

**AGREEMENT TO PROVIDE UNIFORMED SECURITY GUARD SERVICES FOR THE COUNTY OF MONTEREY**

This AGREEMENT is made and entered into by and between the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County", and First Alarm Security & Patrol, Inc., hereinafter referred to as "CONTRACTOR."

**RECITALS**

- A. WHEREAS, the County has invited proposals through the Request for Proposals (RFP) #10185 for Uniformed Security Guard Services in accordance with the specifications set forth in this AGREEMENT; and
- B. WHEREAS, CONTRACTOR has submitted a responsive and responsible proposal to perform such services; and
- C. WHEREAS, CONTRACTOR has the expertise and capabilities necessary to provide the services requested.

NOW THEREFORE, the County and CONTRACTOR, for the consideration hereinafter named, agree as follows:

**PERFORMANCE OF THE AGREEMENT**

After consideration and evaluation of the CONTRACTOR'S proposal, the County hereby engages the CONTRACTOR to provide the services set forth in RFP #10185 and in this AGREEMENT on the terms and conditions contained herein and in RFP #10185. The intent of this AGREEMENT is to summarize the contractual obligations of the parties. The component parts of this AGREEMENT include the following:

- RFP #10185 dated October 7, 2009
- Addendum #1
- CONTRACTOR'S Proposal dated October 30, 2009 including all attachments and exhibits, to RFP #10185
- AGREEMENT
- Certificate of Insurance
- Additional Insured Endorsements

All of the above-referenced contract documents are intended to be complementary. Work required by one of the above-referenced contract documents and not by others shall be done as if required by all. In the event of a conflict between or among component parts of the contract, the

contract documents shall be construed in the following order: AGREEMENT, General Requirements and General Provisions, CONTRACTOR's Proposal (with all attachments and exhibits), RFP #10185, Addendum #1, Certificate of Insurance, and Additional Insured Endorsements.

**1.0 SCOPE OF SERVICE**

- 1.1 Armed/Unarmed Security Guards services shall be provided in accordance with sections 11105, 12002, and 12033 of the California Penal Code and sections 7583.5 and 7583.12 of the California Business and Professions Code.
- 1.2 CONTRACTOR's security guards shall be capable of performing duties independently, receiving general operational direction, and shall not require on going supervision by the County.
- 1.3 CONTRACTOR's security guards providing services under this AGREEMENT are subject to federal and state laws, regulations, and rules pertaining to the confidentiality of information contained in department files and automated records. CONTRACTOR's security guards will receive training about confidentiality and any conflicts of interest matters, the training will be conducted by the County.
  - 1.3.1 Breach of confidentiality and/or conflict of interest laws, regulations, or rules by an assigned security guard shall be grounds for replacement of that guard, who may also face possible civil and/or criminal action.
- 1.4 The County has the right to decline the services of a security guard at any time without stating a cause at that time, and CONTRACTOR shall replace the guard in question within two hours of receiving an oral request from the County.
  - 1.4.1 The County shall provide a follow up written record stating the cause leading to the refusal of the security guard service within 15 days from the time of an incident.
    - 1.4.1.1 CONTRACTOR agrees that the replacement guard shall complete the unfinished assignment shift of the original assigned guard at no additional cost to the County beyond charges for the original shift.
- 1.5 Security guards employed by CONTRACTOR shall be properly registered as Armed/Unarmed Security Guards with the State of California and licensed for weapons pursuant to the California Penal Code.
  - 1.5.1 All security guards employed by CONTRACTOR shall possess a valid Guard Registration Card and, if applicable, a valid Firearm Qualification Card.
- 1.6 As requested by County, CONTRACTOR shall require its key security guards and management staff to attend security and safety related meetings conducted by County at no additional cost to the County.

- 1.7** CONTRACTOR shall provide the County with a primary contact person for the general administration of this AGREEMENT.
- 1.7.1 The primary contact person shall be available by phone to respond to service request calls made by the County on a 24/7, 365/366 days per year basis.
- 1.8** CONTRACTOR shall ensure that security guards present a neat & business-like appearance.
- 1.8.1 The security guards shall conduct themselves with courteous professionalism at all times.
- 1.9** If any license, permit, or approval is necessary from any agency whatsoever for the service or work to be performed pursuant to the terms and conditions of this AGREEMENT, CONTRACTOR shall obtain such approvals at its own expense prior to commencement of said work or service under this AGREEMENT.
- 1.10** CONTRACTOR shall provide the County with a list of security guards who will be assigned to provide services under RFP #10185.
- 1.10.1 For each security guard listed CONTRACTOR shall provide the following information:
- 1.10.1.1 Security guard's full name
  - 1.10.1.2 Security guard's date of birth
  - 1.10.1.3 CA State Bureau of Security Guard license number
  - 1.10.1.4 Security guard's home address, both current address and addresses from the previous three (3) years.
- 1.10.2 CONTRACTOR shall update the County list of security guards as personnel changes are made.
- 1.11** CONTRACTOR shall provide security guards 24 hours, 7 days a week as directed by County.
- 1.12** Security Guard Services include but are not limited to:
- 1.12.1 Guards shall perform foot patrols of employee parking areas a minimum of four (4) times per hour.
  - 1.12.2 Guards shall observe and report any damage to property or suspicious activity to County.
  - 1.12.3 Guards shall observe, investigate, and report issues related to parked vehicles such as car break-ins, lights left on, registration tag missing, flat tires, etc., to County.
  - 1.12.4 Guards may be required to make badges and proximity cards (access cards).
  - 1.12.5 Guards are required to perform an annual site assessment report.
  - 1.12.6 Guards shall provide parking lot enforcement (tickets and warnings).
  - 1.12.7 Guards shall provide fire watch as needed.
  - 1.12.8 Guards shall respond to all activated panic and specific code alarms at each location.

- 1.13 CONTRACTOR requirements:
  - 1.13.1 CONTRACTOR shall provide County departments, which are contracting for uniformed guard security services, with the following:
    - 1.13.1.1 Training programs for staff on an annual basis.
    - 1.13.2.2 Site assessment reports annually.
    - 1.13.3.3 Daily updated activity/incident log reports to the requesting department's designated contact.
  - 1.14 Guards are subject to fingerprinting and background checks. Prospective armed guards shall execute an authorization to investigate, verify, and/or release information upon request.

## 2.0 SPECIAL SECURITY GUARD ASSIGNMENTS

- 2.1 In accordance with the Monterey County Sheriff's Office Custody Operations Bureau Policies and Procedures, CONTRACTOR shall provide armed/unarmed uniformed security guard services on a twenty-four (24) hour per day basis as requested by the Monterey County Sheriff's Office.
  - 2.1.1 The degree of security to an inmate shall be determined by the Sheriff's custody staff based on the inmate's classification and charges.
    - 2.1.1.1 All emergencies including escapes, attempted escapes and disturbances shall be immediately reported to the on duty jail supervisor.
  - 2.1.2 CONTRACTOR shall provide an armed/unarmed guard within one hour from the time a telephone request is made by the County on a 24-hour basis.
    - 2.1.2.1 In the event that CONTRACTOR cannot readily fulfill the County's request for an armed guard, upon approval of County designated staff, CONTRACTOR shall provide an unarmed guard.
    - 2.1.2.2 CONTRACTOR shall provide a backup or replacement guard to cover the post within two hours when the primary guard is involved in an incident for an extended time, or if the primary guard be taken off his post for more than two hours, or if the guard becomes ill or injured, or cannot complete the assignment for any other reason.
    - 2.1.2.3 Such replacement guard is considered as the primary security guard insofar as completing the unfinished assignment shift of the primary security guard. Under these circumstances, CONTRACTOR agrees not to additionally bill the County for the replacement guard.
    - 2.1.2.4 CONTRACTOR's security guards shall assure that visitors and inmates, who are on an extended hospital stay, adhere to the visiting policy of the County.
    - 2.1.2.5 CONTRACTOR security guards shall report all visits to the County.

**3.0 TERM OF AGREEMENT**

- 3.1 The initial term shall commence with the signing of the AGREEMENT through and including February 29, 2012 with the option to extend the AGREEMENT for three (3) additional one (1) year periods.
- 3.2 The County reserves the right to cancel this AGREEMENT, or any extension of this AGREEMENT, without cause, with a thirty day (30) written notice, or with cause immediately.
- 3.3 If the County exercises its option to extend, the parties shall mutually agree upon changes to rates, terms and conditions.

**4.0 COMPENSATION AND PAYMENTS**

- 4.1 It is mutually understood and agreed by both parties that CONTRACTOR shall be compensated under the AGREEMENT in accordance with EXHIBIT A attached hereto.
  - 4.1.1 The aggregate total paid to all CONTRACTORS under RFP #10185 shall not exceed \$10,000,000 over the term of the AGREEMENT'S, except as set forth in Exhibit A, no minimum compensation or payment amount is guaranteed by this AGREEMENT.
- 4.2 Prices shall remain firm for the initial term of the AGREEMENT and, thereafter, may be adjusted annually as provided in this paragraph.
  - 4.2.1 The County does not guarantee any minimum or maximum amount of dollars to be spent under this AGREEMENT.
- 3.3 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the AGREEMENT, for any one or as to all CONTRACTORS, individually or in the aggregate, except as set forth in section 4.1.1 above.
- 4.4 Invoice amounts shall be billed directly to the ordering department.
- 4.5 CONTRACTOR shall reference the AGREEMENT number and RFP #10185 on all invoices submitted to the County. CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this AGREEMENT, and shall promptly submit such invoice to the

County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

**5.0 ADDITION OF QUALIFIED CONTRACTORS**

This RFP is not intended to create an exclusive service AGREEMENT. County retains the ability, at its sole discretion, to add qualified CONTRACTOR after one year from the signing of the AGREEMENT. CONTRACTORS shall meet the minimum requirements of the County of Monterey.

**6.0 INDEMNIFICATION**

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this AGREEMENT, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this AGREEMENT, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

**7.0 INSURANCE**

**7.1 Evidence of Coverage:**

Prior to commencement of this AGREEMENT, CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition CONTRACTOR upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's, Contracts/Purchasing Division, unless otherwise directed. CONTRACTOR shall not receive a "Notice to Proceed" with the work under this AGREEMENT until it has obtained all insurance required and such, insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of CONTRACTOR.

**7.2 Qualifying Insurers:**

All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Officer.

**7.3 Insurance Coverage Requirements:**

Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this AGREEMENT a policy or policies of insurance with the following minimum limits of liability:

7.3.1 Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

7.3.2 Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this AGREEMENT, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

7.3.3 Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this AGREEMENT, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

7.3.4 Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this AGREEMENT, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this AGREEMENT.

**7.4 Other Insurance Requirements.**

All insurance required by this AGREEMENT shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this AGREEMENT, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this AGREEMENT.

**7.5** Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this AGREEMENT, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

**7.6** *Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.*

**7.7** Prior to the execution of this AGREEMENT by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this AGREEMENT. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this AGREEMENT, which shall continue in full force and effect.

**7.8** CONTRACTOR shall at all times during the term of this AGREEMENT maintain in force the insurance coverage required under this AGREEMENT and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during



AGREEMENT between County of Monterey and First Alarm Security & Patrol, Inc.  
RFP #1018 Uniformed Security Guard Services

the interim. Failure by CONTRACTOR to maintain such insurance is a default of this AGREEMENT, which entitles County, at its sole discretion, to terminate this AGREEMENT immediately.

**8.0 NOTICES**

Notices required to be given to the respective parties under this AGREEMENT shall be deemed given by any of the following means: (1) when personally delivered to the County's contract administrator or to CONTRACTOR'S responsible officer; (2) when personally delivered to the party's principle place of business during normal business hours, by leaving notice with any person apparently in charge of the office and advising such person of the import and contents of the notice; (3) 24 hours after the notice is transmitted by FAX machine to the other party, at the party's FAX number specified pursuant to this AGREEMENT, provided that the party giving notice by FAX must promptly confirm receipt of the FAX by telephone to the receiving party's office; or, (4) three (3) days after the notice is deposited in the U. S. mail with first class or better postage fully prepaid, addressed to the party as indicated below.  
Notices mailed or faxed to the parties shall be addressed as follows:

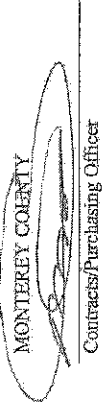
**TO THE COUNTY:**

Contracts/Purchasing Officer  
County of Monterey, Contracts/Purchasing Division  
168 W. Alisal Street, 3<sup>rd</sup> Floor  
Salinas, CA 93901-2439  
Tel. No.: (831) 755-4990 FAX No.: (831) 755-4969

**TO THE CONTRACTOR:**

First Alarm Security & Patrol, Inc.  
Ms. Teresa Huerta Larkin  
1111 Estates Drive, 2<sup>nd</sup> Floor  
Aptos, CA. 95003  
Tel. No.: (831) 685-1110 FAX No.: (831) 688-8518  
[tlarkin@firstalarm.com](mailto:tlarkin@firstalarm.com)

IN WITNESS WHEREOF, the County and CONTRACTOR execute this AGREEMENT as follows:

  
MONTEREY COUNTY  
Contracts/Purchasing Officer

Dated: 3-2-10

Approved as to Fiscal Provisions:  
  
Auditor/Controller

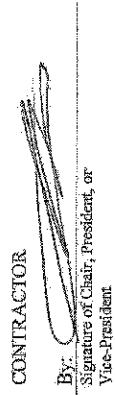
Dated: 3-4-10

Approved as to Liability Provisions:  
  
Assistant County Counsel

Dated: 3-2-10

Approved as to Form:  
  
Assistant County Counsel

Dated: 3-2-10

CONTRACTOR  
By:   
Signature of Chair, President, or  
Vice-President

Cal Horton, President  
Printed Name and Title  
Dated: February 10, 2010

By:   
Signature of Secretary, Asst. Secretary, CFO,  
Treasurer or Asst. Treasurer\*

Teresa Tuerta Larkin, Assistant Secretary  
Printed Name and Title  
Dated: February 10, 2010

\*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this AGREEMENT on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the AGREEMENT.

**ATTACHMENT A**

**COST PROPOSAL**

CONTRACTOR(s) should provide rates in the format below.

<u>Supervisor</u>	<u>Armed Cost</u>	<u>Unarmed Cost</u>
Pay Rate	\$ 15.00 /hr.....	\$13.00 /hr
Billing Rate	\$ 23.90 /hr.....	\$20.97 /hr
Overtime Rate	\$ 29.87 /hr.....	\$27.68 /hr

<u>Security Officer</u>		
Pay Rate	\$ 15.00 /hr.....	\$10.90 /hr
Billing Rate	\$ 23.90 /hr.....	\$17.30 /hr
Overtime Rate	\$ 29.87 /hr.....	\$22.84 /hr

<u>Patrol Rate (including vehicle)</u>		
Pay Rate	\$ 15.00 /hr.....	\$10.90 /hr
Billing Rate	\$ 30.00 /hr.....	\$23.68 /hr
Overtime Rate	\$ 37.68 /hr.....	\$29.20 /hr

<u>Alarm Response</u>		
Response Rate	\$ 24.53 /hr.....	\$24.53 /hr

**COMMUNICATION EQUIPMENT**

2-Way Radio Rate	\$ 00.00 /hr.....	\$ 0 /hr
Cellular Phone Rate	\$ 00.00 /hr.....	\$ 0 /hr
Pager Rate	\$ 00.00 /hr.....	\$ 0 /hr
Cell/Radio	\$ 00.00 /hr.....	\$ 0 /hr

## AMENDMENT #1 TO AGREEMENT

### COUNTY OF MONTEREY & FIRST ALARM SECURITY & PATROL, INC.

THIS AMENDMENT is made to the AGREEMENT (RFP #10185) for the provision of uniformed security guard services by and between FIRST ALARM SECURITY & PATROL, INC. hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County".

WHEREAS, the County and CONTRACTOR wish to amend the AGREEMENT to reflect the County's exercise of the option to extend for one (1) additional year.

NOW THEREFORE, the County and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. Section 3.1, "TERMS OF AGREEMENT", shall be amended by removing "The initial term shall commence with the signing of the AGREEMENT through and including February 29, 2012 with the option to extend the AGREEMENT for an additional three (3) one (1) year periods.", and replacing it with "**This Agreement shall be in full force and effect, commencing from the time of the signed Agreement through March 1, 2013 with the option to extend the AGREEMENT for an additional two (2) one (1) year periods.**".
2. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.
3. A copy of the AMENDMENT shall be attached to the original AGREEMENT dated March 30, 2010.

IN WITNESS WHEREOF, the County and CONTRACTOR execute this AGREEMENT as follows:

MONTEREY COUNTY

CONTRACTOR

[Signature]  
Contracts/Purchasing Officer

By: [Signature]  
Signature of Chair, President, or  
Vice-President

Dated: 8-24-12

Carl Horton President  
Printed Name and Title

*Approved as to Fiscal Provisions:*

Dated: 2/14/12

Deputy Auditor/Controller

By: [Signature]  
(Signature of Secretary, Asst. Secretary, CFO,  
Treasurer or Asst. Treasurer)\*

Dated:

Teresa Huerta Larkin CAO Asst. Secy  
Printed Name and Title

*Approved as to Liability Provisions:*

Dated: 2/14/12

Risk Management

Dated:

*Approved as to Form:*

Deputy County Counsel

Dated:

County Board of Supervisors' Agreement Number: \_\_\_\_\_

\*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.