

## **Contract for Security Services**

This contract, entered into by and between the County of San Luis Obispo, a public entity in the State of California (hereafter "County") and Guardsmark, GP, a Delaware general partnership, hereinafter referred to as "Contractor," and the County of San Luis Obispo (hereafter "County"), a political subdivision of the State of California.

### **RECITALS**

WHEREAS, Assembly Bill 118 created the 2011 Realignment Act (Stats. 2011, Ch. 40, Sec. 1) which amended and added various provisions of statutory law, including Government Code sections 30025 et seq; and

WHEREAS, Government Code section 30025 establishes the Local Revenue Fund 2011 in the State Treasury, and creates within the fund the Trial Court Security Account; and

WHEREAS, section 30025 provides that funds transferred to the Local Revenue Fund 2011 shall be continuously appropriated and allocated pursuant to statute exclusively for Public Safety Services; and

WHEREAS, subdivision (f)(3) of section 30025 provides that monies deposited into the Trial Court Security Account shall be used exclusively to fund trial court security provided by county sheriffs, and shall not be charged any general county administrative costs, including costs to administer the account; and

WHEREAS, prior to the enactment of the Act, the Superior Court of the State of California in and for the County of San Luis Obispo contracted with Guardsmark, Inc., a private security service, for the provision of trial court security; and

WHEREAS, due to the enactment of the 2011 Realignment Act, the responsibility for the provision of such services now rests with the Sheriff of the County of San Luis Obispo; and

WHEREAS, in order to maintain continuity of services and provide a cost effective method of providing security services for the Superior Court, the Sheriff desires to contract with Guardsmark for the continued provision of security services to the county trial courts;

NOW THEREFORE, the parties do agree as follows:

1. **Scope of Service.** Contractor agrees to provide the Scope of Services set out in Exhibit A attached hereto and made a part thereof by this reference.
2. **Compensation and Billing for Services.** County shall compensate contractor for performing the services provided hereunder, in accordance with Exhibit B, attached hereto and incorporated herein by reference.

3. Effective Date and Duration of Contract. The effective date and duration of this Contract shall be as specified on Exhibit C, attached hereto and incorporated herein by reference.
4. General Provisions. Contractor and County shall comply with all applicable provisions of the General Provisions, attached hereto as Exhibit D and incorporated herein by reference.
5. Special Conditions. Contractor and County shall comply with all applicable provisions of the Special Conditions attached hereto as Exhibit E and incorporated herein by reference.

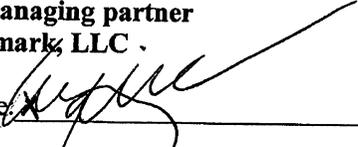
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first mentioned above.

**County of San Luis Obispo**

\_\_\_\_\_  
**Chairman of the Board of Supervisors**

Date: \_\_\_\_\_

**Guardsmark, GP**  
**By its managing partner**  
**Guardsmark, LLC**

Signature: 

Printed Name: \_\_\_\_\_  
**IRA A. LIPMAN**

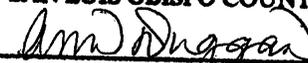
Title: \_\_\_\_\_  
**PRESIDENT**

Date: 2/13/12

APPROVED  
For Execution  
By: \_\_\_\_\_ *K.L.*  
By: \_\_\_\_\_ *g*  
By: \_\_\_\_\_ *g*  
By: \_\_\_\_\_ *L*

**APPROVED AS TO FORM  
AND LEGAL EFFECT**

**WARREN R. JENSEN  
COUNTY COUNSEL  
SAN LUIS OBISPO COUNTY**

By:   
Deputy County Counsel

Date: 5/3/12