



COUNTY OF HUMBOLDT

AGENDA ITEM NO.
C42

For the meeting of: June 26, 2018

Date: May 15, 2018
To: Board of Supervisors
From: William F. Honsal, Sheriff
Subject: Approval of Agreement between Humboldt County Sheriff's Office and Securitas Security Services USA, Inc. for Security Screening Services at the Courthouse

RECOMMENDATION(S):

That the Board of Supervisors:

1. Approve the agreement with Securitas Security Services USA, Inc. to provide security screening services at the courthouse for one (1) year beginning July 1, 2018 and ending June 30, 2019, with the option of two (2) one-year extensions (Attachment 1); and
2. Authorize the Chair of the Board to execute three (3) originals of the Agreement with Securitas Security Services USA, Inc. and any amendments, modifications, certifications or extensions during the term of the agreement; and
3. Direct the Clerk of the Board to return two (2) fully executed originals of the Agreement to the Sheriff's Office for forwarding to the interested parties.

Prepared by *Norma S. Lorenzo*
Norma S Lorenzo, Deputy Director Admin

CAO Approval *[Signature]*

REVIEW: Auditor *CD* County Counsel *NAD* Human Resources *KKG* Other *[Signature]*

TYPE OF ITEM:
 Consent
 Departmental
 Public Hearing
 Other _____

PREVIOUS ACTION/REFERRAL:
Board Order No. _____
Meeting of: _____

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT
Upon motion of Supervisor *Bass*
Seconded by Supervisor *Fennell*
Ayes *Bass, Fennell, Sundberg, Bohn*
Nays _____
Abstain _____
Absent *Wilson*

and carried by those members present, the Board hereby approves the recommended action contained in this Board report.

Dated: *6/26/18*

By: *[Signature]*
Kathy Hayes, Clerk of the Board

SOURCE OF FUNDING:

General Fund and Superior Court of California, County of Humboldt

DISCUSSION:

Assembly Bill 233 enacted on October 10, 1997 transferred the responsibility for the cost of court operations, including security screening, to the State of California. The Superior Court of California, County of Humboldt, subsequently entered into an agreement with the Humboldt County Board of Supervisors and the Sheriff's Office to clarify and define the responsibilities of each party for entrance screening services related to the security of the Courthouse. This agreement specified the hours of screening services to be covered by the State as 7:30 a.m. to 5:15 p.m. at a reimbursement rate of 83 percent. Seventeen percent of the total cost, plus any charges for additional hours, are the responsibility of the county.

On September 9, 2008 the Board approved an agreement between Sheriff's Office and Securitas Security Services USA, Inc. to provide security and weapons screening services at the public entrances of the Courthouse. The original agreement designated two unarmed security screeners at each of the 4th Street and 5th Street entrances between the hours of 7:00 a.m. and 5:30 p.m.

The Uniformed Screening Personnel Services Agreement between County of Humboldt and Securitas Security Services USA, Inc. (Attachment 1) included in this report reflects the terms and conditions set forth in the original agreement, as well as updates to the hours of service and rates per hour consistent with current operations. Staff recommends approval of the agreement, subject to the following conditions:

- Two (2) unarmed uniformed security screeners to be located at each of the 4th Street and 5th Street public entrances to the courthouse;
- Two (2) security screeners beginning at 6:45 a.m. and two (2) additional security screeners beginning at 7:00 a.m., to prepare for courthouse doors to be open from 7:00 a.m. to 5:30 p.m., Monday through Friday, except on county holidays or days the courthouse is closed;
- Effective the date of the fully executed agreement, rates for security screeners will be \$18.12 per hour per person for regular hours up to 40.0 per week, and \$27.18 per hour per person for security screeners working over 40.0 hours per week;
- Rate increases will be reviewed annually and adjusted based on mandated minimum wage changes;
- The term of the agreement will be one (1) year with an option for two (2) one-year renewals

FINANCIAL IMPACT:

The agreement between Superior Court of California and the county provides for a reimbursement rate to the county of 83 percent for security screeners at the public entrances of the courthouse. This agreement establishes the hours eligible for reimbursement to be 7:30 a.m. to 5:15 p.m. Since the initiation of the original contract with Securitas in 2008, the county's

policy has been to make the courthouse available to employees from 7:00 a.m. to 5:30 p.m. In order to prepare for a 7:00 a.m. start time, Securitas personnel begin work at 6:45 a.m. each day. The additional expense for one hour per day is the responsibility of the county. Costs for services beyond regular hours are charged to the departments or agencies using the facilities.

Since the approval of the current contract in 2015, there have been rate increases to keep current with California law mandating minimum hour rates. The new contract reflects the last increase approved by your Board on December 5, 2017 and effective January 1, 2018. An option for a cost of living increase at each renewal period, limited to the rate of the Consumer Price Index or 5 percent, whichever is lower is also included in the new contract.

Projected costs to the county for services included in this contract for FY 2018-19 are estimated to be approximately \$46,228 for the first contract year. This includes 17 percent non-reimbursable costs from the courts, plus costs for extended courthouse hours. A General Fund allocation of \$36,168 is included in the proposed Court Security budget unit 1100-260 to cover the county's share of courthouse security. A supplemental budget request will be submitted at a later date should the additional funds be necessary to cover the anticipated shortfall of \$9,396.00.

July 2018		Hours per day	Rate per hour	Screeners Per Day	Monthly cost	Annual cost	Courts Reimburse 83%	County Share 17%
Court Hours	7:30 am 5:15 pm	9.75	18.12	4.00	\$14,134	\$169,603	\$140,771	\$28,833
County Hours	6:45 am 5:30 pm	10.75	18.12	4.00	\$15,583	\$186,998		
County Share					\$1,450	\$17,395		\$28,833
								<u>\$46,228</u>

The agreement with Securitas Security Services furthers the Board of Supervisor's goal of enforcing laws and regulations to protect residents, visitors and employees while at the courthouse.

OTHER AGENCY INVOLVEMENT:

Superior Court of California

ALTERNATIVES TO STAFF RECOMMENDATIONS:

The Board of Supervisors could choose not to approve the agreement between the County of Humboldt and Securitas Security Services USA, Inc. for security screening at the courthouse; however, this is not recommended because a denial of the proposed agreement could potentially result in an interruption of security services while a new provider is solicited.

ATTACHMENTS:

Attachment 1 Uniformed Screening Personnel Services Agreement between County of Humboldt and Securitas Security Services USA, Inc. for Security Screening at the Courthouse July 1, 2018 – June 30, 2019

Attachment 1

Uniformed Screening Personnel Services Agreement between
County of Humboldt
and Securitas Security Services USA, Inc.
for Security Screening at the Courthouse
July 1, 2018 – June 30, 2019

**UNIFORMED SCREENING PERSONNEL SERVICES
AGREEMENT BETWEEN
COUNTY OF
HUMBOLDT AND
SECURITAS SECURITY SERVICES
USA, INC.**

NAME OF CLIENT: County of Humboldt
through the Humboldt County Sheriff's Office

JOB SITE ADDRESS: 825 5th Street, Eureka, California

BILLING ADDRESS: 826 4th Street Eureka, CA 95501
Attn: Business Office

TELEPHONE NUMBER: 707-445-7251

This AGREEMENT made this 26th day of June 2018
between Securitas Security Services USA, Inc., hereinafter referred to as the CONTRACTOR,
and the County of Humboldt, hereinafter referred to as COUNTY.

I. PURPOSE OF AGREEMENT

The purpose of the Agreement is to state the terms and conditions under which the CONTRACTOR will furnish uniformed SECURITY SCREENERS and perform screening services at the Humboldt County Courthouse located at 825 5th Street, Eureka, California 95501, hereinafter referred to as the COURTHOUSE.

2. FURNISHING OF SCREENING PERSONNEL

The CONTRACTOR shall furnish uniformed SECURITY SCREENERS to screen all persons entering the property referred to in Paragraph 1. The CONTRACTOR will provide two unarmed SECURITY SCREENERS at the 4th Street public entrance and two unarmed SECURITY SCREENERS at the 5th Street public entrance. The CONTRACTOR will provide additional unarmed SECURITY SCREENERS as needed at each entrance of the courthouse (4th Street and 5th Street public entrances) at the request and discretion of the COUNTY. Security screening refers to screening for prohibited items utilizing airport-style security machinery consisting of x-ray machines, magnetometers, metal detection wands and other hand-held weapon scanners.

3. UNIFORMS AND EQUIPMENT

While on duty at the Courthouse, each SECURITY SCREENER furnished by the CONTRACTOR shall be completely outfitted with a uniform consisting of charcoal slacks, gray dress shirt or blouse with appropriate colored tie, black bomber jacket; with insignia indicating the name of the CONTRACTOR; and an employee name or number by which the SECURITY SCREENER may be identified.

4. SECURITY SCREENER'S CONDUCT

- A. The conduct of the SECURITY SCREENER is to be determined by written standard rules to be agreed upon by the Parties within (____) days of Agreement execution

and such other special instructions, oral or written, that may be issued from time to time by designated employees of COUNTY.

- B. The SECURITY SCREENER services provided for by this Agreement shall be performed by qualified, efficient, and discreet employees in strict accordance with the recognized best industry practices and with the standard and special instructions issued by COUNTY.
- C. If for any reason, COUNTY believes that any employee of the CONTRACTOR is not properly carrying out his or her duties, the CONTRACTOR will immediately remove that employee from the performance of the services to be provided under this Agreement and simultaneously substitute another employee. SCREENERS, once removed, will not be allowed to return until the COUNTY is assured to their sole satisfaction that the removed screeners have received the necessary training and/or licensing to meet COUNTY standards.
- D. COUNTY reserves the absolute right to reject any SECURITY SCREENER for any reason by informing CONTRACTOR and CONTRACTOR agrees to replace such rejected SCREENER no later than the next workday. Such right of rejection shall not be construed as establishing an employer-employee relationship between COUNTY and SECURITY SCREENER.
- E. COUNTY may use whatever screening methods including fingerprinting, and background checks that it deems in its sole discretion to be appropriate in screening SECURITY SCREENERS.
- F. All uniformed SECURITY SCREENERS furnished by the CONTRACTOR shall be employees of the CONTRACTOR and shall at all times be subject to the direct supervision and control of the CONTRACTOR. The CONTRACTOR will have the sole responsibility of paying the salaries, benefits, taxes (including, but not limited to, federal social security taxes and federal and California unemployment taxes, payroll taxes and income related taxes) and all other expenses relating to each employee of the CONTRACTOR. CONTRACTOR is operating in an independent contractor status and not as an agent or employee of the COUNTY.

5. REPORTING TO AND CONFERRING WITH COUNTY'S REPRESENTATIVES

The supervisory personnel of the CONTRACTOR who are responsible for the direct supervision of the SCREENERS shall be available at all times to report to and confer with the designated employees of COUNTY.

6. COMPLIANCE WITH APPLICABLE STATUTES, ORDINANCES, AND REGULATIONS

- A. In performing the services required under this Agreement, the CONTRACTOR shall comply with all applicable federal, state, county, and city statutes, but not limited to the Americans with Disabilities Act.
- B. CONTRACTOR further agrees to comply with any applicable federal, state, or local licensing standards, any ordinances, and regulations, including applicable accrediting standards, and any other applicable standards or criteria established locally or by the state and Federal Governments.
- C. CONTRACTOR will comply with all applicable civil rights and equal employment opportunity regulations in effect during the term of the Agreement.

D. This Agreement shall be governed and construed in accordance with the laws of the State of California.

7. COUNTY OF HUMBOLDT INSURANCE REQUIREMENTS

A. THIS AGREEMENT SHALL NOT BE EXECUTED BY COUNTY and the CONTRACTOR is not entitled to any rights, unless certificates of insurances, or other sufficient proof that the following provisions have been complied with, and such certificate(s) are filed with the Clerk of the Humboldt County Board of Supervisors.

B. Without limiting CONTRACTOR'S indemnification obligations provided for herein, CONTRACTOR shall and shall require any of its subcontractors to take out and maintain, throughout the period of this Agreement and any extended term thereof, the following policies of insurance placed with insurers authorized to do business in California and with a current A.M. Best's rating of no less than A:VII or its equivalent against injury/death to persons or damage to property which may arise from or in connection with the activities hereunder of CONTRACTOR, its agents, officers, directors, employees, licensees, invitees, assignees or subcontractors:

- 1) Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001), in an amount of \$2,000,000 per occurrence for anyone incident including personal injury, death and property damage. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this project or the general aggregate shall be twice the required occurrence limit.
- 2) Workers' Compensation Liability coverage, if required by California Law, and in accordance with the statutory limits set forth therein. Said policy shall contain or be endorsed to contain a waiver of subrogation against COUNTY, its officers, agents, and employees.
- 3) Employer's liability coverage in a minimum amount of one million dollars (\$1,000,000) per accident for bodily injury and disease.
- 4) Professional liability insurance/errors and omission coverage in an amount no less than \$1,000,000 combined single limit (CSL). If insurance is written on a claim made basis, CONTRACTOR agrees to maintain such insurance in effect for at least three (3) years following completion of performance under this Agreement.

C. Special Insurance Requirements. Said policies, shall unless otherwise specified herein be endorsed with, the following provisions:

- 1) The Comprehensive General Liability Policy shall provide that the COUNTY, its officers, officials, employees and volunteers, are covered as additional insured for liability arising out of the operations performed by or on behalf of CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to the COUNTY, its officers, officials, employees, and volunteers. Said policy shall also contain a provision stating that such coverage:
 - a. Includes contractual liability
 - b. Does not contain exclusions as to loss or damage to property caused by

explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to "XCU Hazards".

- c. Is endorsed as primary insurance as regards to County of Humboldt.
 - d. Documents not contain a pro-rata, excess only, and/or escape clause.
 - e. Contains a cross liability, severability of interest or separation of insured clause.
- 2) The policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY and in accordance with the Notice provisions set forth under Section 35. It is further understood that CONTRACTOR shall not terminate such coverage until it provides COUNTY with proof satisfactory to COUNTY that equal or better insurance has been secured and is in place.
 - 3) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the insurer's liability.
 - 4) For claims related to this project, the CONTRACTOR'S insurance is primary coverage to the COUNTY, and any insurance or self-insurance programs maintained by the COUNTY are excess to CONTRACTOR'S insurance and will not be called upon to contribute with it.
 - 5) Any failure to comply with reporting or other provisions of the Parties, including breach of warranties, shall not affect coverage provided to COUNTY, its officers, officials, employees, and volunteers.
 - 6) CONTRACTOR shall furnish COUNTY with certificates and original endorsements affecting the required coverage prior to execution of the Agreement by COUNTY. The endorsements shall be on forms as approved by the COUNTY'S Risk Manager or County Counsel. Any deductible or self-insured retention over \$1 00,000 shall be disclosed to and approved by COUNTY. If CONTRACTOR does not keep all required policies in full force and effect, COUNTY may, in addition to other remedies under this Agreement, take out the necessary insurance, and CONTRACTOR agrees to pay the cost of said insurance. COUNTY is also hereby authorized with the discretion to deduct the cost thereof from the monies owed to CONTRACTOR under this Agreement.
 - 7) COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered and CONTRACTOR shall be required to purchase additional coverage to meet the aggregate limits set forth above.
 - 8) Any failure to comply with reporting or other provisions of the Parties, including breach of warranties, shall not affect coverage provided to County, its officers, employees, and agents.

8. HOLD HARMLESS/INDEMNIFICATION CLAUSE

Contractor shall hold harmless, defend and indemnify County and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the County.

9. SUBCONTRACTING INSURANCE REQUIREMENTS

Should CONTRACTOR with the written permission of COUNTY subcontract any portion of the work to be performed under this Agreement said subcontractors shall be required by CONTRACTOR to maintain the same insurance as CONTRACTOR. In addition, any such contract shall be subject to the review and approval of COUNTY and shall incorporate by reference this Agreement. It is further understood and agreed that any such subcontract agreement shall not relieve CONTRACTOR from primary liability under this Agreement. It is further understood and agreed that any such subcontractor shall not be an agent/employee of COUNTY and shall be required to indemnify, defend and save harmless COUNTY its officers, agents, volunteers and employees, from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, material men, laborers and any other person, firm or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by SUBCONTRACTOR in the performance of the Agreement and this sub-contract.

10. COMPENSATION

- A. For the services herein agreed to be performed, the COUNTY shall pay the CONTRACTOR at the rate of **\$18.12** per hour per person. However, the overtime rate of **\$27.18** per hour will be charged if the COUNTY requests that a specific employee of the CONTRACTOR works more than forty (40) hours in any one work week or whenever required by law.
- B. The COUNTY will pay the CONTRACTOR at the aforementioned hourly rates for any of the CONTRACTOR'S employees who are required to attend court as a witness because of events arising in the course of his or her duties.
- C. The rates shall remain in effect for the term of the Agreement and extension thereof. Notwithstanding, CONTRACTOR may at the end of the initial first year term or prior to each one year extension request an annual rate increase to reflect changes, if any, for increases in the cost of living. Any annual rate adjustment request of CONTRACTOR must be accompanied by written documentation that relate to unexpected changes in expenses, such as unexpected increase in minimum wages occur or should COUNTY require additional services that will entail additional costs to CONTRACTOR. The adjustment, if any, shall be based upon any increase that may have occurred in the Bureau of Labor Statistics Consumer Price Index ("CPI"), subgroup **"Urban Wage Earners and Clerical Workers"** (the index) as published by the United States Department of Labor for "All Cities", U.S. City Average, five (5%) or proposed current rate, whichever is lower. The CPI adjustment figure shall be computed by adding to the prior annual rate or hourly rate the sum obtained by multiplying the rate by a factor equal to the percentage increase as published for the month prior to the month of extension, five percent (5%) or CONTRACTOR's proposed current rate, whichever is lower. However, any such decision shall be at the sole discretion of

COUNTY and be supported by the documentation submitted by CONTRACTOR.

- D. The CONTRACTOR shall on a daily basis furnish COUNTY with daily time sheets covering all of the hours spent by its employees in carrying out the terms of this Agreement.
- E. At the end of each month the CONTRACTOR shall send to the COUNTY a statement showing the amount of compensation due it for services performed during that month. COUNTY shall make payment within thirty (30) days of COUNTY'S receipt, review and approval of the same.

11. TERM OF AGREEMENT

The Term of this Agreement shall commence on the _____ day of _____, 2018, and shall continue in full force and effect for a period of one (1) year with two one (1) year options to renew unless terminated pursuant to the terms of this Agreement.

12. TERMINATION

- A. For Cause: If, in the opinion of COUNTY, CONTRACTOR fails to properly perform the services required under this Agreement, or otherwise fails to comply with the terms of this Agreement, or violates any ordinance, regulation, or law that applies to it hereunder, COUNTY performance may terminate this Agreement immediately, upon written notice to CONTRACTOR. In such an event, COUNTY shall pay CONTRACTOR for services rendered as of the effective date of the termination.
- B. For Convenience: At any time and for any reason, COUNTY may terminate this Agreement, by giving sixty (60) days written notice to CONTRACTOR.

13. NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE

CONTRACTOR certifies by its signature below that contractor is not a nuclear weapons contractor, in that CONTRACTOR knowingly or intentionally engaged in the research, development, production, or testing of nuclear warheads, nuclear weapons systems, or nuclear weapons components as defined by the nuclear free Humboldt County Ordinance. CONTRACTOR agrees to notify COUNTY immediately if it becomes a nuclear weapons contractor, as defined above. COUNTY may immediately terminate this Agreement if it determines that the foregoing certification is false or if CONTRACTOR becomes a nuclear weapons contractor.

14. MISCELLANEOUS PROVISIONS

- A. CONTRACTOR agrees, insofar as possible, to provide the same persons as SECURITY SCREENERs each day and when a SECURITY SCREENER is unavailable to immediately supply a substitute SECURITY SCREENER.
- B. COUNTY will develop a list of protocols and procedures to be followed by SECURITY SCREENERs. See the attached duty statement (Exhibit A), attached hereto and incorporated by reference).
- C. COUNTY may audit and inspect records of the CONTRACTOR related to this Agreement.
- D. CONTRACTOR shall provide two (2) SECURITY SCREENERs beginning at 6:45 a.m.

and two (2) additional SECURITY SCREENERS beginning at 7:00 a.m. to prepare for courthouse doors to be open from 7:00 a.m. to 5:30 p.m., Monday through Friday (County Holidays excepted). SECURITY SCREENERS may take lunch at no cost to COUNTY and one (1) 15-minute break per 4-hour period as determined by CONTRACTOR; however, the security station shall be adequately staffed at all times.

- E. CONTRACTOR shall provide SECURITY SCREENERS on an as needed basis for any County approved meeting after 5:30 p.m. at the 5th Street entrance only. Or other times as approved by COUNTY on an as-needed basis. Any hours after 5:30 p.m. are billed to the requesting department, including the courts.
- F. Meetings may be held on the first floor of the Courthouse in the Board Chambers, Conference Room A or Conference Room B.
- G. Whenever possible, the County will give CONTRACTOR 24-hours advance notice of the need for SECURITY SCREENERS. Likewise, whenever possible, the County will give the security vendor 24-hour notice of a canceled need for SECURITY SCREENERS. The County reserves the right to adjust the hours of assignment as needed.
- H. SECURITY SCREENERS shall perform their duties in a polite, courteous and business-like manner and shall maintain self-control in stressful situations, such as when subjected to verbal abuse.
- I. SECURITY SCREENERS shall not smoke on duty. In addition, there shall be no casual reading, radios, cards, etc. while on duty.
- J. SECURITY SCREENERS shall not drink alcohol and/or use illegal substances on duty nor report for duty under the influence of alcohol or illegal substances.
- K. SECURITY SCREENERS shall not have visitors or be accompanied by pets while on duty. Use of telephones shall be restricted to business and emergencies.
- L. SECURITY SCREENERS shall not remove any COUNTY property from COUNTY premises.
- M. All COUNTY records and activities shall be considered confidential. CONTRACTOR and/or SECURITY SCREENERS shall not reveal information on COUNTY to any person nor discuss
- N. COUNTY activities and records with any person either on or off premises when unrelated to COUNTY business. Neither SECURITY SCREENERS nor CONTRACTOR shall provide any list of names of COUNTY staff or clients to any person or organization without prior written approval by COUNTY.
- O. Only the Sheriff or his/her delegate may speak for the COUNTY. CONTRACTOR and SECURITY SCREENERS shall refer all requests by the media for interviews and information related to COUNTY business to the Sheriff.
- P. The COUNTY will designate a Deputy Sheriff to whom SECURITY SCREENERS shall report problems, incidents, etc. SECURITY SCREENERS will comply with all lawful directives given them by designated Deputy Sheriff Staff concerning issues involving courthouse security.

15. CLOSURE OF ENTRANCE SCREENING SERVICES

- A. Should the need arise the COUNTY will give CONTRACTOR 14 days written notice of partial or complete closure of either or both public entrances (4th Street and 5th Street public entrances). The written notice shall include the number of uniformed SECURITY SCREENERS needed to maintain security.
- B. Whenever possible, the COUNTY will give CONTRACTOR 24-hour notice of emergency closure of either or both public entrances (4th Street or 5th Street public entrances). At the discretion of COUNTY, uniformed SECURITY SCREENERS may not be necessary for emergency closure.
- C. Compensation to CONTRACTOR for uniformed SECURITY SCREENERS will be reimbursed based on actual hours per person worked per the terms and conditions address under COMPENSATION.

16. ASSIGNMENT AND SUBCONTRACTING

- A. No assignment of this Agreement may be made.
- B. No subcontracting of this Agreement may be made without the written permission of the COUNTY.

17. NOTICE

Any notice provided for herein shall be given in writing and by personal delivery or prepaid first class mail, registered or certified mail addressed below and shall be effective upon delivery:

COUNTY:

William F. Honsal, Sheriff
Humboldt County Sherriff's Department
826 Fourth Street
Eureka, CA 95501

CONTRACTOR:

Securitas Security Services USA, Inc.
1606 Koster Street Suite A
Eureka, CA 95501

18. ATTORNEY FEES AND COSTS

If either party shall bring an action of any nature against the other party by reason of the breach of any provision of this Agreement, or otherwise arising out of this Agreement, whether for declaratory or other relief, the prevailing party in such action shall be entitled to such party's reasonable expenses relating to such action, including its costs of suit and attorneys' fees (including reasonable value of services rendered by County Counsel) to be fixed by the court, and such recovery shall include court costs and attorney's fees (including reasonable value of services rendered by County Counsel) on appeal, if any. As used herein, the "prevailing party" means the party who dismisses an action or proceeding in

exchange for payment of substantially equal to the relief sought by said party, as well as the party whose favor final judgment is rendered.

19. NON-DISCRIMINATORY EMPLOYMENT

In connection with the execution of this Agreement, CONTRACTOR shall not discriminate against any employee or application for employment because of race, color, religion, age, sex, national origin, political affiliation, ancestry, marital status or disability. This policy does not require the employment of unqualified persons. CONTRACTOR further assure that CONTRACTOR will abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1974, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, the Welfare and Institutions Code Section 10000, CDSS, MPP Division 21, and other applicable federal and state laws to ensure that employment practices are non-discriminatory. Under this requirement, CONTRACTOR shall not discriminate on the basis of race, color, national origin, political affiliation, religion, marital status, sex, age or handicap. CONTRACTOR agrees to comply with United States Executive Order 11246, entitled "Equal Employment Opportunity". United States Executive Order 11375 and supplemented in 45 CFR, Part 60, amends this. CONTRACTOR shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin or ancestry, religion, sex, marital status, political affiliation, age or handicap. Practices in hiring, compensation, benefits and firing are among the employment practices subject to this.

20. COMPLIANCE WITH LAWS

Each party shall, in performing its obligations hereunder, comply with all laws, rules, regulations and governmental orders applicable to such party.

21. GOVERNING LAW AND VENUE

This Agreement shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder or relating to this Agreement shall be litigated in the State of California and to the extent permitted by law venue shall lie in the County of Humboldt.

22. SURVIVABILITY

The provisions contained in this Agreement, which may by their terms require or contemplate performance by the Parties after expiration or termination of this AGREEMENT shall be enforceable notwithstanding any expiration or termination.

23. WAIVER

The failure of either party to insist upon strict performance of any provision of this Agreement when and as called for or due, or to exercise any right provided for in this Agreement, shall not be deemed a waiver or relinquishment for the future of any such provision or right, and no waiver of any provision or right shall affect the right of the waiving party to enforce or exercise any other provision or right in this Agreement.

24. SEVERABILITY

If any provision or this Agreement is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions or this Agreement and the remainder or the provision in question shall be unaffected.

25. ENTIRE AGREEMENT

This Agreement excludes and/or supersedes any previous statements or agreements between us whether written or oral relating to the provision of the Services. Except as otherwise provided herein, this is the entire agreement between the parties with respect to the subject matter hereof and may only be changed by a written agreement signed by both parties. It is further understood that this Agreement has been reviewed and revised by both Parties and no rule or presumption that ambiguities shall be construed against the drafting party shall apply to this Agreement.

26. COUNTERPARTS

This Agreement may be executed by the Parties in counterparts.

27. AUTHORIZATION

Each person executing this Agreement on behalf of the Parties represents and warrants that he or she is authorized by their respective party to execute and deliver this Agreement to the other party and that this Agreement is binding on the Parties in accordance with its terms and provisions.

IN WITNESS THEREOF, COUNTY and CONTRACTOR have executed this Agreement as of the date written in the first paragraph of this CONTRACT.

COUNTY

CONTRACTOR

By: 

Chairperson, Board of Supervisors
County of Humboldt, State of California
Ryan Sundberg

By: 

Securitas Security Services USA, Inc.

By: 

Deputy Clerk of the Board of Supervisors,
Brooke Eberhardt

By: 

Securitas Security Services USA, Inc.

By: 

Risk Management

EXHIBIT A
SCOPE OF WORK

1. SECURITY SCREENER

Under general supervision of the Sheriff through assigned sworn staff, these contracted private security screeners will operate an "airport type" security installation consisting of an x-ray machine, a walk-through metal detector (magnetometer) and handheld weapon scanners. The purpose of the screening equipment is to prevent prohibited items from entering the County Courthouse at 825 5th Street, Eureka, CA.

2. DUTIES

- A. Operate a walk-through screening device (magnetometer).
- B. Operate an x-ray machine to examine bags, parcels, and small backpacks to detect contraband.
- C. Hand-screen individual's for prohibited items using a portable magnetometer and/or other appropriate means when necessary.
- D. Monitor people entering the courthouse.
- E. Provide directions and other general assistance to the public.
- F. Alert and coordinate with law enforcement when necessary.

3. KNOWLEDGE

- A. Basic security concepts.
- B. Safety practices and precautions pertaining to the work and operation of equipment.
- C. Techniques for dealing with people from various socio-economic backgrounds in confrontational situations.
- D. Correct verbal and written communication.
- E. Use of handheld radios.
- F. Of laws regarding arrest and probable cause procedures for arrest.

4. SKILLS

- A. Understanding and carrying out oral and written directions.
- B. Ability to respond calmly, quickly, and appropriately to emergency situations.
- C. Ability to maintain accurate written records.

- D. Ability to exercise sound judgment based on procedural guidelines.
- E. Ability to operate a walk-through magnetometer, hand-held magnetometer, an x-ray machine and other security and communication equipment as required.
- F. Ability to establish and maintain effective working relationships with public and staff, communicate effectively in oral and written forms, and adapt to changing work schedule.

5. OTHER REQUIREMENTS

- A. Security personnel shall maintain a low key, polite, friendly but firm demeanor at all times when dealing with the public.
- B. Security personnel uniforms shall be charcoal slacks, a gray dress shirt and appropriate colored tie, and black jacket. The County desires the security personnel to convey an image of customer/public concern.
- C. The County reserves the right to deny assignment of individuals to the screening station if the individual is deemed unqualified or otherwise unacceptable to the county.
- D. No security personnel shall be assigned to the courthouse that has been convicted of a felony or violent misdemeanor or any crime involving moral turpitude.
- E. CONTRACTOR will provide personal equipment as necessary.
- F. SECURITY SCREENERS will be expected to be able to diffuse disruptive and/or violent behavior; place violators under citizen's arrest until officers respond; detain violators for arrest by local authority; testify in court; write brief summaries of events in report form; and perform related duties as required.