

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

High Quality Security
Attn: Ricardo Guzman
15480 Arrow Hwy # 203
Baldwin Park, CA 91706

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

High Quality Security

Signature: Marion Ashley

Signature: Ricardo Guzman

Print Name: Marion Ashley

Print Name: Ricardo Guzman

Title: Chairman, Board of Supervisors

Title: Owner

Dated: DEC 15 2015

Dated: 12-8-15

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: [Signature]
Deputy

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: [Signature]
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/ Gilman	92582
<input type="checkbox"/>	Springs	92583
<input type="checkbox"/>	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>20.00</u> /per hour
Schedule Mode	Armed Guard Hourly Rate with Vehicle
REGULAR	\$ <u>25.00</u> /per hour
SUPERVISOR	\$ <u>25.00</u> /per hour

PERSONAL SERVICE AGREEMENT

for

RIVERSIDE COUNTY ARMED SECURITY GUARD SERVICES

between

COUNTY OF RIVERSIDE

and

GENERAL SECURITY SERVICES, INC.



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This Agreement, made and entered into 15th day of December 2015, by and between General Security Services, 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-99046-012-07/19); 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

General Security Services, Inc.
Attn: Andrew Paterson
633 North Marine Avenue
Wilmington, CA 90744

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

General Security Services, Inc. GSS1

Signature: Marion Ashley

Signature: Andrew Paterson

Print Name: Marion Ashley

Print Name: Andrew Paterson

Title: Chairman, Board of Supervisors

Title: Vice President

Dated: DEC 15 2015

Dated: 12/8/2015

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: Kellie Clayton
Deputy

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: Neal Kipnis
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>21.13</u> /per hour
SUPERVISOR	\$ <u>19.43</u> /per hour
Schedule Mode	Armed Guard Hourly Rate with Vehicle
REGULAR	\$ <u>25.62</u> /per hour
SUPERVISOR	\$ <u>27.13</u> /per hour

PERSONAL SERVICE AGREEMENT

for

RIVERSIDE COUNTY UNARMED SECURITY GUARD SERVICES

between

COUNTY OF RIVERSIDE

and

HIGH QUALITY SECURITY



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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. This Agreement is designated as the Quinary contract and the CONTRACTOR acknowledges the designation.

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 compensation shall be split amongst the primary, secondary, tertiary, and Quaternary CONTRACTORS based on the ability of the lower cost vendor to fulfil the requirement. Should the lower cost (primary) awardee not be able to fulfil the requirement, then the secondary awardee would be offered the opportunity and continue as such until the requirement can be fulfilled. 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-99046-005-07/19); 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

High Quality Security
Attn: Ricardo Guzman
15480 Arrow Hwy # 203
Baldwin Park, CA 91706

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 \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

D. 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

High Quality Security

Signature: Marion Ashley

Signature: Ricardo Guzman

Print Name: Marion Ashley

Print Name: Ricardo Guzman

Title: Chairman, Board of Supervisors

Title: Owner

Dated: DEC 15 2015

Dated: 12-8-15

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: [Signature]
Deputy

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: [Signature]
Neal Kipnis,
Deputy County Counsel

EXHIBIT A
SCOPE OF SERVICE

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 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.
- 1.3 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.
- 1.4 Riverside 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 CONTRACTOR's security guards must pass Homeland Security Background Check at the CONTRACTOR's expense and provide copy upon award of bid to the COUNTY.
- 2.5 Copy of permanent (**not temporary**) Individual State Guard License.
- 2.6 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.

- 2.7 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.
- 2.8 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:
- 2.8.1 Cross-train security guards on COUNTY facilities/assignments, to ensure proper coverage in the event of call-offs.
 - 2.8.2 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.
 - 2.8.3 Training may also include specific practices as specified in the curriculum developed by COUNTY.
 - 2.8.4 Training shall be conducted by a designated trainer(s). Provide COUNTY agency with a copy of the training conducted.
 - 2.8.5 Security guards trainees who have not been previously assigned to a COUNTY facility shall receive a minimum of 40-hours of formal training prior to being assigned to a COUNTY facility. In addition, they are required to receive a minimum of 8-hours of on-site training with a Supervisor or veteran security guard prior to being scheduled to work at a location alone.
 - 2.8.6 Security guard trainees shall receive 32 additional hours of training for the remainder of the year, and at least 10-hours of training annually, thereafter.
 - 2.8.7 Maintain training logs that document security guard name, training topic, date of training, length of training, and the printed names and signatures of both the security guards receiving training and the instructor conducting the training.
 - 2.8.8 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.
- 2.9 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.
- 2.10 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:
- 2.10.1 Full legal name, and any aliases;
 - 2.10.2 Date of birth;
 - 2.10.3 California driver's license number;
 - 2.10.4 Current address and telephone number (residence);

- 2.10.5 One current color photograph (at least 2" X 3" full face front, head and shoulders only)
- 2.10.6 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.
- 2.10.7 Contractor's criminal background investigation.
- 2.10.8 Personal references and credit history checks.
- 2.10.9 Physical and drug/alcohol testing.
- 2.10.10 Copy of the First Aid/CPR certification/completion.
- 2.10.11 Copy of all required training documentation.
- 2.11 Selected security guard must possess and exercise strong personal interactive skills in dealing with the public.
- 2.12 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.
- 2.13 Notify COUNTY designee immediately when guards at the assigned posts per scheduled are absent or tardy.
- 2.14 It is required that the security supervisor will perform on-site visits of each security guard on duty, as a minimum, once per week per shift.
- 2.15 It shall be the responsibility of the CONTRACTOR, to perform a physical inspection of the facility with the site manager to prepare a vulnerability assessment of the complex and to coordinate a written set of instructions for security guards at each duty post. The CONTRACTOR is to work with COUNTY staff to develop a partnership in security and to give feedback on security issues.
- 2.16 CONTRACTOR Supervisor Quality Assurance Requirements include at the minimum, weekly (unannounced or announced) inspections of each COUNTY facility where security guards are assigned. Inspections are to be conducted by the CONTRACTOR (management personnel), and shall be documented in a Weekly Activities Reports log. The CONTRACTOR will work with the COUNTY to coordinate scheduled inspections. The CONTRACTOR is expected to make contact with the COUNTY agency to determine the progress of the services provided, identify problems that need to be addressed, and offer immediate corrective measures. Sites that are deemed more vulnerable may be inspected on a more frequent basis. Meetings will also be held upon request of either the COUNTY or the CONTRACTOR.
- 2.17 The Contractor's management personnel are required to review the Post Orders for completion, accuracy, address COUNTY directives, ensure that all security guards are trained to execute the duties required of their posts, and that each security guard is following the written set of instruction at each post. Post Orders are to remain on-site at all locations where a security guard is assigned.
- 2.18 Make recommendations on any necessary physical and systems upgrades.
- 2.19 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
- 2.20 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.

2.21 Must be capable of providing service at all locations listed without using subcontractors.

3.0 Security Guards:

- 3.1 Develop written Post Orders that describe the security plan and specific post duties for each location that a security guard is to be assigned. On-time response scenario and situations should be included within these instructions. Post orders shall be approved by the COUNTY designee and will include, but are not limited to the following:
 - a) Timing of specific duties to be discharged, such as locking and opening doors, turning lights off and on, etc.;
 - b) Checking critical devices such as the security system alarm and/or fire panel, valves, or gauges, as required per facility on an as needed basis;
 - c) Required reading and signing updates of Post Orders to confirm the guards understanding and compliance; and
 - d) Contractor's management personnel documentation of post checks and on-the-job training.
- 3.2 The Security Guard on duty at each location will work primarily in the customer lobby and work area, but will also perform external security "perimeter" checks of outside doors and parking areas within the complex at least once every hour.
- 3.3 Security Guard is required to notify their employer of being given any COUNTY owned equipment, property and/or keys or key cards. Security services management will establish guidelines, orders and safeguards for such items.
- 3.4 Security guard will be required his/her own CONTRACTOR issued safety gear.
- 3.5 All assigned security guard will carry and be fully trained in the use of portable communications units (cell phones, radios) and maintain the ability to readily communicate with the assigned COUNTY staff, and with other agencies, such as fire, police, and ambulances at all times during working hours.
- 3.6 Guards are expected to display a professional image and manner at all times while on duty. Consistent with this is the expectation that guards will be focused on being alert to their surroundings at all times while on duty and will not be engaged in any activities that distract them (i.e. reading, eating, smoking etc.) from the performance of their assigned duties.
- 3.7 Security guards shall have normal concern for their own physical safety and shall take reasonable precautions not to place themselves in situations, which would encourage violence or abuse against them or other persons in the area.
- 3.8 Security guards shall log and report (on a daily basis) all serious incidents to the COUNTY designee including, but not limited to, any bomb threats, accidents to any member of the public or personnel and/or vehicles, acts of violence, theft, and for all incidents which require the response of emergency personnel.
- 3.9 The security log will be maintained and remain the property of the COUNTY. All routine and serious incidents will be logged and reported (on a daily basis), including but not limited to, any bomb threats, accidents to Personnel, acts of violence, theft, visitors and their reason for being at the facility after normal business hours include vehicle number, license plate, make and model of the vehicle.
- 3.10 Security guards shall patrol County facilities on foot, checking all interior and exterior doors according to established guidelines specified in the Post Orders for the location in which the officer has been assigned. Security guard must also log in as indicated in the Post Orders for each COUNTY facility.

- 3.11 Security guards shall monitor the surveillance monitor (if provided) for any unusual or suspicious behavior and investigate as necessary.
- 3.12 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.

4.0 Uniforms

- 4.1 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

- 4.2 CONTRACTOR logo must be identified on the uniform.
- 4.3 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.

5.0 Locations and Hours:

5.1 Assessor - County Clerk Recorder (ACR):

- 5.1.1 Days and Hours for Assessor-County Clerk-Recorder
 - 5.1.1.1 Location: Assessor-Clerk Recorders Offices 38686 El Cerrito Road, Palm Desert, CA 92211.
 - 5.1.1.2 Hours of Duty: 6:00 am to 5:30 pm Monday – Friday excluding County holidays.
 - 5.1.1.3 As needed basis, in whole or in part, Saturday and Sunday 8:00 am – 5:00 pm.
 - 5.1.1.4 As needed basis, in whole or in part, nightly rover: 8:30 pm - 5:00 am.
- 5.1.2 Post Duties
 - 5.1.2.1 Unarmed security guard is required to be at the assigned post no later than 6:00am.
 - 5.1.2.2 Unarmed security guard will be permitted to take two (2) fifteen-minute breaks.
 - 5.1.2.3 Unarmed security guard is required to stay on premises while on lunch break.
 - 5.1.2.4 Unarmed security guard will be provided a list of County Holidays the first day of work.
 - 5.1.2.5 Unarmed security guard will be provided dates to be worked that are generally County Holidays, but mandated by law for the office to be open.
 - 5.1.2.6 At all times remain vigilant and aware of crowd control loitering.
 - 5.1.2.7 Anytime more than two people appear to congregate in an area that blocks entrances/exits or creates a logical hindrance for safety, establish a presence in

an effort to resolve the situation. Unarmed Guard will request the parties to keep a clear path or move along as applicable.

5.1.2.8 Anytime a discrepancy exists or an incident occurs in the course of the duties below, an "Incident Form" shall be provided to the designated ACR staff before physically leaving the premises at 38686 El Cerrito Road. If the incident threatens the well begin of employees or the public call 911 or notify a manager as applicable.

5.1.3 Perimeter Rounds:

- 5.1.3.1 6:00 am Turn on building lights and walk the interior and exterior perimeter of 38686 El Cerrito Road.
- 5.1.3.2 8:00 am unlock the front lobby doors.
- 5.1.3.3 Once per hour of shift: Visit each public service area and view the entire area that the public may access for 38686 El Cerrito Road.
- 5.1.3.4 9:00 am – 11:00 am (different time each morning): Walk the perimeter of 38686 El Cerrito Road.
- 5.1.3.5 2:00 pm – 4:00 pm (different time each afternoon): Walk the perimeter of 38686 El Cerrito Road.
- 5.1.3.6 5:00 pm at 38686 El Cerrito Rd lock and close the front lobby doors.
- 5.1.3.7 Check every door at the end of each shift to determine if they are closed and locked and no one without a key card can enter the building.
- 5.1.3.8 Post-holiday signage 7 business day before the holiday at all the public entrances of 38686 El Cerrito Road.
- 5.1.3.9 Monitor the public and employee parking lots during large weddings.
- 5.1.3.10 COUNTY may provide Security Guard generic e-mail for communication.

5.1.4 Potential Service:

- 5.1.4.1 Weddings: 8:30 am-1:30 pm monitor 38686 El Cerrito Road on the second and fourth Saturdays of each month. (Weekends are subject to change according to holidays.) Assessor-County Clerk Recorder may potentially perform large wedding ceremonies on these days. Dates to the work will be provided by the COUNTY.
- 5.1.4.2 Night Roving Guard Patrol On an as needed basis, in whole or in part 5:30 pm to 5:00 am.
 - 5.1.4.2.1 The purpose of this service is to deter property damage, theft and acts of malicious mischief.
 - 5.1.4.2.2 Location: Assessor-Clerk Recorders Offices 38686 El Cerrito Road, Palm Desert, Ca. 92211 (perimeter check).
 - 5.1.4.2.3 Provide patrol service at one location 3 times a night in a marked security vehicle.
 - 5.1.4.2.3.1 8:30 pm – 10:00 pm (First night patrol hours may fluctuate)
 - 5.1.4.2.3.2 11:30 pm – 2:00 am (Second night patrol hours may fluctuate)
 - 5.1.4.2.3.3 3:00 am – 5:00 am (Third night patrol hours may fluctuate)
 - 5.1.4.2.4 Post Duties: Guard will check all doors, windows and check parking areas.

5.1.5 Scope of Services as detailed in section 1.0 to section 4.3.

5.2 **Department of Child Support Services (DCSS):**

5.2.1 Hours and Locations

- 5.2.1.1 Monday-thru-Friday, 8:00 am to 5:00 pm excluding holidays
- 5.2.1.2 The security guard is required to be at his/her assigned post no later than 8:00 am arriving at these following locations 2081 Iowa Ave, Riverside; 1370 South State Street, San Jacinto; and 47-950 Arabia Street, Indio.
- 5.2.1.3 San Jacinto Guard on duty will also patrol the 880 N. State Street, Hemet Family Law Office twice per day on Wednesday and Thursday only between 8:00 am to 1:00 pm, travel time is 0.84 mile/1 minute one way, 1.68 miles/3 minutes round trip, a total of 3.36 mile/6 minutes twice a day, and a total of 6.72 miles/12 minutes for two days per week.
- 5.2.1.4 San Jacinto Guard will be permitted to spend at least 15 minutes minimum per patrol at the 880 N. State Street, Hemet location.
- 5.2.1.5 Guard lunch schedule is as followed: Guard must take one (1) hour lunch at 11:00 am, 11:30 am, or 12:00 pm on an alternating basis for security purposes.
- 5.2.1.6 Guard will be permitted to take two (2) ten-minute breaks.
- 5.2.1.7 Guard will be permitted to leave the premises while on lunch break.
- 5.2.1.8 Security guard will be provided a list of County Holidays the first day of work.
- 5.2.1.9 Estimated 40 Hours per week, per guard, 120 Hours Total. The COUNTY may change work hours as needed. Two (2) day notice will be given on any change in work hours. The COUNTY does not guarantee any amount of services to any vendors or vendors at any time.
- 5.2.1.10 Locations for Services:
 - 5.2.1.10.1 2081 Iowa Avenue, Riverside, CA 92507-2414
 - 5.2.1.10.2 1370 S. State Street, San Jacinto, CA 92583-4933
 - 5.2.1.10.3 880 N. State Street, Hemet, CA 92543-1459
 - 5.2.1.10.4 47-950 Arabia Street, Indio, CA 92001-6828

5.2.2 Scope of Services as detailed in section 1.0 to section 4.3.

5.3 **Riverside County Information Technology Department (RCIT):**

5.3.1 Hours and Locations

- 5.3.1.1 During permitted breaks Guard will have to be relieved by another Guard provided by Contractor.
- 5.3.1.2 Security guard will be provided a list of County Holidays the first day of work.
- 5.3.1.4 One guard at each location, 24 hours per day, 7 days per week.
- 5.3.1.5 Locations for Services:
 - 5.3.1.5.1 3450 Fourteenth Street, Riverside, CA 92501
 - 5.3.1.5.2 1960 Chicago Avenue, Riverside, CA 92507
 - 5.3.1.5.3 82695 Dr. Carreon Blvd., Indio, CA 92201

5.3.2 Scope of Services as detailed in section 1.0 to section 4.3.

5.4 Mental Health (MH):

5.4.1 Scope of Service as detailed in section 1.0 through section 4.3

5.4.2 Hours and Locations:

Hemet Mental Health Clinic
650 N. State St.
Hemet, CA 92543
Shift: 8:00am – 6:00pm
Excludes Weekend

The Meyers Building
3075 Meyers St.
Riverside, CA 92503
Shift: 5:00pm – 8:00am
Monday – Friday
Weekends – 24hrs/day

The Meyers Building
3125 Meyers St.
Riverside, CA 92503
Shift: 5:00pm– 8:00am
Monday – Friday
Weekends – 24hrs/day

5.5 Department of Public Health (DOPH):

5.5.1 Scope of Service as detailed in section 1.0 through section 4.3

5.5.2 Hours and Locations:

Banning Family Care Center
3055 W. Ramsey
Banning, CA 92220
Shift: 8:30am - 5:30pm
Excludes Weekends

Corona Family Care Center
505 S. Buena Vista Ave.
Corona, CA 92882
Shift: 8:30am - 5:30pm
Excludes Weekend

Don Schroeder/Rubidoux
5256 Mission Blvd.
Jurupa Valley, CA 92509
Shift: 9:00am - 6:00pm
Excludes Weekend

Hemet Family Care Center
880 N. State Street
Hemet, CA 92543
Shift: 9:00am - 6:00pm
Excludes Weekend

Indio Family Care Center
47-923 Oasis Street
Indio, CA 92201
Shift: 8:30am - 5:30pm
Excludes Weekend

Jurupa Family Care Center
9415 Mission Blvd.
Jurupa Valley, CA 92509
Shift: 8:30am - 5:30pm
Excludes Weekend

Lake Elsinore Family Care Center
2499 E. Lakeshore Dr.
Lake Elsinore, CA 92530
Shift: 8:30am - 5:30pm
Excludes Weekend

Palm Springs Family Care Center
1515 N. Sunrise Way
Palm Springs, CA 92262
Shift: 11:00am - 8:00pm Monday
8:30am - 5:30pm Tuesday – Friday
8:00am – 5:00pm Saturday

Perris Family Care Center
308 San Jacinto Blvd.
Perris, CA 92570
Shift: 8:30am - 5:30pm
Excludes Weekend

Administration Building
4065 County Circle Drive
Riverside, CA 92503
24 Hours/7 Days a Week

Riverside Neighborhood Clinic
7140 Indiana Ave.
Riverside, CA 92504
Shift: 11:00am – 7:30pm
Excludes Weekend

5.6 Transportation and Land Management Agency (TLMA):

5.6.1 Hours and Locations

5.6.1.1 Monday - Friday- 5:00 p.m. to 6:00 a.m. Weekdays.

5.6.1.2 Weekends/Holidays 24 hr. shifts from Friday 5:00 p.m. to Monday 6:00 a.m.

5.6.1.3 The security guard is required to be at his/her assigned post no later than 5:00 pm.

5.6.1.4 Saturdays, Sundays and Holidays are twenty four hour shifts.

- 5.6.1.5 Guard will be permitted to take two (2) fifteen-minute breaks and ½ hour lunch-break.
- 5.6.1.7 Guard is required to stay on premises while on lunch break.
- 5.6.1.8 Security guard will be provided a list of County Holidays the first day of work.
- 5.6.1.9 Estimated Hours per week is 112. The COUNTY may change work hours as needed. Two (2) day notice will be given on any change in work hours. The COUNTY does not guarantee any amount of services to any vendors or vendors at any time.
- 5.6.1.10 County of Riverside, TLMA Yard
2950 Washington Street
Riverside, CA 92504

5.6.2 Scope of Services as detailed in section 1.0 to section 4.3.

5.7 Economic Development Agency / Library (EDA):

5.7.1 Days and Hours for County Sites

- 5.7.1.1 Location #1: San Jacinto Library * Joint use library at San Jacinto High
500 Idyllwild Avenue
San Jacinto, CA 92583

School Not in Session: June 10, 2013 - August 9, 2013; November 25 - 29, 2013; December 20, 2013 – January 10, 2014; February 17 –21, 2014; April 7 – 11, 2014;

Mon 10:00am-6:15pm; Tues 10:00am-7:15pm; Wed 10:00am-7:15pm; Thurs 10:00am-7:15pm; Fri 10am-7:00pm; Sat 9am-1pm

School in Session: All other weeks, Mon 2:30-6:15pm; Tues 2:30-7:15pm; Wed 2:30-7:15pm; Thurs 2:30-7:15pm; Fri 12:50-6:15pm; Sat 9am-1:00pm

- 5.7.1.2 Location #2: Perris Library

163 E. San Jacinto

Perris, CA 92570

Security Hours: Mon 2:15pm-6:15pm; Tues 2:15pm-8:15pm; Wed 2:15pm-8:15pm; Thurs 2:15pm-6:15pm; Fri 12:15pm-6:15pm; Sat 2:15pm-6:15pm; Sun 1:15pm-5:15pm

- 5.7.1.3 Location #3: Rubidoux Library

5840 Mission Blvd.

Riverside, CA 92509

Security Hours Needed: Mon 12:00pm-6:00pm; Tues 12:00pm-6:00pm; Wed 12:00pm-6:00pm; Thurs 12:00pm-8:00pm; Fri 12pm-6pm; Sat 12:00pm-6:00pm; Sun 1pm-5pm

- 5.7.1.4 Location #4: Home Gardens Library

3785 Neece Street

Corona, CA 92879

Security Hours Needed: Mon 3pm-8pm; Tues 3pm-8pm; Wed 3pm-6pm;
Thurs 3pm-6pm; Fri 2pm-5pm

5.7.1.5 Location #5: Valle Vista Library

25757 Fairview Ave.
Hemet, CA 92544

Security Hours Needed: Mon 1pm-7pm; Tues 1pm-6pm; Wed 1pm-7pm;
Thurs 1pm-6pm; Fri 1pm-5pm

5.7.1.6 Location #6: Grace Mellman Library

41000 County Center
Temecula, CA 92591

Security Hours Needed: Mon 11pm-7pm; Tues 11pm-7pm; Wed 10pm-6pm;
Thurs 10pm-6pm; Fri 1pm-5pm; Sat 1pm-5pm

- a) Security guard is required to be on site no later than 15 minutes before start of a shift.
- b) Security guard shall be permitted to take two (2) fifteen-minute breaks and one ½ hour lunch- break.
- c) Security guard is required to stay on the premises while on breaks and lunch.
- d) Observed Holidays are at COUNTY discretion.

5.8 Waste Management (WM):

5.8.1 Scope of Services as detailed in section 1.0 to section 4.3.

5.8.2 Locations:

5.8.2.1 Head Quarter (HQ) – 14310 Frederick St., Moreno Valley, CA.

5.8.2.2 Badlands Landfill – 41125 Ironwood Ave., Moreno Valley, CA.

5.8.2.3 Lamb Canyon Landfill – 16411 Lamb Canyon Rd., Beaumont, CA.

5.8.3 Contacts: contact information to be given upon award of agreement

5.8.4 One guard per location.

5.8.5 HQ – 7 days a week. Weekday hours are from 5:00pm to 7:30 am. Weekends from Friday 5:00pm to Saturday 8:00am and then guard duty resuming at Saturday 5:00pm to Monday at 7:30am.

5.8.6 Badlands and Lamb Canyon Landfill – 2 days a week. The guard duty will begin Saturday at 4:30 p.m. and end Monday at 6:30 a.m. The guard service will be required to work on holidays where HQ offices are closed. Also, the guard service will be required to work holidays when the landfill is closed.

5.8.7 The guard at HQ will need a vehicle. The guard at the landfill sites will require a 4 wheel drive vehicle.

5.9 Department of Public Social Services (DPSS):

5.9.1 **Security Firm(s) Requirements:**

5.9.1.1 General Services:

- a) The security firm(s) will be required to provide unarmed guard services for security patrol 24-hours per day at DPSS facilities, whereby security personnel assigned to each facility shall maintain strict client confidentiality at all times. However, this does not mean that there will be 24-hour, round the clock service at most locations. The security firm must be available to provide security guard services under

circumstances where coverage is subject to be needed at any or all hours (24-hours, 7 days a week), such as during emergencies, or scheduled events/occasions (which may occur outside the constraints of regular working hours of 7:00 a.m. to 6:00 p.m.).

- b) Assign a minimum of ten (10) full-time uniformed unarmed security guards, unless otherwise specified by DPSS to provide security patrol at DPSS facilities as needed. The security guards must be adequately briefed regarding their specific assignment and competently trained to handle it on a continual basis until such time that DPSS determines that such staffing is no longer required or necessary.

5.9.1.2 Administration

- a) Collaborate with the DPSS Chief of Investigations or the Chief's appointed designee.
- b) Assign one (1) full-time Account Manager. The Account Manager shall be responsible for ensuring that all DPSS posts are properly supervised and staffed with properly trained security guards. Maintain weekly summary reports and submit to DPSS Investigations Unit upon request.
- c) Obtain verbal and/or written authorization for clearance to work at the specified DPSS office for all security personnel before they are initially assigned, or incur a change in assignment. DPSS will require the right to review the credentials of each assigned security guard prior to approving them.
- d) Provide DPSS with a comprehensive phone list for all the Contractor's key personnel, including but not limited to the President, the Operations Manager, and the Account Manager. The phone list shall provide contact information that will allow DPSS 24-hour access to security services. List shall also include any necessary on-call emergency information.
- e) Obtain prior approval from DPSS in the event that the Contractor opts to use its CONTRACTOR's vehicles or golf carts to patrol DPSS facilities.
- f) Provide all security guards with cell phone and DPSS site managers with cell phones number of the security guard.

5.9.1.3 Security Guard(s) Requirements:

- a) Maintain a written shift log which records all routine security activities during each guards shift. Incidents, such as accidents, unusual events or unlawful acts are to be referenced in the shift log and detailed in an Incident Report. Provide weekly reports as requested by DPSS.
- b) In case of emergency, security guards shall enforce a restrictive admittance policy allowing only DPSS employees with proper identification badge, clients, and law enforcement, in accordance with security procedures.
- c) Security guards will be expected to take lunch on the premises.

5.9.1.4 DPSS Reporting Requirements:

- 5.9.1.4.1 Weekly, submit the following reports to DPSS upon request:
 - a) Summary of Daily Shift Logs/Daily Activity Report;

- 5.9.1.4.2 Monthly, submit a monthly narrative report to DPSS that provides, at a minimum:
 - a) Total number of guards provided during the month per service area;
 - b) Total number of DPSS offices locations served;
 - c) Total number of new hires and terminations;
 - d) Problems that occurred during the month;
 - e) Explanation of how the problems were resolved.
- 5.9.1.4.3 Provide to DPSS the following reports:
- 5.9.1.4.4 Incident Reports (within 24-hours of incident); and
- 5.9.1.4.5 Investigative follow-up reports.
- 5.9.1.5 Scope of Services as detailed in section 1.0 to section 4.3.
- 5.9.1.6 DPSS Office Locations

Service Area	City	Address
AREA #1 - WESTERN COUNTY	Corona	505 S. Buena Vista Ave., Corona
		1373 Old Temescal Rd, Corona
	Moreno Valley	22850 Calle San Juan De Los Layos, Moreno Valley
		23119 Cottonwood Ave. Bldg. B, Moreno Valley
		23119 Cottonwood Ave. Bldg. A, Moreno Valley
		23119 Cottonwood Ave. Bldg. C, Moreno Valley
		12125 Day St. Ste S101, Moreno Valley
		26520 Cactus Ave., Moreno Valley
		22690 Cactus Ave., Moreno Valley
	Norco	3178 Hamner Ave., Norco
	Riverside	2038 Iowa Ave., Riverside
		2530 Third St., Riverside
		3021 Franklin St., Riverside
		7477 Mission Blvd., Riverside
		731 Palmyrita Ave., Riverside
		3315 Park Ave., Riverside
		5473 Mission Blvd., Riverside
		4060 County Circle Drive, Riverside
		10281 Kidd St., Riverside
		10769 Hole Ave., Riverside
		9991 County Farm Rd. A & B, Riverside
		11060 Magnolia Ave., Riverside
		3610 Central Ave. 5th & 6th Floor, Riverside
		3950 Reynolds Rd., Riverside
		4260 Tequesquite Ave., Riverside
	5961 Mission Blvd., Riverside	
	11070 Magnolia Ave., Riverside	
		3315 Park Ave., Riverside
	3950 Reynolds Rd., Riverside	

AREA #2 - MID COUNTY	Banning	161 W. Ramsey, Banning
		63 S. Fourth St., Banning
		901 Ramsey St., Banning
	Lake Elsinore	333 Limited Ave., Elsinore
		575 Chaney St., Elsinore
		1400 Minthorn, Elsinore
	Hemet	43950 Acacia St. Ste. B, Hemet
		1075 N. State St., Hemet
		541 N. San Jacinto St., Hemet
		547 N. San Jacinto St., Hemet
	Murrieta	30755 Auld Rd., Murrieta
	Perris	1151 N. "A" St., Perris
		371 N. Wilkerson Ave Ste. L, Perris
		351 N. Wilkerson Ave., Perris
		2055 N. Perris Blvd, Perris
	Temecula	27464 Commerce Center Dr. Ste. E, Temecula
43264 Business Park Dr. Ste. B1, Temecula		

AREA #3 - EASTERN COUNTY	Blythe	1225 W. Hobson Way, Blythe
	Cathedral City	68-625 Perez Rd. Ste. 2&3, Cathedral City
		68-615 Perez Ste. 8A, Cathedral City
		68-615 Perez Ste. 9A, Cathedral City
	Desert Hot Springs	14-201 Palm Dr. Ste, 109, Desert Hot Springs
		14-201 Palm Dr. Ste. 108, Desert Hot Springs
	Indio	82-675 Highway 111, Ste. 3140, Indio
		48-113 Jackson St., Indio
		47-671 Oasis, Indio
		44-199 Monroe Park., Indio
	Mecca	91-260 Avenue 66, Mecca

- 5.10 The list of all locations listed in this CONTRACT is non-inclusive, and new locations are subject to be added in any or all of the service areas throughout the term of the contract.
- 5.11 Service Area includes all cities and zip codes listed in this CONTRACT that are within the area. See table below.

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/ Gilman	92582 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"/>	Palm Desert	92260
<input type="checkbox"/>	Palm Desert	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

5.12 Riverside County Regional Medical Center Inpatient Treatment Facility (RCRMC ITF):

5.12.1 Riverside County Regional Medical Center (RCRMC) Psychiatric Inpatient Treatment Facility (ITF) and Emergency Treatment Services (ETS) located at 9990 County Farm Road, Riverside, CA 92503. This location requires security services twenty-four (24) hours per day, seven (7) days per week, and three hundred sixty-five (365) days per year.

5.12.2 The ITF is licensed for 77 inpatient beds and provides intensive and acute psychiatric treatment to admitted patients who can be voluntary or involuntary. The ETS serves as a psychiatric emergency department for patients experiencing a psychiatric crisis and/or are in acute mental distress.

5.12.3 Scope of Service Required:

5.12.3.1 CONTRACTOR's Officers will enforce a restrictive admittance policy allowing only County employees with the proper identification badges, clients, visitors, and law enforcement, in accordance with security procedures in secured areas. All other admittance will be with the approval of RCRMC Arlington Campus Administration or, if after hours (i.e.: deliveries and contractors), the Duty Officer. Officers will ensure that visitors entering a secured area have been signed in and issued a visitor's pass by County staff.

5.12.3.2 When observing suspicious persons, packages, and activity in the lobby area,

Officers will report immediately to RCRMC Arlington Campus Administration or the Duty Officer (if after hours and/or weekend).

- 5.12.3.3 Officers will contact Riverside Police and/or fire authority in cases of real emergency, as well as notify appropriate RCRMC Arlington Campus personnel.
- 5.12.3.4 Officers will wand patients and/or visitors prior to entering designated secured areas in the facility.
- 5.12.3.5 In Code Blue medical emergency and Code Green situations, Officers will assist only as requested by Duty Officer or designee.
- 5.12.3.6 On a daily basis, Officers will log and report all serious incidents to the designated facility supervisors and provide Arlington Campus Administration with written report including, but not necessary limited to, bomb threats, accidents involving any person or vehicle, and any acts of violence or theft.
- 5.12.3.7 Officers will patrol County building, grounds, and parking lots on foot, checking all interior and exterior doors every thirty (30) minutes in accordance with County Security Operating Procedures, except during facility visiting hours. Officers will log each foot patrol on the Daily Activity Report.
- 5.12.3.8 Except while escorting visitors, Officers will only enter inpatient units at the request of a RCRMC Supervisor, or designee.
- 5.12.3.9 Contractor will obtain from the RCRMC Arlington Campus Administrator written authorization for all new Security Officers at least twenty-four (24) hours before they are initially assigned (or change in assignment of regular personnel). The County requires the right to review and approve credentials of each assigned Security Officer prior to assignment.
- 5.12.3.10 Contractor will participate with RCRMC Administration, Safety officer, and Sheriff to perform a physical inspection of the facility with the site manager to prepare a vulnerability assessment of the facility and to coordinate a written set of instructions for Security Officers at each duty post. The contractor will work with the County Services Coordinator to develop a partnership in security and to give feedback on security issues.
- 5.12.3.11 All Officers assigned at no time during his/her shift will leave their post, unless requested to do so by an Arlington Campus Duty Officer/Administrator, or designee.
- 5.12.3.12 Contractor will assign an area Security Supervisor to perform on-site visits of Security officers while on duty, at a minimum of once a week per each shift. Contractor will assign an on-site lead officer, Monday through Friday to be responsible for all communication with the Arlington Campus representative.
- 5.12.3.13 Officers will use calming/de-escalation techniques to assist the patient and/or visitors in situations that could become problems.

- 5.12.3.14 Officers shall in no way touch, put their hands, handle any patients, unless through self-defense, engaging in physical contact with a violent patient in order to prevent themselves from being physically attacked, or obstructing patients forward movement in an AWOL attempt. Any Officers found touching a patient who is not AWOL without prior written or verbal approval from Hospital Administrator, Nursing Supervisor, or designee shall immediately be dismissed from duty. In the event Contractor's Officer finds County staff requiring assistance from a violent patient, the guard will immediately alert a Code Green.
- 5.12.3.15 Contractor will assign the same personnel on a continuing basis until such time the County determines that because of personnel problems, certain personnel may no longer be deemed necessary to work at the facility. Arlington Campus Administration and the Contractor will determine how many security personnel are required per shift.
- 5.12.3.16 Contractor will insure an unbiased criminal history report that conforms to all applicable state and federal, regulation, be included in each employee's personnel file. This report shall reveal whether the employee has any felony and/or misdemeanor convictions, and pending cases, including date, nature of offense, sentencing date, disposition, and current status. Contractor will not assign any employee with a criminal history report revealing a felony and/or misdemeanor conviction and/or pending case.
- 5.12.3.17 Contractor will, at their expense, provide proof that all assigned Officers have completed a certified Management of Assaultive Behavior (MAB) course, such as Crisis Prevention Institute (CPI), prior to assignment to the County, to be renewed each year thereafter. CPI is an international training organization committed to best practices and safe behavior management methods that focus on prevention. CPI educates and empowers professionals to create safe and respectful work environments. The cornerstone of CPI is the Nonviolent Crisis Intervention program, which is considered the worldwide standard for crisis prevention and intervention training.
- 5.12.3.18 All Officers assigned to the County must be free from symptoms of infectious disease. All records pertaining to this will be kept in Contractor's office and made available to the County upon request.
- 5.12.3.19 All Officers assigned must have working with mentally ill and/or substance-addicted individuals in a locked environment.

**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 Zone 1 - Western County for December 15, 2015 through July 31, 2016.

Schedule Mode	Unarmed Guard Hourly Rate
REGULAR	\$ <u>13.00</u> /per hour
SUPERVISOR	\$ <u>13.00</u> /per hour
Schedule Mode	Unarmed Guard Hourly Rate with Vehicle
REGULAR	\$ <u>13.00</u> /per hour
SUPERVISOR	\$ <u>13.00</u> /per hour
DPSS	Unarmed Guard Hourly Rate
REGULAR	\$ <u>13.00</u> /per hour
SUPERVISOR	\$ <u>13.00</u> /per hour
RCRMC ITF	Unarmed Guard Hourly Rate
REGULAR	\$ <u>13.00</u> /per hour
SUPERVISOR	\$ <u>13.00</u> /per hour

Service Area Zone 2 – Mid and Southern County for December 15, 2015 through July 31, 2016.

Schedule Mode	Unarmed Guard Hourly Rate
REGULAR	\$ <u>13.00</u> /per hour
SUPERVISOR	\$ <u>13.00</u> /per hour
Schedule Mode	Unarmed Guard Hourly Rate with Vehicle
REGULAR	\$ <u>13.00</u> /per hour
SUPERVISOR	\$ <u>13.00</u> /per hour
DPSS	Unarmed Guard Hourly Rate
REGULAR	\$ <u>13.00</u> /per hour
SUPERVISOR	\$ <u>13.00</u> /per hour

Service Area Zone 3 – Desert and Eastern County for December 15, 2015 through July 31, 2016.

Schedule Mode	Unarmed Guard Hourly Rate
REGULAR	\$ <u>13.00</u> /per hour
SUPERVISOR	\$ <u>13.00</u> /per hour
Schedule Mode	Unarmed Guard Hourly Rate with Vehicle
REGULAR	\$ <u>13.00</u> /per hour
SUPERVISOR	\$ <u>13.00</u> /per hour
DPSS	Unarmed Guard Hourly Rate
REGULAR	\$ <u>13.00</u> /per hour
SUPERVISOR	\$ <u>13.00</u> /per hour

Service Area Zone 1 - Western County for August 1, 2016 through July 31, 2017.

Schedule Mode	Unarmed Guard Hourly Rate
REGULAR	\$ <u>13.00</u> /per hour
SUPERVISOR	\$ <u>13.00</u> /per hour
Schedule Mode	Unarmed Guard Hourly Rate with Vehicle
REGULAR	\$ <u>13.00</u> /per hour
SUPERVISOR	\$ <u>13.00</u> /per hour
DPSS	Unarmed Guard Hourly Rate
REGULAR	\$ <u>13.00</u> /per hour
SUPERVISOR	\$ <u>13.00</u> /per hour
RCRMC ITF	Unarmed Guard Hourly Rate
REGULAR	\$ <u>13.00</u> /per hour
SUPERVISOR	\$ <u>13.00</u> /per hour

Service Area Zone 2 – Mid and Southern County for August 1, 2016 through July 31, 2017.

Schedule Mode	Unarmed Guard Hourly Rate
REGULAR	\$ <u>13.00</u> /per hour
SUPERVISOR	\$ <u>13.00</u> /per hour
Schedule Mode	Unarmed Guard Hourly Rate with Vehicle
REGULAR	\$ <u>13.00</u> /per hour
SUPERVISOR	\$ <u>13.00</u> /per hour
DPSS	Unarmed Guard Hourly Rate
REGULAR	\$ <u>13.00</u> /per hour
SUPERVISOR	\$ <u>13.00</u> /per hour

Service Area Zone 3 – Desert and Eastern County for August 1, 2016 through July 31, 2017.

Schedule Mode	Unarmed Guard Hourly Rate
REGULAR	\$ <u>13.00</u> /per hour
SUPERVISOR	\$ <u>13.00</u> /per hour
Schedule Mode	Unarmed Guard Hourly Rate with Vehicle
REGULAR	\$ <u>13.00</u> /per hour
SUPERVISOR	\$ <u>13.00</u> /per hour
DPSS	Unarmed Guard Hourly Rate
REGULAR	\$ <u>13.00</u> /per hour
SUPERVISOR	\$ <u>13.00</u> /per hour

Service Area Zone 1 - Western County for August 1, 2017 through July 31, 2018.

Schedule Mode	Unarmed Guard Hourly Rate
REGULAR	\$ <u>13.00</u> /per hour
SUPERVISOR	\$ <u>13.00</u> /per hour
Schedule Mode	Unarmed Guard Hourly Rate with Vehicle
REGULAR	\$ <u>13.00</u> /per hour
SUPERVISOR	\$ <u>13.00</u> /per hour
DPSS	Unarmed Guard Hourly Rate
REGULAR	\$ <u>13.00</u> /per hour
SUPERVISOR	\$ <u>13.00</u> /per hour
RCRMC ITF	Unarmed Guard Hourly Rate
REGULAR	\$ <u>13.30</u> /per hour
SUPERVISOR	\$ <u>13.00</u> /per hour

Service Area Zone 2 – Mid and Southern County for August 1, 2017 through July 31, 2018.

Schedule Mode	Unarmed Guard Hourly Rate
REGULAR	\$ <u>13.00</u> /per hour
SUPERVISOR	\$ <u>13.00</u> /per hour
Schedule Mode	Unarmed Guard Hourly Rate with Vehicle
REGULAR	\$ <u>13.00</u> /per hour
SUPERVISOR	\$ <u>13.00</u> /per hour
DPSS	Unarmed Guard Hourly Rate
REGULAR	\$ <u>13.00</u> /per hour
SUPERVISOR	\$ <u>13.00</u> /per hour

Service Area Zone 3 – Desert and Eastern County for August 1, 2017 through July 31, 2018.

Schedule Mode	Unarmed Guard Hourly Rate
REGULAR	\$ <u>13.00</u> /per hour
SUPERVISOR	\$ <u>13.00</u> /per hour
Schedule Mode	Unarmed Guard Hourly Rate with Vehicle
REGULAR	\$ <u>13.00</u> /per hour
SUPERVISOR	\$ <u>13.00</u> /per hour
DPSS	Unarmed Guard Hourly Rate
REGULAR	\$ <u>13.00</u> /per hour
SUPERVISOR	\$ <u>13.00</u> /per hour

Service Area Zone 1 - Western County for August 1, 2018 through July 31, 2019.

Schedule Mode	Unarmed Guard Hourly Rate
REGULAR	\$ <u>13.00</u> /per hour
SUPERVISOR	\$ <u>13.00</u> /per hour
Schedule Mode	Unarmed Guard Hourly Rate with Vehicle
REGULAR	\$ <u>13.00</u> /per hour
SUPERVISOR	\$ <u>13.00</u> /per hour
DPSS	Unarmed Guard Hourly Rate
REGULAR	\$ <u>13.00</u> /per hour
SUPERVISOR	\$ <u>13.00</u> /per hour
RCRMC ITF	Unarmed Guard Hourly Rate
REGULAR	\$ <u>13.00</u> /per hour
SUPERVISOR	\$ <u>13.00</u> /per hour

Service Area Zone 2 – Mid and Southern County for August 1, 2018 through July 31, 2019.

Schedule Mode	Unarmed Guard Hourly Rate
REGULAR	\$ <u>13.00</u> /per hour
SUPERVISOR	\$ <u>13.00</u> /per hour
Schedule Mode	Unarmed Guard Hourly Rate with Vehicle
REGULAR	\$ <u>13.00</u> /per hour
SUPERVISOR	\$ <u>13.00</u> /per hour
DPSS	Unarmed Guard Hourly Rate
REGULAR	\$ <u>13.00</u> /per hour
SUPERVISOR	\$ <u>13.00</u> /per hour

Service Area Zone 3 – Desert and Eastern County for August 1, 2018 through July 31, 2019.

Schedule Mode	Unarmed Guard Hourly Rate
REGULAR	\$ <u>13.00</u> /per hour
SUPERVISOR	\$ <u>13.00</u> /per hour
Schedule Mode	Unarmed Guard Hourly Rate with Vehicle
REGULAR	\$ <u>13.00</u> /per hour
SUPERVISOR	\$ <u>13.00</u> /per hour
DPSS	Unarmed Guard Hourly Rate
REGULAR	\$ <u>13.00</u> /per hour
SUPERVISOR	\$ <u>13.00</u> /per hour

PERSONAL SERVICE AGREEMENT

for

RIVERSIDE COUNTY UNARMED SECURITY GUARD SERVICES

between

COUNTY OF RIVERSIDE

and

POWER SECURITY GROUP



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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. This Agreement is designated as the Quaternary contract and the CONTRACTOR acknowledges the designation.

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 compensation shall be split amongst the primary, secondary, tertiary, and Quaternary CONTRACTORS based on the ability of the lower cost vendor to fulfil the requirement. Should the lower cost (primary) awardee not be able to fulfil the requirement, then the secondary awardee would be offered the opportunity and continue as such until the requirement can be fulfilled. 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-99046-003-07/19); 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 \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

D. 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: Marion Ashley

Signature: Sid Hashemi

Print Name: Marion Ashley

Print Name: Sid Hashemi

Title: Chairman, Board of Supervisors

Title: President

Dated: DEC 15 2015

Dated: 12-7-2015

ATTEST:

Kecia Harper-Ihem
Clerk of the Board

By: Kullu Bhatia
Deputy

APPROVED AS TO FORM:

Gregory P. Priamos
County Counsel

By: Neal Kipnis
Neal Kipnis,
Deputy County Counsel

**EXHIBIT A
SCOPE OF SERVICE**

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 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.
- 1.3 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.
- 1.4 Riverside 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 CONTRACTOR's security guards must pass Homeland Security Background Check at the CONTRACTOR's expense and provide copy upon award of bid to the COUNTY.
- 2.5 Copy of permanent (**not temporary**) Individual State Guard License.
- 2.6 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.

- 2.7 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.
- 2.8 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:
- 2.8.1 Cross-train security guards on COUNTY facilities/assignments, to ensure proper coverage in the event of call-offs.
 - 2.8.2 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.
 - 2.8.3 Training may also include specific practices as specified in the curriculum developed by COUNTY.
 - 2.8.4 Training shall be conducted by a designated trainer(s). Provide COUNTY agency with a copy of the training conducted.
 - 2.8.5 Security guards trainees who have not been previously assigned to a COUNTY facility shall receive a minimum of 40-hours of formal training prior to being assigned to a COUNTY facility. In addition, they are required to receive a minimum of 8-hours of on-site training with a Supervisor or veteran security guard prior to being scheduled to work at a location alone.
 - 2.8.6 Security guard trainees shall receive 32 additional hours of training for the remainder of the year, and at least 10-hours of training annually, thereafter.
 - 2.8.7 Maintain training logs that document security guard name, training topic, date of training, length of training, and the printed names and signatures of both the security guards receiving training and the instructor conducting the training.
 - 2.8.8 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.
- 2.9 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.
- 2.10 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:
- 2.10.1 Full legal name, and any aliases;
 - 2.10.2 Date of birth;
 - 2.10.3 California driver's license number;
 - 2.10.4 Current address and telephone number (residence);
 - 2.10.5 One current color photograph (at least 2" X 3" full face front, head and shoulders only)

- 2.10.6 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.
- 2.10.7 Contractor's criminal background investigation.
- 2.10.8 Personal references and credit history checks.
- 2.10.9 Physical and drug/alcohol testing.
- 2.10.10 Copy of the First Aid/CPR certification/completion.
- 2.10.11 Copy of all required training documentation.
- 2.11 Selected security guard must possess and exercise strong personal interactive skills in dealing with the public.
- 2.12 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.
- 2.13 Notify COUNTY designee immediately when guards at the assigned posts per scheduled are absent or tardy.
- 2.14 It is required that the security supervisor will perform on-site visits of each security guard on duty, as a minimum, once per week per shift.
- 2.15 It shall be the responsibility of the CONTRACTOR, to perform a physical inspection of the facility with the site manager to prepare a vulnerability assessment of the complex and to coordinate a written set of instructions for security guards at each duty post. The CONTRACTOR is to work with COUNTY staff to develop a partnership in security and to give feedback on security issues.
- 2.16 CONTRACTOR Supervisor Quality Assurance Requirements include at the minimum, weekly (unannounced or announced) inspections of each COUNTY facility where security guards are assigned. Inspections are to be conducted by the CONTRACTOR (management personnel), and shall be documented in a Weekly Activities Reports log. The CONTRACTOR will work with the COUNTY to coordinate scheduled inspections. The CONTRACTOR is expected to make contact with the COUNTY agency to determine the progress of the services provided, identify problems that need to be addressed, and offer immediate corrective measures. Sites that are deemed more vulnerable may be inspected on a more frequent basis. Meetings will also be held upon request of either the COUNTY or the CONTRACTOR.
- 2.17 The Contractor's management personnel are required to review the Post Orders for completion, accuracy, address COUNTY directives, ensure that all security guards are trained to execute the duties required of their posts, and that each security guard is following the written set of instruction at each post. Post Orders are to remain on-site at all locations where a security guard is assigned.
- 2.18 Make recommendations on any necessary physical and systems upgrades.
- 2.19 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
- 2.20 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.
- 2.21 Must be capable of providing service at all locations listed without using subcontractors.

3.0 Security Guards:

- 3.1 Develop written Post Orders that describe the security plan and specific post duties for each location that a security guard is to be assigned. On-time response scenario and situations should be included within these instructions. Post orders shall be approved by the COUNTY designee and will include, but are not limited to the following:
 - a) Timing of specific duties to be discharged, such as locking and opening doors, turning lights off and on, etc.;
 - b) Checking critical devices such as the security system alarm and/or fire panel, valves, or gauges, as required per facility on an as needed basis;
 - c) Required reading and signing updates of Post Orders to confirm the guards understanding and compliance; and
 - d) Contractor's management personnel documentation of post checks and on-the-job training.
- 3.2 The Security Guard on duty at each location will work primarily in the customer lobby and work area, but will also perform external security "perimeter" checks of outside doors and parking areas within the complex at least once every hour.
- 3.3 Security Guard is required to notify their employer of being given any COUNTY owned equipment, property and/or keys or key cards. Security services management will establish guidelines, orders and safeguards for such items.
- 3.4 Security guard will be required his/her own CONTRACTOR issued safety gear.
- 3.5 All assigned security guard will carry and be fully trained in the use of portable communications units (cell phones, radios) and maintain the ability to readily communicate with the assigned COUNTY staff, and with other agencies, such as fire, police, and ambulances at all times during working hours.
- 3.6 Guards are expected to display a professional image and manner at all times while on duty. Consistent with this is the expectation that guards will be focused on being alert to their surroundings at all times while on duty and will not be engaged in any activities that distract them (i.e. reading, eating, smoking etc.) from the performance of their assigned duties.
- 3.7 Security guards shall have normal concern for their own physical safety and shall take reasonable precautions not to place themselves in situations, which would encourage violence or abuse against them or other persons in the area.
- 3.8 Security guards shall log and report (on a daily basis) all serious incidents to the COUNTY designee including, but not limited to, any bomb threats, accidents to any member of the public or personnel and/or vehicles, acts of violence, theft, and for all incidents which require the response of emergency personnel.
- 3.9 The security log will be maintained and remain the property of the COUNTY. All routine and serious incidents will be logged and reported (on a daily basis), including but not limited to, any bomb threats, accidents to Personnel, acts of violence, theft, visitors and their reason for being at the facility after normal business hours include vehicle number, license plate, make and model of the vehicle.
- 3.10 Security guards shall patrol County facilities on foot, checking all interior and exterior doors according to established guidelines specified in the Post Orders for the location in which the officer has been assigned. Security guard must also log in as indicated in the Post Orders for each COUNTY facility.
- 3.11 Security guards shall monitor the surveillance monitor (if provided) for any unusual or suspicious behavior and investigate as necessary.
- 3.12 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.

4.0 Uniforms

4.1 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

4.2 CONTRACTOR logo must be identified on the uniform.

4.3 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.

5.0 Locations and Hours:

5.1 **Assessor - County Clerk Recorder (ACR):**

5.1.1 Days and Hours for Assessor-County Clerk-Recorder

5.1.1.1 Location: Assessor-Clerk Recorders Offices 38686 El Cerrito Road, Palm Desert, CA 92211.

5.1.1.2 Hours of Duty: 6:00 am to 5:30 pm Monday – Friday excluding County holidays.

5.1.1.3 As needed basis, in whole or in part, Saturday and Sunday 8:00 am – 5:00 pm.

5.1.1.4 As needed basis, in whole or in part, nightly rover: 8:30 pm - 5:00 am.

5.1.2 Post Duties

5.1.2.1 Unarmed security guard is required to be at the assigned post no later than 6:00am.

5.1.2.2 Unarmed security guard will be permitted to take two (2) fifteen-minute breaks.

5.1.2.3 Unarmed security guard is required to stay on premises while on lunch break.

5.1.2.4 Unarmed security guard will be provided a list of County Holidays the first day of work.

5.1.2.5 Unarmed security guard will be provided dates to be worked that are generally County Holidays, but mandated by law for the office to be open.

5.1.2.6 At all times remain vigilant and aware of crowd control loitering.

5.1.2.7 Anytime more than two people appear to congregate in an area that blocks entrances/exits or creates a logical hindrance for safety, establish a presence in an effort to resolve the situation. Unarmed Guard will request the parties to keep a clear path or move along as applicable.

5.1.2.8 Anytime a discrepancy exists or an incident occurs in the course of the duties below, an "Incident Form" shall be provided to the designated ACR staff before physically leaving the premises at 38686 El Cerrito Road. If the incident threatens the well begin of employees or the public call 911 or notify a manager as applicable.

5.1.3 Perimeter Rounds:

- 5.1.3.1 6:00 am Turn on building lights and walk the interior and exterior perimeter of 38686 El Cerrito Road.
- 5.1.3.2 8:00 am unlock the front lobby doors.
- 5.1.3.3 Once per hour of shift: Visit each public service area and view the entire area that the public may access for 38686 El Cerrito Road.
- 5.1.3.4 9:00 am – 11:00 am (different time each morning): Walk the perimeter of 38686 El Cerrito Road.
- 5.1.3.5 2:00 pm – 4:00 pm (different time each afternoon): Walk the perimeter of 38686 El Cerrito Road.
- 5.1.3.6 5:00 pm at 38686 El Cerrito Rd lock and close the front lobby doors.
- 5.1.3.7 Check every door at the end of each shift to determine if they are closed and locked and no one without a key card can enter the building.
- 5.1.3.8 Post-holiday signage 7 business day before the holiday at all the public entrances of 38686 El Cerrito Road.
- 5.1.3.9 Monitor the public and employee parking lots during large weddings.
- 5.1.3.10 COUNTY may provide Security Guard generic e-mail for communication.

5.1.4 Potential Service:

- 5.1.4.1 Weddings: 8:30 am-1:30 pm monitor 38686 El Cerrito Road on the second and fourth Saturdays of each month. (Weekends are subject to change according to holidays.) Assessor-County Clerk Recorder may potentially perform large wedding ceremonies on these days. Dates to the work will be provided by the COUNTY.
- 5.1.4.2 Night Roving Guard Patrol On an as needed basis, in whole or in part 5:30 pm to 5:00 am.
 - 5.1.4.2.1 The purpose of this service is to deter property damage, theft and acts of malicious mischief.
 - 5.1.4.2.2 Location: Assessor-Clerk Recorders Offices 38686 El Cerrito Road, Palm Desert, Ca. 92211 (perimeter check).
 - 5.1.4.2.3 Provide patrol service at one location 3 times a night in a marked security vehicle.
 - 5.1.4.2.3.1 8:30 pm – 10:00 pm (First night patrol hours may fluctuate)
 - 5.1.4.2.3.2 11:30 pm – 2:00 am (Second night patrol hours may fluctuate)
 - 5.1.4.2.3.3 3:00 am – 5:00 am (Third night patrol hours may fluctuate)
 - 5.1.4.2.4 Post Duties: Guard will check all doors, windows and check parking areas.

5.1.5 Scope of Services as detailed in section 1.0 to section 4.3.

5.2 Department of Child Support Services (DCSS):

5.2.1 Hours and Locations

- 5.2.1.1 Monday-thru-Friday, 8:00 am to 5:00 pm excluding holidays
- 5.2.1.2 The security guard is required to be at his/her assigned post no later than 8:00 am arriving at these following locations 2081 Iowa Ave, Riverside; 1370 South State Street, San Jacinto; and 47-950 Arabia Street, Indio.
- 5.2.1.3 San Jacinto Guard on duty will also patrol the 880 N. State Street, Hemet Family Law Office twice per day on Wednesday and Thursday only between 8:00 am to 1:00 pm, travel time is 0.84 mile/1 minute one way, 1.68 miles/3 minutes round trip, a total of 3.36 mile/6 minutes twice a day, and a total of 6.72 miles/12 minutes for two days per week.
- 5.2.1.4 San Jacinto Guard will be permitted to spend at least 15 minutes minimum per patrol at the 880 N. State Street, Hemet location.
- 5.2.1.5 Guard lunch schedule is as followed: Guard must take one (1) hour lunch at 11:00 am, 11:30 am, or 12:00 pm on an alternating basis for security purposes.
- 5.2.1.6 Guard will be permitted to take two (2) ten-minute breaks.
- 5.2.1.7 Guard will be permitted to leave the premises while on lunch break.
- 5.2.1.8 Security guard will be provided a list of County Holidays the first day of work.
- 5.2.1.9 Estimated 40 Hours per week, per guard, 120 Hours Total. The COUNTY may change work hours as needed. Two (2) day notice will be given on any change in work hours. The COUNTY does not guarantee any amount of services to any vendors or vendors at any time.
- 5.2.1.10 Locations for Services:
 - 5.2.1.10.1 2081 Iowa Avenue, Riverside, CA 92507-2414
 - 5.2.1.10.2 1370 S. State Street, San Jacinto, CA 92583-4933
 - 5.2.1.10.3 880 N. State Street, Hemet, CA 92543-1459
 - 5.2.1.10.4 47-950 Arabia Street, Indio, CA 92001-6828

5.2.2 Scope of Services as detailed in section 1.0 to section 4.3.

5.3 Riverside County Information Technology Department (RCIT):

5.3.1 Hours and Locations

- 5.3.1.1 During permitted breaks Guard will have to be relieved by another Guard provided by Contractor.
- 5.3.1.2 Security guard will be provided a list of County Holidays the first day of work.
- 5.3.1.4 One guard at each location, 24 hours per day, 7 days per week.
- 5.3.1.5 Locations for Services:
 - 5.3.1.5.1 3450 Fourteenth Street, Riverside, CA 92501
 - 5.3.1.5.2 1960 Chicago Avenue, Riverside, CA 92507
 - 5.3.1.5.3 82695 Dr. Carreon Blvd., Indio, CA 92201

5.3.2 Scope of Services as detailed in section 1.0 to section 4.3.

5.4 Mental Health (MH):

- 5.4.1 Scope of Service as detailed in section 1.0 through section 4.3
- 5.4.2 Hours and Locations:

Hemet Mental Health Clinic 650 N. State St. Hemet, CA 92543 Shift: 8:00am – 6:00pm Excludes Weekend	The Meyers Building 3075 Meyers St. Riverside, CA 92503 Shift: 5:00pm – 8:00am Monday – Friday Weekends – 24hrs/day	The Meyers Building 3125 Meyers St. Riverside, CA 92503 Shift: 5:00pm– 8:00am Monday – Friday Weekends – 24hrs/day
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5.5 Department of Public Health (DOPH):

- 5.5.1 Scope of Service as detailed in section 1.0 through section 4.3
- 5.5.2 Hours and Locations:

Banning Family Care Center 3055 W. Ramsey Banning, CA 92220 Shift: 8:30am - 5:30pm Excludes Weekends	Corona Family Care Center 505 S. Buena Vista Ave. Corona, CA 92882 Shift: 8:30am - 5:30pm Excludes Weekend	Don Schroeder/Rubidoux 5256 Mission Blvd. Jurupa Valley, CA 92509 Shift: 9:00am - 6:00pm Excludes Weekend
Hemet Family Care Center 880 N. State Street Hemet, CA 92543 Shift: 9:00am - 6:00pm Excludes Weekend	Indio Family Care Center 47-923 Oasis Street Indio, CA 92201 Shift: 8:30am - 5:30pm Excludes Weekend	Jurupa Family Care Center 9415 Mission Blvd. Jurupa Valley, CA 92509 Shift: 8:30am - 5:30pm Excludes Weekend
Lake Elsinore Family Care Center 2499 E. Lakeshore Dr. Lake Elsinore, CA 92530 Shift: 8:30am - 5:30pm Excludes Weekend	Palm Springs Family Care Center 1515 N. Sunrise Way Palm Springs, CA 92262 Shift: 11:00am - 8:00pm Monday 8:30am - 5:30pm Tuesday – Friday 8:00am – 5:00pm Saturday	Perris Family Care Center 308 San Jacinto Blvd. Perris, CA 92570 Shift: 8:30am - 5:30pm Excludes Weekend
Administration Building 4065 County Circle Drive Riverside, CA 92503 24 Hours/7 Days a Week	Riverside Neighborhood Clinic 7140 Indiana Ave. Riverside, CA 92504 Shift: 11:00am – 7:30pm Excludes Weekend	

5.6 Transportation and Land Management Agency (TLMA):

5.6.1 Hours and Locations

- 5.6.1.1 Monday - Friday- 5:00 p.m. to 6:00 a.m. Weekdays.
- 5.6.1.2 Weekends/Holidays 24 hr. shifts from Friday 5:00 p.m. to Monday 6:00 a.m.
- 5.6.1.3 The security guard is required to be at his/her assigned post no later than 5:00 pm.
- 5.6.1.4 Saturdays, Sundays and Holidays are twenty four hour shifts.
- 5.6.1.5 Guard will be permitted to take two (2) fifteen-minute breaks and ½ hour lunch-break.

- 5.6.1.7 Guard is required to stay on premises while on lunch break.
- 5.6.1.8 Security guard will be provided a list of County Holidays the first day of work.
- 5.6.1.9 Estimated Hours per week is 112. The COUNTY may change work hours as needed. Two (2) day notice will be given on any change in work hours. The COUNTY does not guarantee any amount of services to any vendors or vendors at any time.
- 5.6.1.10 County of Riverside, TLMA Yard
2950 Washington Street
Riverside, CA 92504

5.6.2 Scope of Services as detailed in section 1.0 to section 4.3.

5.7 Economic Development Agency / Library (EDA):

5.7.1 Days and Hours for County Sites

- 5.7.1.1 Location #1: San Jacinto Library * Joint use library at San Jacinto High
500 Idyllwild Avenue
San Jacinto, CA 92583

School Not in Session: June 10, 2013 - August 9, 2013; November 25 - 29, 2013; December 20, 2013 – January 10, 2014; February 17 – 21, 2014; April 7 – 11, 2014;

Mon 10:00am-6:15pm; Tues 10:00am-7:15pm; Wed 10:00am-7:15pm; Thurs 10:00am-7:15pm; Fri 10am-7:00pm; Sat 9am-1pm

School in Session: All other weeks, Mon 2:30-6:15pm; Tues 2:30-7:15pm; Wed 2:30-7:15pm; Thurs 2:30-7:15pm; Fri 12:50-6:15pm; Sat 9am-1:00pm

- 5.7.1.2 Location #2: Perris Library

163 E. San Jacinto
Perris, CA 92570

Security Hours: Mon 2:15pm-6:15pm; Tues 2:15pm-8:15pm; Wed 2:15pm-8:15pm; Thurs 2:15pm-6:15pm; Fri 12:15pm-6:15pm; Sat 2:15pm-6:15pm; Sun 1:15pm-5:15pm

- 5.7.1.3 Location #3: Rubidoux Library

5840 Mission Blvd.
Riverside, CA 92509

Security Hours Needed: Mon 12:00pm-6:00pm; Tues 12:00pm-6:00pm; Wed 12:00pm-6:00pm; Thurs 12:00pm-8:00pm; Fri 12pm-6pm; Sat 12:00pm-6:00pm; Sun 1pm-5pm

- 5.7.1.4 Location #4: Home Gardens Library

3785 Neece Street
Corona, CA 92879

Security Hours Needed: Mon 3pm-8pm; Tues 3pm-8pm; Wed 3pm-6pm; Thurs 3pm-6pm; Fri 2pm-5pm

5.7.1.5 Location #5: Valle Vista Library

25757 Fairview Ave.

Hemet, CA 92544

Security Hours Needed: Mon 1pm-7pm; Tues 1pm-6pm; Wed 1pm-7pm;

Thurs 1pm-6pm; Fri 1pm-5pm

5.7.1.6 Location #6: Grace Mellman Library

41000 County Center

Temecula, CA 92591

Security Hours Needed: Mon 11pm-7pm; Tues 11pm-7pm; Wed 10pm-6pm;

Thurs 10pm-6pm; Fri 1pm-5pm; Sat 1pm-5pm

- a) Security guard is required to be on site no later than 15 minutes before start of a shift.
- b) Security guard shall be permitted to take two (2) fifteen-minute breaks and one ½ hour lunch- break.
- c) Security guard is required to stay on the premises while on breaks and lunch.
- d) Observed Holidays are at COUNTY discretion.

5.8 Waste Management (WM):

5.8.1 Scope of Services as detailed in section 1.0 to section 4.3.

5.8.2 Locations:

5.8.2.1 Head Quarter (HQ) – 14310 Frederick St., Moreno Valley, CA.

5.8.2.2 Badlands Landfill – 41125 Ironwood Ave., Moreno Valley, CA.

5.8.2.3 Lamb Canyon Landfill – 16411 Lamb Canyon Rd., Beaumont, CA.

5.8.3 Contacts: contact information to be given upon award of agreement

5.8.4 One guard per location.

5.8.5 HQ – 7 days a week. Weekday hours are from 5:00pm to 7:30 am. Weekends from Friday 5:00pm to Saturday 8:00am and then guard duty resuming at Saturday 5:00pm to Monday at 7:30am.

5.8.6 Badlands and Lamb Canyon Landfill – 2 days a week. The guard duty will begin Saturday at 4:30 p.m. and end Monday at 6:30 a.m. The guard service will be required to work on holidays where HQ offices are closed. Also, the guard service will be required to work holidays when the landfill is closed.

5.8.7 The guard at HQ will need a vehicle. The guard at the landfill sites will require a 4 wheel drive vehicle.

5.9 Department of Public Social Services (DPSS):

5.9.1 Security Firm(s) Requirements:

5.9.1.1 General Services:

- a) The security firm(s) will be required to provide unarmed guard services for security patrol 24-hours per day at DPSS facilities, whereby security personnel assigned to each facility shall maintain strict client confidentiality at all times. However, this does not mean that there will be 24-hour, round the clock service at most locations. The security firm must be available to provide security guard services under circumstances where coverage is subject to be needed at any or all hours (24-hours, 7 days a week), such as during emergencies, or scheduled events/occasions (which may occur outside the constraints of regular working hours of 7:00 a.m. to 6:00 p.m.).

- b) Assign a minimum of ten (10) full-time uniformed unarmed security guards, unless otherwise specified by DPSS to provide security patrol at DPSS facilities as needed. The security guards must be adequately briefed regarding their specific assignment and competently trained to handle it on a continual basis until such time that DPSS determines that such staffing is no longer required or necessary.

5.9.1.2 Administration

- a) Collaborate with the DPSS Chief of Investigations or the Chief's appointed designee.
- b) Assign one (1) full-time Account Manager. The Account Manager shall be responsible for ensuring that all DPSS posts are properly supervised and staffed with properly trained security guards. Maintain weekly summary reports and submit to DPSS Investigations Unit upon request.
- c) Obtain verbal and/or written authorization for clearance to work at the specified DPSS office for all security personnel before they are initially assigned, or incur a change in assignment. DPSS will require the right to review the credentials of each assigned security guard prior to approving them.
- d) Provide DPSS with a comprehensive phone list for all the Contractor's key personnel, including but not limited to the President, the Operations Manager, and the Account Manager. The phone list shall provide contact information that will allow DPSS 24-hour access to security services. List shall also include any necessary on-call emergency information.
- e) Obtain prior approval from DPSS in the event that the Contractor opts to use its CONTRACTOR's vehicles or golf carts to patrol DPSS facilities.
- f) Provide all security guards with cell phone and DPSS site managers with cell phones number of the security guard.

5.9.1.3 Security Guard(s) Requirements:

- a) Maintain a written shift log which records all routine security activities during each guards shift. Incidents, such as accidents, unusual events or unlawful acts are to be referenced in the shift log and detailed in an Incident Report. Provide weekly reports as requested by DPSS.
- b) In case of emergency, security guards shall enforce a restrictive admittance policy allowing only DPSS employees with proper identification badge, clients, and law enforcement, in accordance with security procedures.
- c) Security guards will be expected to take lunch on the premises.

5.9.1.4 DPSS Reporting Requirements:

- 5.9.1.4.1 Weekly, submit the following reports to DPSS upon request:
 - a) Summary of Daily Shift Logs/Daily Activity Report;
 - b) Weekly Activities Report; and
- 5.9.1.4.2 Monthly, submit a monthly narrative report to DPSS that provides, at a minimum:
 - a) Total number of guards provided during the month per service area;