

## **Exhibit A**

### **Scope of Work**

**1. Manner of Performance of Work**

The Contractor shall complete all work in accordance with this Contract. The Contractor shall work under the general supervision of the Civil Division Commander.

**2. Work to Be Performed**

Contractor shall provide guard staffing in accordance with The Site Staffing Configurations for the Court Weapons Screening as set forth in Attachment 2 of this Contract.

The specific duties of Contractor's personnel and the manner in which they will be carried out shall be mutually developed by the County and Contractor, in consultation with the Superior Court, and shall be set forth in writing in the Mission Partnership Statement<sup>®</sup> document applicable to the Superior Court's location(s). This Contract, any Exhibits attached hereto, together with the Mission Partnership Statement<sup>®</sup> document, shall be the exclusive agreement with respect to the duties of Contractor and Contractor Personnel. In the case of any conflict or inconsistency between the Mission Partnership Statement<sup>®</sup> document and this Contract with respect to standards of performance, limitations of liability or indemnities, this Contract shall govern and control the rights and duties of the parties.

**3. Equipment**

The Contractor shall furnish all labor and equipment necessary to provide unarmed security guard services in accordance with the terms, specifications, and conditions set forth in this Contract, and in accordance with the Mission Partnership Statement. During the term of the Contract, the Sheriff reserves the right to obtain from any other sources any services which may be similar or comparable to the services set forth in this Contract.

The court weapons screening shall be managed by the Contractor's Area Supervisor, as liaison between the Contractor's local office and the Sheriff. The Area Supervisor shall maintain liaison with the Civil Division Commander and the "lead" or senior guard daily assigned to the court facility.

**4. Guard Requirements**

- a. County approval. The name and applications of persons considered for court security duty shall be submitted to the Civil Division Commander for review and approval. The term "Guard" shall include Weapons Screeners (see Attachment 1 – Weapons Screener Job Specifications).
- b. Experience. Guards must have adequate experience to their assignments under this Contract.

- c. Bonding: Guards must be covered under an employee fidelity bond with a limit of at least \$1,000,000.00. **Contractor shall provide the County with a copy of the bond prior to the commencement of services by any guard covered thereunder.**
- d. Current Permanent Registration Card. Guards must have at the time of assignment, current and valid guard registration cards issued by the California Department of Consumer Affairs (See Section 13, License and Permits). Copies shall be provided upon request of the Civil Division Commander.
- e. Physical Qualifications. All Guards assigned to work under this Contract must be in good physical condition for the work they are to perform. The Contractor shall provide Guards that are fully capable of performing work, requiring moderate to arduous physical exertion under either normal or emergency conditions.
- f. Mental Qualifications. Guards must be mentally alert and capable of exercising good judgment, implementing instructions, and assimilating necessary specialized training.
- g. Proficiency. Each Guard provided by the Contractor shall have the ability to read and write the English language; understand and carry out oral and written directions; think and act quickly and effectively in emergencies; write accurate and clear reports; and monitor environmental and electronic security systems.
- h. Training. In addition to any Department of Consumer Affairs required training and prior to their initial assignment, the Contractor shall provide evidence of the following training:
  - (1) Training in First Aid and CPR, with current certification.
  - (2) Training in security and emergency procedures, crowd control, and relationsThe Contractor will also provide on-going, in-service training updates for all Guards assigned to the court security duty. Such training shall either meet or exceed industry standards for unarmed guards.
- i. Post Instructions. The Guard(s) will, at all times, be familiar with the following minimum specific post instructions:
  - (1) Emergency telephone numbers;
  - (2) Emergency fire and fire alarm procedures;
  - (3) Emergency intrusion alarm procedures;
  - (4) Floor plans (location of alarms and alarmed doors);
  - (5) Medical emergencies;
  - (6) Elevator emergencies/malfunctions;
  - (7) Bomb threats;

- (8) Earthquakes;
  - (9) Access control;
  - (10) Deliveries;
  - (11) Equipment removal policy and procedures;
  - (12) Building patrol procedures;
  - (13) Life/safety systems;
  - (14) Court's Entrance Screening Guidelines
- j. Uniform. All Guards performing services under this Contract will be uniformed in Black pants, black tie, black shoes, and white shirt. In addition they will be required to wear a badge provided by the Contractor. All uniform and auxiliary equipment must be approved by the County Sheriff. Any changes in the uniform style or color shall be approved by the Civil Division Commander and provided by the Contractor to their employees at no additional cost to the Court. Uniforms shall be selected from Contractor's standard stock.
- k. Required and Prohibited Activities.
- (1) Conduct and Appearance. The Contractor shall ensure that all assigned Guards meet the following standards of conduct and appearance:
    - (a) Maintain clean and neat appearance and a courteous attitude.
    - (b) Guards shall keep their uniforms in good conditions, cleaned and pressed, and shall wear a complete uniform while on duty.
    - (c) Guards shall keep all equipment clean and in good condition.
    - (d) Each Guard shall maintain high visibility, answer routine questions for directions and handle minor problems.
  - (2) Prohibited Activity While on Duty. While on duty in the Court facility, Guards shall not:
    - (a) Listen to radios or any other audio medium that is not job related.
    - (b) Watch television.
    - (c) Read any materials that are not job related.
    - (d) Use Court or County telephones for other than Court business.
    - (e) Leave their area of responsibility.
    - (f) Entertain personal visitors.
    - (g) Be under the influence of illegal drugs or alcohol.
    - (h) Be under the influence of prescribed medications, which may affect job performance.
    - (i) Display a discourteous, abrupt, abrasive, or belligerent attitude.
    - (j) Sleep.

## **5. Guard Performance/Replacement**

The Sheriff may reject or require the replacement of any Guard who, in its sole judgment, does not meet the requirements of this Contract or has demonstrated unsatisfactory job performance. The Sheriff may permanently declare the Guard unqualified or it may permit the Guard to perform under this Contract after completing additional training or meeting other specified conditions.

If the replacement of a Guard is required by the Sheriff, due to sickness, emergency leave, or termination of employment, the Contractor shall provide such replacement personnel, who conform to this contract's requirements, within no more than four (4) hours and at no additional cost to the County.

Repeated instances of unsatisfactory job performance by assigned Guards shall be a material breach of this Contract by the Contractor, justifying termination of this Contract pursuant to the Contract provisions governing termination for cause.

No interruption of security service to the Superior Court will be realized because of scheduled vacations of Contractor's personnel.

## **6. Record Keeping and Reporting**

a. Reporting by Guards on Duty. Guards shall complete all required security reports that are issued by the Sheriff. Written reports are required weekly, plus a monthly report of activities. Reports are to be sent to the Civil Division Commander. These reports shall include, but are not limited to the following items:

- (1) Any incidents affecting the safety or security of the building or occupants.
- (2) Any defective exterior lights.
- (3) Unusual circumstances, suspicious persons and any other problems encountered to the appropriate law enforcement agency.
- (4) Any assaults, burglaries, robberies, acts of vandalism, any suspicious activities or any incident that resulted in a report to a law enforcement agency or 911 emergency call.
- (5) Any serious injuries or illness to persons, i.e., heart attack, stroke, or seizure. If fire or smoke is detected, the Guard shall dial 911 and alert building occupants.

b. Reports from Contractor. The Contractor will complete all official reports dealing with security, law violation, injury, and appropriate incident reports as required by the appropriate governmental agency. The Area Supervisor shall contact the Sheriff's Administrative Office immediately for any of the following occurrences:

- (1) Any major security or safety conditions occurring in the facility (e.g. a fire or threats of violence, including any physical confrontations occurring between any Court Security Officer and visitor on Court property).

- (2) Any employee or contractor of the Contractor assigned to court security is arrested or otherwise becomes the focus of a criminal investigation.
- (3) Any complaints made about an employee or contractor of the Contractor assigned to court security.
- (4) Any criminal activity, observed safety hazard, or observed health hazard occurs at the facility, or any other activity or hazard which could affect the Superior Court's operations.

**7. Cooperation with Law Enforcement Personnel**

The Contractor and assigned Contractor personnel will cooperate with the San Luis Obispo County Sheriff's Department, San Luis Obispo Police, Paso Robles Police, Court personnel and any other law enforcement agency. In the event of any major conflict or disturbance, the Contractor's personnel shall promptly contact the Sheriff's Deputies assigned to the courthouse for assistance.

**8. Holidays**

Unless expressly required by the County, no work will be performed on Court holidays. Court holidays are as follows:

- Independence Day      New Year's Day
- Labor Day                Martin Luther King, Jr. Day
- Columbus Day          Lincoln's Birthday
- Veterans Day      President's Day/Washington's Birthday
- Thanksgiving Day      Day after Thanksgiving Day
- Memorial Day      Christmas Day
- Cesar Chavez Day

**9. Additional or Reduction in Service**

- a. Additional Service. From time to time and as circumstances require, the security guards may be reassigned by written direction of the Sheriff. If additional security guard(s) are required, the additional cost to the County will be based on the hourly rates as set forth in Exhibit B – Compensation and Billing. Alternate Rates will not apply if the Sheriff provides the Contractor with thirty (30) calendar days prior written notice, if the assignment will be an on-going established position, unless the Guard is required to work over either (8) hours per day or forty (40) hours per week. If circumstances require, in consultation with the Superior Court, the Sheriff may reduce services of Guard(s) required herein.
- b. Reduction in Service. In addition to the County's options under the preceding paragraph and under Paragraphs 2 and 3 of Exhibit E of this Contract, upon thirty (30) calendar days' written notice, the County can delete site(s) that currently require security guard service, as set forth in Attachment 2, and/or add sites for security guard service. In the event of addition of site(s), Contractor will provide the additional services based on the hourly rates as set forth in Exhibit B – Compensation and Billing. In the event of deletion of site(s), the

Sheriff can replace the Contractor's guards at the site(s), stipulated in the written notice, with those from another security guard company or entity that provides security services. This Contract shall remain in full force and effect for all sites affected by the written notice, up until the date of transition to the new security guard company. In the event of additional sites, this Contract shall apply to any added site. Deletion or addition of site(s) shall not affect the application of this Contract to the other unaffected sites.