXHIBIT B
PAYMENT PROVISION**

Cost/Fees are inclusive of all services-related or supported expenses, including travel expenses. Expenses not included in the line item budget will not be reimbursed. **Rates are billable in 15 minute increments.** County does not pay Contractor for overtime or holiday pay.

Service Area Zones 1, 2 and 3 for December 15, 2015 through July 31, 2016.

Schedule Mode	Armed Guard Hourly Rate
REGULAR	\$ 18.95 /per hour
SUPERVISOR	\$ 19.65 /per hour
Schedule Mode	Armed Guard Hourly Rate with Vehicle
REGULAR	\$ 20.95 /per hour
SUPERVISOR	\$ 22.65 /per hour

PERSONAL SERVICE AGREEMENT

for

RIVERSIDE COUNTY ARMED SECURITY GUARD SERVICES

between

COUNTY OF RIVERSIDE

and

POWER SECURITY GROUP



TABLE OF CONTENTS

<u>SECTION HEADING</u>	<u>PAGE NUMBER</u>
1. Description of Services.....	3
2. Period of Performance	3
3. Compensation	3
4. Alteration or Changes to the Agreement	4
5. Termination.....	5
6. Ownership/Use of Contract Materials and Products	6
7. Conduct of Contractor	6
8. Inspection of Service: Quality Control/Assurance	6
9. Independent Contractor	7
10. Subcontract for Work or Services.....	7
11. Disputes	7
12. Licensing and Permits	8
13. Use by Other Political Entities.....	8
14. Non-Discrimination	8
15. Records and Documents	9
16. Confidentiality	9
17. Administration/Contract Liaison	9
18. Notices	10
19. Force Majeure.....	10
20. EDD Reporting Requirements.....	10
21. Hold Harmless/Indemnification.....	10
22. Insurance	11
23. General	13
Exhibit A-Scope of Service	16
Exhibit B- Payment Provisions.....	22

This Agreement, made and entered into 15th day of December 2015, by and between Power Security Group, (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, at the prices stated in Exhibit B, Payment Provisions.

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 December 15, 2015 through July 31, 2016, with the option to renew annually for three (3) additional years, unless terminated earlier. CONTRACTOR shall commence performance effective date of this Agreement 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. The estimated maximum payments by COUNTY to CONTRACTOR shall not exceed two hundred fifty thousand dollars (\$250,000) 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. All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. 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 (Guard Services) 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 within fifteen (15) days from the last day of each calendar month, 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 or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to each Department as stated on department's Purchase Order.

- 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 (RIVCO-99046-009-07/19); 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, he 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 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.

5.3 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.

5.4 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement and at the rates set forth in Exhibit B.

5.5 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.

5.6 If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). 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.

5.7 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 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 performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to

be performed or the products to be provided are of such nature that the difference cannot be corrected; the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. 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

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.

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. 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

Purchasing and Fleet Services
Attn: Rick Hai
2980 Washington Street
Riverside, CA 92504

CONTRACTOR

Power Security Group
Attn: Sid Hashemi
1180 Olympic Drive, Suite #206
Corona, CA 92881

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 the Indemnitees at its sole expense, including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

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 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 \$2,000,000 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. 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.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political
subdivision of the State of California

Power Security Group

Signature: _____

Signature:  _____

Print Name: Marion Ashley

Print Name: Sid Hashemi

Title: Chairman, Board of Supervisors

Title: President

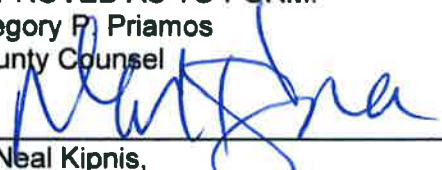
Dated: _____

Dated: 12-8-2015

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: _____
Deputy

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By:  _____
Neal Kipnis,
Deputy County Counsel

**EXHIBIT A
SCOPE OF SERVICE
ARMED SECURITY GUARD SERVICES**

1.0 GENERAL INFORMATION

- 1.1 The County of Riverside (COUNTY) desires a favorable image and considers it to be a major asset of a security service. Contractor's employee appearance, attitude, courtesy, job knowledge, and training are influential in creating a favorable image. Security guards shall have normal concerns for their own physical safety and shall take reasonable precautions not to place themselves in situations that would encourage violence or abuse against themselves or other persons in the area.
- 1.2 The Contractor is required to enter into a Service Level Agreement (SLA) with each County End User prior to providing any Security Services for the End User. A SLA is a document executed by a County End User and the Contractor that details the work activities, deliverables, expectations, timelines, and financial consequences for non-performance that a Contractor shall provide to the End User. The Contractor shall receive a Purchase Order from each End User which shall include an SLA
- 1.3 End Users may have one or more SLA's depending on how their organization is structured. End User requirements for Security Services may change over the course of the contract. As this occurs, the End User and the Contractor shall update the SLA to reflect any changes. The Contract issued by the County Purchasing Department shall remain the master agreement allowing for each End User to initiate its own SLA. The Contractor shall comply with the Security Service requirements in End User's SLA
- 1.4 The Contractor shall discuss with the End User the Security Services requested and perform an on-site assessment, if necessary, in order to determine the most cost effective combination of Security Officers and Ancillary Services.
- 1.5 Each End User's SLA shall describe the specific Security Services required and the Contractor shall comply with all terms and conditions as stated in the SLA.
- 1.6 The Contractor shall ensure, prior to executing a SLA, that the following provisions are included:
 - a) Scope of work
 - b) Billing and remittance instructions
 - c) Contact information, including primary and secondary Emergency Call Procedures
- 1.7 All SLA changes, modifications, deletions, or additions shall be in writing and must be mutually agreed upon by the Contractor and End User prior to any such change, modification, deletion, or addition taking effect.
- 1.8 Upon termination of any SLA, the Contractor shall cooperate with the End User in transferring all documents, books, records, and other property of the End User in the Contractor's possession or control, as may be reasonably requested by the End User, to the End User or such party as the End User may designate in writing.

- 1.9 Should there be a change in the COUNTY's requirements for security services; contractor will 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 quoted man-hour rate to be paid for the service provided.
- 1.10 In an effort to be able to respond effectively to any and all situations that may arise, the COUNTY staff shall not possess direct supervisory authority over security guards while on duty; all directives will come from the CONTRACTOR. If any direction is given to a guard, is only to be used to focus the security guard's attention to a particular situation or event and is not intended to replace or usurp the CONTRACTOR's employer / employee relationship with each security guard.
- 1.11 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. The 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 not use force, except that, 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.

2.0 CONTRACTOR's Security Services must:

- 2.1 Lawfully prevent unauthorized access and secure areas within the COUNTY facilities.
- 2.2 CONTRACTOR must be licensed by the State of California in order to perform Services as required.
- 2.3 Investigate the 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.
- 2.4 Copy of permanent (**not temporary**) Individual State Guard License.
- 2.5 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 (ASIS) will be considered desirable. Additional information concerning ASIS can be obtained at www.asisonline.org.
- 2.6 CONTRACTOR's security guards shall be adequately trained, 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. Provide a copy of CPR/First Aid Training card for each security guard that will be assigned to the COUNTY. Including the use of all-purpose fire extinguishers, drug/narcotics identification, bomb threat situations, the avoidance of violent situations, and be specifically trained for each piece of security equipment carried. Maintain proof of all training in all security guards' files.
- 2.7 The CONTRACTOR shall, at the CONTRACTOR's expense, have all assigned guards complete an established CONTRACTOR's training program, and shall make evidence of such training available upon request of the COUNTY:
 - 2.7.1 Cross-train security guards on COUNTY facilities/assignments, to ensure proper coverage in the event of call-offs.

- 2.7.2 All security guards must attend and successfully complete the CONTRACTOR's Training Program. The Training Program shall consist at a minimum, a customized modular training curriculum that incorporates various scenarios and role-playing exercises, videos, PowerPoint presentations, handout materials, and verbal and written testing to ensure that security guards are thoroughly prepared for their assignment.
- 2.7.3 Security guards must all be certified in First Aid and CPR. Security guards are to maintain certification, and carry certification cards while on duty. The CONTRACTOR will maintain a copy of the First Aid/CPR certification/completion documentations in each guard's personnel file.
- 2.8 The CONTRACTOR shall, at the CONTRACTOR's expense, conduct unannounced/random drug and/or alcohol screening of security guards assigned to COUNTY facilities. At least four (4) security guards per quarter are required to undergo drug and/or alcohol screening. The Contractor must document and log these events for COUNTY review.
- 2.9 Maintain documentation in each security guards personnel file to verify the following minimal background investigations and testing have been conducted and completed prior to assignment. Each personnel file shall include but is not limited to the following documents:
 - 2.9.1 Full legal name, and any aliases;
 - 2.9.2 Date of birth;
 - 2.9.3 California driver's license number;
 - 2.9.4 Current address and telephone number (residence);
 - 2.9.5 One current color photograph (at least 2" X 3" full face front, head and shoulders only)
 - 2.9.6 Live Scan criminal history check through the Department of Justice (DOJ) and the Federal Bureau of Investigations (FBI); maintain a copy of guard card as proof of completion.
 - 2.9.7 Contractor's criminal background investigation.
 - 2.9.8 Personal references and credit history checks.
 - 2.9.9 Physical and drug/alcohol testing.
 - 2.9.10 Copy of the First Aid/CPR certification/completion.
 - 2.9.11 Copy of all required training documentation.
- 2.10 Selected security guard must possess and exercise strong personal interactive skills in dealing with the public.
- 2.11 It is required that the successful CONTRACTOR staff this assignment with the same personnel on a continual basis until such time the COUNTY determine otherwise.
- 2.12 Notify COUNTY designee immediately when guards at the assigned posts per scheduled are absent or tardy.
- 2.13 Any incidents that involve injury, property damage, criminal activity, law enforcement/paramedic/fire department response, or the use of force must be immediately reported to COUNTY's agency designee. Additionally, the security guard must complete an Incident Report before the end of their shift. The incident report is to be reviewed and signed off by the Contractor's management personnel and within 24-hours of the incident, provides a copy to the assigned agency with the matching shift log
- 2.14 The security guard's appearance, attitude, politeness, and job knowledge are influential in creating a favorable image. No smoking, reading of unauthorized material, eating, napping, or grooming shall be permitted while officers are in public view. No personal phone calls will be permitted, except in an emergency. No use of hand held electronic games or multi-media devices such as an iPod or MP3 shall be permitted while officers are on duty.
- 2.15 Must be capable of providing service at all COUNTY locations without using subcontractors.

- 2.16 Security officers shall provide, at a minimum, security services in accordance with AB2880, Chapter 886 of Statutes of 2002, escort COUNTY employees to their vehicles (if required), and summon the appropriate police/fire authority and/or appropriate COUNTY personnel, when necessary.
- 2.17 Anytime a discrepancy exists or an incident occurs in the course of the duties, an "Incident Form" shall be provided to the designated COUNTY staff before physically leaving the premises. If the incident threatens the wellbeing of employees or the public call 911 or notify a manager as applicable.

3.0 Uniforms

- 3.1 Security personnel shall be outfitted in attractive uniforms appropriate to the type of assignment that they are working.

A.) Design:

- 1. Shirt with logo patch;
- 2. Tie (Optional);
- 3. Coordinated trousers;
- 4. Coordinated belt;
- 5. Cap with metal badge;
- 6. Uniform coat;
- 7. Security guard badge.

B.) Blazer Design:

- 1. Shirt with logo patch;
- 2. Tie (Optional);
- 3. Coordinated dress slacks;
- 4. Coordinated dress belt;
- 5. Two-button blazer;
- 6. Security guard badge

- 3.2 CONTRACTOR logo must be identified on the uniform.
- 3.3 Wear clean, pressed, full uniform at all times while on duty. Security personnel are expected to maintain a clean and professional appearance. Uniform will be in unity with the time of season. Security guard's personal appearance must be exemplary. Uniforms shall not have rips, tears, visible repairs, missing buttons, excessive tightness, or bagginess.

4.0 Locations and Work Hours:

As agreed upon between the CONTRACTOR and COUNTY Departments.

Service Area Summary

ZONE 1 Western County		
	City	Zip Code
<input type="checkbox"/>	Colton	92324
<input type="checkbox"/>	Corona	92879
<input type="checkbox"/>	Corona	92880
<input type="checkbox"/>	Corona	92881
<input type="checkbox"/>	Corona	92882
<input type="checkbox"/>	Elsinore	92530
<input type="checkbox"/>	Elsinore	92531
<input type="checkbox"/>	Elsinore	92532
<input type="checkbox"/>	Homeland	92548
<input type="checkbox"/>	March AFB	92518
<input type="checkbox"/>	Mira Loma	91752
<input type="checkbox"/>	Moreno Valley	92551
<input type="checkbox"/>	Moreno Valley	92552
<input type="checkbox"/>	Moreno Valley	92553
<input type="checkbox"/>	Moreno Valley	92554
<input type="checkbox"/>	Moreno Valley	92555
<input type="checkbox"/>	Moreno Valley	92556
<input type="checkbox"/>	Moreno Valley	92557
<input type="checkbox"/>	Norco	92860

ZONE 2 Mid & Southwest County		
	City	Zip Code
<input type="checkbox"/>	Aguanga	92536
<input type="checkbox"/>	Anza	92539
<input type="checkbox"/>	Banning	92220
<input type="checkbox"/>	Beaumont/ Cherry Valley	92223
<input type="checkbox"/>	Cabazon	92230
<input type="checkbox"/>	Calimesa	92320
<input type="checkbox"/>	Hemet	92543
<input type="checkbox"/>	Hemet	92545
<input type="checkbox"/>	Hemet/Valle Vista	92544
<input type="checkbox"/>	Idyllwild	92549
<input type="checkbox"/>	Menifee/Sun City	92584
<input type="checkbox"/>	Mountain Center	92561
<input type="checkbox"/>	Murrieta	92562
<input type="checkbox"/>	Murrieta	92563
<input type="checkbox"/>	San Jacinto	92581
<input type="checkbox"/>	San Jacinto	
<input type="checkbox"/>	San Jacinto/ Gilman Springs	92582 92583

ZONE 3 Desert & Eastern County		
	City	Zip Code
<input type="checkbox"/>	Blythe	92225
<input type="checkbox"/>	Cathedral City	92234
<input type="checkbox"/>	Cathedral City	92235
<input type="checkbox"/>	Coachella	92236
<input type="checkbox"/>	Desert Center/ Eagle Mountain	92239
<input type="checkbox"/>	Desert Hot Springs	92240
<input type="checkbox"/>	Indian Wells	92210
<input type="checkbox"/>	Indio	92201
<input type="checkbox"/>	Indio	92202
<input type="checkbox"/>	Indio	92203
<input type="checkbox"/>	Indio Hills/DHS/ Sky Valley	92241
<input type="checkbox"/>	La Quinta	92253
<input type="checkbox"/>	Mecca/ North Shore	92254
<input type="checkbox"/>	Midland	92255
<input type="checkbox"/>	Palm Desert	92211

ZONE 1 Western County		
<input type="checkbox"/>	Nuevo/Lakeview	92567
<input type="checkbox"/>	Perris	92570
<input type="checkbox"/>	Perris	92571
<input type="checkbox"/>	Perris	92572
<input type="checkbox"/>	Riverside	92501
<input type="checkbox"/>	Riverside	92502
<input type="checkbox"/>	Riverside	92503
<input type="checkbox"/>	Riverside	92504
<input type="checkbox"/>	Riverside	92505
<input type="checkbox"/>	Riverside	92506
<input type="checkbox"/>	Riverside	92507
<input type="checkbox"/>	Riverside	92508
<input type="checkbox"/>	Riverside	92509
<input type="checkbox"/>	Romoland	92585
<input type="checkbox"/>	Sun City	92586
<input type="checkbox"/>	Sun City/ Canyon Lake/Quail Valley	92587
<input type="checkbox"/>	Wildomar	92595

ZONE 2 Mid & Southwest County		
<input type="checkbox"/>	San Jacinto	
<input type="checkbox"/>	San Jacinto/	92582
<input type="checkbox"/>	Gilman	92583
<input type="checkbox"/>	Springs Temecula	92590
<input type="checkbox"/>	Temecula	92590
<input type="checkbox"/>	Temecula	92591
<input type="checkbox"/>	Temecula	92592
<input type="checkbox"/>	Temecula	92593
<input type="checkbox"/>	Winchester	92596

ZONE 3 Desert & Eastern County		
<input type="checkbox"/>	Blythe	92225 92226
<input type="checkbox"/>	Palm Desert Palm Desert	92260 92261
<input type="checkbox"/>	Palm Springs	92258
<input type="checkbox"/>	Palm Springs	92262
<input type="checkbox"/>	Palm Springs	92263
<input type="checkbox"/>	Palm Springs	92264
<input type="checkbox"/>	Rancho Mirage	92270
<input type="checkbox"/>	Ripley	92272
<input type="checkbox"/>	Thermal/Oasis/ Salton Sea	92274
<input type="checkbox"/>	Thousand Palms	92276
<input type="checkbox"/>	Whitewater	92282

**EXHIBIT B
PAYMENT PROVISION**

Cost/Fees are inclusive of all services-related or supported expenses, including travel expenses. Expenses not included in the line item budget will not be reimbursed. **Rates are billable in 15 minute increments.** County does not pay Contractor for overtime or holiday pay.

Service Area Zones 1, 2 and 3 for December 15, 2015 through July 31, 2016.

Schedule Mode	Armed Guard Hourly Rate
REGULAR	\$ <u>19.50</u> /per hour
SUPERVISOR	\$ <u>19.50</u> /per hour
Schedule Mode	Armed Guard Hourly Rate with Vehicle
REGULAR	\$ <u>23.00</u> /per hour
SUPERVISOR	\$ <u>23.00</u> /per hour

PERSONAL SERVICE AGREEMENT

for

RIVERSIDE COUNTY ARMED SECURITY GUARD SERVICES

between

COUNTY OF RIVERSIDE

and

HIGH QUALITY SECURITY



TABLE OF CONTENTS

<u>SECTION HEADING</u>	<u>PAGE NUMBER</u>
1. Description of Services	3
2. Period of Performance	3
3. Compensation	3
4. Alteration or Changes to the Agreement	4
5. Termination.....	5
6. Ownership/Use of Contract Materials and Products	6
7. Conduct of Contractor	6
8. Inspection of Service: Quality Control/Assurance	6
9. Independent Contractor	7
10. Subcontract for Work or Services.....	7
11. Disputes	7
12. Licensing and Permits	8
13. Use by Other Political Entities.....	8
14. Non-Discrimination	8
15. Records and Documents	9
16. Confidentiality	9
17. Administration/Contract Liaison	9
18. Notices	10
19. Force Majeure.....	10
20. EDD Reporting Requirements.....	10
21. Hold Harmless/Indemnification.....	10
22. Insurance	11
23. General	13
Exhibit A-Scope of Service	16
Exhibit B- Payment Provisions.....	22

This Agreement, made and entered into 15th day of December 2015, by and between High Quality Security, (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, at the prices stated in Exhibit B, Payment Provisions.

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 December 15, 2015 through July 31, 2016, with the option to renew annually for three (3) additional years, unless terminated earlier. CONTRACTOR shall commence performance effective date of this Agreement 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. The estimated maximum payments by COUNTY to CONTRACTOR shall not exceed two hundred fifty thousand dollars (\$250,000) 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. All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. 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 (Guard Services) 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 within fifteen (15) days from the last day of each calendar month, 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 or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to each Department as stated on department's Purchase Order.

- 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 (RIVCO-99046-011-07/19); 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, he 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 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.

5.3 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.

5.4 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement and at the rates set forth in Exhibit B.

5.5 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.

5.6 If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). 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.

5.7 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 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 performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to

be performed or the products to be provided are of such nature that the difference cannot be corrected; the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. 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

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.

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. 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.