

CITY OF STOCKTON
STANDARD AGREEMENT

Agreement Number:

1. This Agreement is entered into between the City of Stockton ("City") and Securitas Security Services USA, Inc. ("Contractor") to provide Private Security Guard Services as set forth in Exhibit A to this Agreement.

2. The term of this Agreement is as follows, unless amended as described in Exhibit A and Exhibit C section 8:
Commences on: 9/1/2019 Terminates on: 8/31/2023

3. The maximum not to exceed amount to be paid to Contractor for the term of this Agreement, including if authorized, reimbursement of expenses, is: \$ 6,145,923

4. The complete Agreement consists of all the following Agreement documents which by reference are incorporated and made a part of this Agreement. The parties agree to comply with the terms and conditions of this Agreement.

- (a) Exhibit A – Statement of Work
- (b) Exhibit B – Insurance
- (c) Exhibit C – General Terms and Conditions
- (d) Exhibit D – Professional Services Special Terms & Conditions
- (e) Exhibit E – Compensation Schedule
- (f) Exhibit F – Timeline

IN WITNESS WHEREOF, the authorized parties have executed this Agreement.

CONTRACTOR

Securitas Security Services USA, Inc.
Contractor's Name (if other than an individual, state whether a corporation, partnership, etc.):

[Signature] 7/26/19
Authorized Signature Date

Kelly Davis, ATP
Printed Name and Title of Person Signing

3115 W. MARCH LANE, STOCKTON CA 95219
Address

CITY OF STOCKTON

[Signature] 8/27/19
Laurie Montes, Acting City Manager Date

ATTEST: [Signature]
Eliza Garza, City Clerk



APPROVED AS TO FORM:
John M. Luebberke, City Attorney

BY: _____

2019-08-20-1113 NP

EXHIBIT A
STATEMENT OF WORK

1. Project Objectives

- 1.1 The Contractor must be able to provide fixed post and patrol security services including, but not limited to bicycle, vehicle, and foot patrol at various City of Stockton facilities, in accordance with the estimated schedule in Exhibit F.

Except in emergency situations (as determined by the City of Stockton), daily start and stop times, days of the week, and seasonal start and stop times can be altered for each location with at least 24 hours advanced notice by the City. The City reserves the right to adjust schedule (increase or decrease hours) for any location or to add or subtract locations based on operational need and/or budgetary resources.

2. Project Scope

2.1 SPECIAL EVENT AND RENTAL SECURITY SERVICES

The Community Services Department manages over 300 private and public events on City of Stockton property annually. These properties consist of Community Centers, Outdoor & Indoor Event Venues, and City Parks. The attendance at these events can range from 50 – 10,000 people.

In conjunction with the estimated schedule in Exhibit F, the Contractor would be recognized as the preferred guard company for these event organizers to contract with directly for guard services. The Contractor shall be able to facilitate security services for all different types of events such as wedding receptions, cultural gatherings, concerts, and sporting events. The Contractor shall be able to equip personnel with radios to allow communication between personnel and supervisors and must have access to security wands or metal detectors to prevent attendees from bringing in weapons or contraband into the event site. When deemed necessary, security personnel shall attend a pre-event briefing with the Event Police Sergeant (i.e., large events, alcohol allowed, etc.).

The City of Stockton requires one security guard per 100 people in attendance. A minimum of one security guard shall remain on-site until the client and their associates leave the facility, and the facility has been secured by a City of Stockton event monitor.

2.2 SCOPE OF SERVICES

Within City facilities, the contractor will encounter, confront, and will have to address issues which may include, but not be limited to loitering, homelessness, property crime related to theft or vandalism, crowd control, and public safety during large special events and meetings, and disorderly conduct.

Contractor shall provide all labor, material, vehicles, bicycles, and personnel equipment such as flashlights, radio, cellular phone, tablet or other communication devices, and guard uniforms.

Contractor shall provide security services in accordance with the requirements of this scope of services. Contractor shall be responsible for the following services and duties:

- A. Establish a visual presence that communicates to the public that the facilities are safe and secured;
- B. Greet, engage, and assist visitors in each facility as well as patrol and maintain security. Escort unwanted visitors out as quickly as possible if they linger in the facility, after inquiring whether they need assistance;
- C. Lock and unlock buildings, gates and access ways and maintain key security; The Contractor shall be responsible for the series of keys assigned to it and shall assign these keys to its personnel for use in maintaining the facilities. The Contractor shall properly use and keep safe all keys or locks issued by the City to the Contractor. The Contractor shall report all lost or stolen keys or locks to the City within twenty-four (24) hours of discovering the keys or locks are lost or stolen. The Contractor shall reimburse the City for the total cost of re-keying, replacement keys, and/or locks that have been lost. Upon termination or cancellation of the Contract, the Contractor shall immediately return all keys, cards, remotes, etc., to the City. The Contractor shall reimburse the City for the total cost of lost items.
- D. Respond to security, fire, and critical alarms or calls. Provide effective, efficient and proper response and follow through with authorities when emergencies arise in the facilities;
- E. Monitor and ensure restricted areas are limited to authorized persons only;
- F. Secure assets against damage, theft, fire, flood, storm, tempest or other events that may cause damage as instructed;
- G. Manage lost and found items by turning them into authorized personnel to be determined by the City;
- H. Keep and maintain a record of activity throughout the shift (a Daily Activity Report, or DAR), reporting significant events to the City as instructed;

- I. Review and analyze the DAR of the previous shift and take appropriate actions as necessary;
- J. Make regular, complete, but randomly timed rounds every day (even in inclement weather) throughout all facilities, including but not limited to multiple facility levels, parking lots, exterior perimeter, stairwells, public restrooms, lobbies, basements or anywhere that a person could hide or sleep. After fully checking a facility, security personnel shall write down observations/actions taken in the DAR.
- K. Engage those sleeping in or around City facilities, inform them that this behavior is prohibited, and escort them from the facility. If the person is a repeat offender or does not cooperate and leave the facility, the security guard shall call the police;
- L. Engage people who are urinating or defecating in or around any City facility and inform them that this behavior must cease immediately, is unacceptable, illegal, and subject to citation. If the person is disobedient, nonconforming, defiant and/or threatening, security guard shall call the police;
- M. Respond to emergencies, intervene when appropriate to resolve the incident and contact the proper authorities immediately as needed, including the police, and/or fire;
- N. Contractor shall designate a primary point of contact, a "Project Manager," for City staff to communicate with on an as-needed basis. Project Manager shall keep City informed of any, and all personnel changes and any site-specific issues or recurring problems.
- O. Provide a contract supervisor to monitor, evaluate, and provide coverage for guard performance at all sites, and for all shifts.
- P. Supervisor shall make changes to staff's weekly regular schedules, as needed, to compensate for scheduled and unscheduled absences; read, review and approve all DAR and SIR forms; correct security guards for lack of performance issues, such as inability to follow written or oral instructions, and uniform appearance; attend regularly scheduled meetings with contractor's Project Manager and City personnel, and proactively address any gaps in service level or guard performance.

3. Specifications

3.1 REPORTING REQUIREMENTS

The contractor is required to update and maintain Daily Activity Reports (DAR) and Special Incident Reports (SIR) documenting security-related problems at each site. Contractor shall ensure that the DARs and SIRs are verified for completeness/accuracy. **Sample DAR and SIR forms must be included in Submittal.**

Contractor shall ensure that each DAR includes at a minimum the following information:

- A. Security Guard's name, assignment, equipment check, date/time/facility and descriptions of patrol activities;
- B. Summary of security logs including the number of reported incidents and associated details along with photos of the incidents;
- C. Record of any actions, follow-ups or updates on the identified incidents;
- D. Summary of any reportable incidents;
- E. List of any vehicles that are out of service and details of the nominated replacement vehicles;
- F. Hourly communication between security guards and supervisors shall be recorded on the DAR.
- G. DARs must be digital and emailed to authorized City personnel for each site, each day.
- H. Contractor shall produce SIRs for all crimes committed in the facilities, medical aid calls when advanced medical aid needs to be summoned, any injury on City property, and any irregular or suspicious activity which needs to be documented outside the daily DAR. Contractor shall ensure that each SIR includes at a minimum the following information:
 - 1. Date, time, facility address, Security Guard's name, and badge number;
 - 2. A detailed description of the incident; and
 - 3. All actions that were taken, i.e., license plate numbers, names, phone numbers, descriptions, photos, statements, locations, police case number, and names of City staff contacted, when applicable.

3.2 **CASH HANDLING**

- A. If site involves cash handling, Contractor must adhere to the City's Cash Handling Policy, Exhibit G. Contractor is responsible for employee training, and documentation that employee has read the Cash Handling Policy should be placed in each employee's personnel folder. If the employee has any questions regarding the policy, the security company should review the policy with the employee.

Cash Handling Procedures are as follows:

1. There must be two security guards present whenever cash is collected and transported to City's designated deposit site. If cash is not in the custody of two personnel during the travel, signatures, log numbers, and sealed bags must be used to ensure accountability at all times.
2. There must be a cash count sheet which documents:
 - (a) Names of person(s) removing cash from safe
 - (b) Date/time cash is removed from safe
 - (c) Date/time cash is returned to safe
 - (d) Cash breakdown – coins, bills, checks, credit card slips
 - (e) Two signature lines for the person(s) attesting to cash count and amount
3. Two people must count cash, and both people must sign the cash count sheet acknowledging that the recorded amount of cash was in the bag
4. Each time cash is handed off to the next person, the person accepting the cash must count the cash before accepting it and keep the signed copy of the cash record with the cash.
5. Bank deposit slips must match the cash sheets.
6. All change/register funds, including any safe amounts, must be counted and logged with employee initials at each site, each day.

Contractor's supervisor must visit each site handling cash not less than once per month to audit all cash on site and document such audit. All audit results must be sent to City monthly and will be included in the quarterly security review with City Staff.

3.3 **TOLL BOOTH OPERATION**

- A. The Contractor will collect tolls at Buckley Cove, secure the funds, prepare daily reports and deposits, and deliver them to the Administrative Services Department in accordance with City of

Stockton cash handling directives, policies, and procedures. Schedule for pick-up of funds from toll booths and delivery to Administrative Services will be mutually agreed upon but shall not be less than three (3) times, per week. Pick up times can be altered according to seasonal needs with adequate notice by the City.

4. Internal and External Standards and Guidelines

4.1 LICENSES AND PERMITS

At all times during the contract period, the Contractor will possess valid licenses and permits, and adhere to all regulations required by the following:

- A. State of California Business and Professions Code Division 3, Chapter 11.5 Private Security Services.
- B. State of California Code of Regulations, Title 16, Division 7.
- C. Stockton Municipal Code Sections 5.04.040.

4.2 EMPLOYEE SELECTION

The City of Stockton may reject or demand the immediate replacement of any security employees that do not meet one or more of the selection or performance criteria noted below. In an effort to retain site knowledge and expertise, the Contractor shall interview existing security staff for potential employment. All employees selected to work at one or more City of Stockton location shall be qualified based on meeting, at a minimum, the following:

- A. Be a United States Citizen or possess the necessary authority from the U.S. Citizenship and Immigration Services to be employed in the United States.
- B. Possess a valid California driver license.
- C. Possess a high school diploma or equivalent.
- D. Possess the ability to communicate effectively in the English language, both oral and written. Write legible, complete, and accurate DARs.
- E. Successfully pass a drug screening evaluation and background investigation to include fingerprinting within the previous twelve (12) months.

- F. Possess adequate physical and mental health, including good corrected eyesight (correctable to 20/20, good visual acuity and normal color perception), hearing, sense of smell, and mobility necessary to perform security guard service functions.
- G. Ability to assess a situation, and quickly determine what is going on and what type of assistance/action will be needed.
- H. Ability to walk three (3) miles, including stairwells, in good physical condition during assigned shift.
- I. Ability to give general directions and information to customers.
- J. Ability to be professional, courteous, and helpful; and the ability to display a proactive problem-solving approach to issues and questions. Security guards should be outgoing and focused on customer service as a critical part of their security function.
- K. If selected to drive a security vehicle, the employee(s) must maintain a good driving record, including, but not limited to, no moving violations within the last twelve (12) months, have had proper training in the use of all equipment associated with the use of the vehicle, including first aid/CPR training.
- L. Possession of valid credentials evidencing Security Guard Registration with the Bureau of Security and Investigative Services of the California Department of Consumer Affairs. The guard must be in possession of these credentials at all times and must be presented at any time to any law enforcement officer or City representative. Failure of a guard to meet this requirement may result in liquidated damages and nonpayment by City to the Contractor for such guard services. Contractor shall replace guard in the event the guard fails to provide proper credentials.
- M. Shift Supervisor: Same qualifications as a security guard and ability to effectively supervise security guards and make changes to staff's weekly regular schedules, as needed, to compensate for scheduled and unscheduled absences. Have a working knowledge of the company's organization, training, and resources outside of the City account. Maintain and obtain company equipment such as vehicles, flashlights, uniforms, blank DAR, and SIR report forms. Read, review, and sign guards' DAR and SIR forms. Have the ability to correct security guards for lack of performance issues such as the inability to follow written or oral instructions and uniform appearance. Attend weekly meetings with the Contractor's Project Manager and City personnel.

4.3 **SUPERVISION**

- A. Contractors will provide adequate supervision of personnel to ensure their employees are attentive at all times while on duty, and employees do not sleep, read, text, play video games, watch television, access the internet or any social media site, listen to audio headset equipment, consume alcohol, or perform any other distracting task while on duty. Contractors will ensure their employees are properly uniformed, neat, and professional in appearance, and courteous and professional in demeanor, at all times while on duty. Contractor agrees to schedule the supervisor to attend regularly scheduled meetings with City staff to review contract performance on not less than a quarterly basis. Times, dates, and places to be determined.
- B. The Contractor will ensure DAR logs are maintained at each site to verify the area is secured and document any unusual activity. Specific requirements may vary by site.
- C. The Contractor is responsible for payment of their employees' wages, salaries, overtime, benefits, taxes, insurance, and other required costs associated with employment. At no time are they considered employees of the City of Stockton. Employees assigned to duties with the City will not work in excess of 12 hours per day with a turnaround time of fewer than 12 hours, or 52 hours per week on all assignments combined. The City will not pay overtime unless requested by and approved by the Project Manager.

4.4 **PROFESSIONAL STANDARDS, UNIFORMS, AND EQUIPMENT**

- A. The Contractor will provide all necessary uniforms and equipment for their personnel. Contractor shall ensure that all uniforms are clean and pressed and clearly show the word "Security" on it as well as visibly display a name badge with the guard's picture, name and the name of the contractor.
- B. Contractor shall ensure that all staff acts professionally, and is courteous, well-groomed, well-mannered, and helpful to all customers. Contractor shall have established comprehensive standards of appearance for maintaining both professional standards of conduct and neat personal appearance for its employees.
- C. Required equipment includes a flashlight, pen and paper, either a portable two-way radio or a cellular telephone, and an automobile, bicycles, and safety equipment – all in good working condition. Other equipment such as rain gear, handcuffs, and pepper spray, may be

used with permission of the City. Contractor shall report any equipment malfunctions, problems, safety, and/or maintenance concerns to the City.

4.5 **VEHICLE**

Vehicles used by the Contractor must comply with the following:

- A. Be clearly marked as a security patrol vehicle on the front, back, and both sides with the contractor's company name and insignia.
- B. Be equipped with an emergency lighting system, in accordance with the California Highway Patrol, emergency road flares, and first aid kit.
- C. Be clean and well maintained in safe operating condition. The contractor will maintain vehicle maintenance and inspection records for all vehicles used to provide security guard service to the City. These records will be available for inspection upon request of the City.
- D. Be properly licensed with current registration and insured in accordance with State law.

4.6 **BICYCLES**

Bicycles used by Contractor must comply with the following:

- A. Be clearly marked as a security patrol bicycle with the contractor's company name and insignia.
- B. Be equipped with a lighting system, including reflectors and other safety equipment in accordance with the California Vehicle Code.
- C. Be clean and well maintained in safe operating condition. The contractor will maintain bicycle maintenance and inspection records for all bicycles used to provide security guard service to the City of Stockton.
- D. Be properly licensed with the City in accordance with the Stockton Municipal Code.

4.7 **CONTRACT PERFORMANCE**

The City will evaluate the Contractor's performance under the conditions of this contract. The contractor will be required to meet not less than quarterly with the City representative(s).

5. **Notices**

Pursuant to Exhibit C – General Terms and Conditions, Paragraph 15 – Notices, the mailing address for all required notices is as follows:

Contractor: Securitas Security Services USA, Inc.	City: City of Stockton
Attn: Kelly Davis	Attn: City Manager
3115 W. March Lane #125	425 N. El Dorado Street
Stockton, CA 95219	Stockton, CA 95202

6. **Key Personnel**

Kelly Davis, Area Vice President
888-314-4277
Kelly.davis@securitas.com

David Engeldinger, Branch Manager
209-473-7892
David.engeldinger@securitasinc.com

EXHIBIT B INSURANCE

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the **general aggregate limit shall be twice** the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. ***(Not required if consultant provides written verification it has no employees)***
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the Consultant's profession, with limit no less than **\$1,000,000** per occurrence or claim, \$2,000,000 aggregate. (If Claims-made, see below.)

If the Consultant maintains higher limits than the minimums shown above, the City of Stockton requires and shall be entitled to coverage for the higher limits maintained by the consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Stockton.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers are to be covered as additional insureds on the CGL policy and AL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (**at least as broad as** ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used). Additional insured Name of Organization shall read "City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers." Policy shall cover City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers for all locations work is done under this contract.

Primary Coverage

For any claims related to this contract, the **Consultant's insurance coverage shall be endorsed as primary** insurance as respects the City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers. Any insurance or self-insurance maintained by the City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers shall be excess of the Consultant's insurance and shall not contribute with it. The City of Stockton does not accept endorsements limiting the Consultant's insurance coverage to the sole negligence of the Named Insured.

Notice of Cancellation

Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the City of Stockton.**

Waiver of Subrogation

Consultant hereby grants to City of Stockton a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City of Stockton by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Stockton has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City of Stockton Risk Services. The City of Stockton may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII if admitted to do business in the State of California; if not admitted to do business in the State of California, insurance is to be placed with insurers with a current A.M. Best's rating of no less than A+:X.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. If Claims Made policy form is used, a three (3) year discovery and reporting tail period of coverage is required after completion of work.

Verification of Coverage

Consultant shall furnish the City of Stockton with original certificates and amendatory endorsements required by this clause. All certificates and endorsements are to be received and approved by the City of Stockton Risk Services before work commences. Failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City of Stockton reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time, for any reason or no reason.

Consultant shall, prior to the commencement of work under this Agreement, provide the City of Stockton with a copy of its Declarations Page and Endorsement Page for each of the required policies.

Certificate Holder Address

Proper address for mailing certificates, endorsements and notices shall be:

- City of Stockton
- 400 E Main Street, 3rd Floor – HR
- Attn: City Risk Services
- Stockton, CA 95202

City of Stockton Risk Services Phone: 209-937-5037

City of Stockton Risk Services Fax: 209-937-8558

Maintenance of Insurance

If at any time during the life of the Contract or any extension, the Consultant fails to maintain the required insurance in full force and effect, all work under the Contract shall be discontinued immediately. Any failure to maintain the required insurance shall be sufficient cause for the CITY to terminate this Contract.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that City of Stockton is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

City of Stockton reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. **Goods, Equipment and Services.** Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to City the services described in Exhibit A of the Agreement. Contractor shall provide said services at the time, place and in the manner specified in Exhibit A of the Agreement.

1.1 Any equipment/software provided by Contractor in connection with Contractor's services is for Contractor's use and will always be Contractor property. Contractor is not selling or leasing any of the equipment/software to City, and Contractor will remove its equipment/software upon termination of the Agreement.

1.2 Other than intellectual property rights in items designed/developed specifically and exclusively for City under the Agreement, all intellectual property related to or arising from Contractor's performance will remain the property of Contractor or its contractors.

2. **City Assistance, Facilities, Equipment and Clerical Support.** Except as set forth in Exhibit A, Contractor shall, at its sole cost and expense, furnish and maintain all facilities and equipment that may be required for furnishing services pursuant to this Agreement. If applicable, City shall furnish to Contractor only the facilities and equipment listed in Exhibit A to the Agreement.

3. **Compensation.** City shall pay Contractor for services rendered pursuant to this Agreement as described more particularly in Exhibit A and Exhibit E to the Agreement.

3.1 Invoices submitted by Contractor to City must contain a brief description of work performed, time spent and City reference number. Within thirty (30) days of receipt of Contractor's invoice, City will review invoice, and if acceptable make payment on approved invoice.

3.2 Upon completion of work and acceptance by City, Contractor shall have sixty (60) days in which to submit final invoicing for payment. An extension may be granted by City upon receiving a written request thirty (30) days in advance of said time limitation. The City shall have no obligation or liability to pay any invoice for work performed which the Contractor fails or neglects to submit within sixty (60) days, or any extension thereof granted by the City, after the work is accepted by the City.

3.3 Contractor may raise its rates on 90 days' written notice to account for any increases in (a) health care, benefit, or insurance costs, (b) labor or fuel costs, (c) costs arising from changes to laws, regulations, or insurance premiums, (d) SUI or similar taxes, or (e) any other taxes, fees, costs or charges related to Contractor's services.

3.4 City agrees that the prices Contractor charges City may be different (higher or lower) than the prices Contractor charges others.

4. **Sufficiency of Contractor's Work.** All Contractor services, work, and deliverables shall be performed in a good and workmanlike manner with due diligence in accordance with the degree of skill normally exercised by similar contractors supplying services and work of a similar nature, and in conformance with applicable laws, codes and professional standards. Contractor's work shall be adequate and sufficient to meet the purposes of this Agreement.

5. **Ownership of Work.** All reports, work product, all other documents completed or partially completed by Contractor or its approved subcontractors, in performance of this Agreement, and if applicable, drawings, designs, and plan review comments shall become the property of the City. Any and all copyrightable subject matter in all materials is hereby assigned to the City and the Contractor and its approved subcontractors agree to execute any additional documents that may be necessary to evidence such assignment. All materials shall be delivered to the City upon completion or termination of the work under this Agreement. If any materials are lost, damaged or destroyed before final delivery to the City, the Contractor shall replace them at its own expense. Contractor and its approved subcontractors shall keep materials confidential. Materials shall not be used for purposes other than performance of services under this Agreement and shall not be disclosed to anyone not connected with these services, unless the City provides prior written consent.

6. **Timeliness.** Time is of the essence in this Agreement. Further, Contractor acknowledges that the failure of Contractor to comply with the time limits described in Exhibit A and Exhibit F may result in economic or other losses to the City.

7. **Changes.** Both parties to this Agreement understand that it may become desirable or necessary during the term of this Agreement for City to modify the scope of services provided for under this Agreement. Any material extension or change in the scope of work shall be discussed with City and the change and cost shall be memorialized in a written amendment to the original contract prior to the performance of the additional work. Until the amendment is so executed, City will not be responsible to pay any charges Contractor may incur in performing such additional services, and Contractor shall not be required to perform any such additional services.

8. **Amendment.** No variation of the terms of this Agreement shall be valid unless an amendment is made in writing and signed by both parties.

9. **Contractor's Status.**

9.1 In performing the obligations set forth in this Agreement, Contractor shall have the status of an independent contractor and Contractor shall not be considered to be an employee of the City for any purpose. All persons working for or under the direction of Contractor are its agents and employees and are not agents or employees of City. Contractor by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of City. Except as expressly

provided in Exhibit A, Contractor has no authority or responsibility to exercise any rights or power vested in the City. No agent, officer or employee of the City is to be considered an employee of the Contractor. It is understood by both Contractor and City that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

- 9.2 Contractor shall determine the method, details and means of performing the work and services to be provided by Contractor under this Agreement. Contractor shall be responsible to City only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to City's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement. Contractor has control over the manner and means of performing the services under this Agreement. If necessary, Contractor has the responsibility for employing other persons or firms to assist Contractor in fulfilling the terms and obligations under this Agreement.
- 9.3 If in the performance of this Agreement any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Contractor.
- 9.4 It is further understood and agreed that Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's assigned personnel under the terms and conditions of this Agreement.

10. Subcontractor.

- 10.1 Subcontractors shall not be recognized as having any direct or contractual relationship with City. Contractor shall be responsible for the work of subcontractors, which shall be subject to the provisions of this Agreement. Subcontractors will be provided with a copy of the Agreement and be bound by its terms. Contractor is responsible to City for the acts and omissions of its subcontractors and persons directly or indirectly employed by them.
- 10.2 If in the performance of this Agreement any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment including hours, wages working conditions, discipline, hiring, and discharging or any other term of employment or requirement of law shall be determined by Contractor.

- 10.3 It is further understood and agreed that Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's personnel.

11. Termination.

- 11.1 Termination for Convenience of City. Either party may terminate this Agreement without cause or penalty upon sixty (60) days' written notice. The Agreement shall then be deemed terminated, and no further work shall be performed by Contractor. If the Agreement is so terminated, the Contractor shall be paid for the work actually completed at the time the notice of termination is received.
- 11.2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.
- 11.3 Funding- Non-Appropriation. It is mutually understood between the Parties that payment to the Contractor for performance shall be dependent upon the availability of appropriations by the City Council for the purposes of this Agreement. No legal liability on the part of the City for any payment may arise under this Agreement until funds are made available and until the Contractor has received funding availability, which will be confirmed in writing. If funding for any fiscal year is reduced or deleted, or if the City loses funding for any reason, the City, in its sole discretion, shall have the option to either (a) cause this Agreement to be canceled or terminated pursuant to applicable provisions of the Agreement; or (b) offer to amend the Agreement to reflect the reduced funding for this Agreement.

12. Non-Assignability. The Contractor shall not assign, sublet, or transfer this Agreement or any interest or obligation in the Agreement without the prior written consent of the City, and then only upon such terms and conditions as City may set forth in writing. Contractor shall be solely responsible for reimbursing subcontractors.

13. Indemnity and Hold Harmless.

13.1 Contractor will defend, controlling such defense, and indemnify City, and others to be defended or indemnified under the Agreement, against any claim or loss only to the extent the claim or loss is caused by the negligence of Contractor while acting within the scope of its specified duties. However, Contractor's liability will in no event exceed \$2 million, and with respect to alarm response services only, Contractor's liability for any claim arising from any delay or failure in responding to an alarm will in no event exceed \$500. Contractor's liability for lost keys or re-keying will in no event exceed \$5,000 and Contractor's liability arising from or related to cash handling or transport will in no event exceed \$1,000. Further, Contractor will not be liable for any (a) punitive or consequential damages, (b) damages arising from events beyond Contractor's reasonable control, or (c) injuries or deaths arising from any conditions of City's premises.

13.1(a) Additional insureds will only be covered by Contractor's insurance for liability assumed by Contractor in these Exceptions, subject to the terms of Contractor's insurance; and (b) City acknowledges that Contractor's deductibles/self-insured retentions (GL - \$500K; PL - \$500K; AL - \$750K; WC - \$1 million) are acceptable.

13.2 Notwithstanding anything to the contrary, in connection with the U.S. Safety Act, each party waives all claims against the other for damages arising from or related to an act of terrorism, and the parties intend for this waiver to flow down to their respective contractors and subcontractors.

14. Insurance. During the term of this Agreement, Contractor shall maintain in full force and effect at its own cost and expense the insurance coverage as set forth in the attached Exhibit B to this Agreement and shall otherwise comply with the other provisions of Exhibit B to this Agreement.

15. Notices. All notices herein required shall be in writing and shall be sent by certified or registered mail, postage prepaid, addressed in Exhibit A to this Agreement.

16. Conformance to Applicable Laws. Contractor shall comply with all applicable Federal, State, and Municipal laws, rules, and ordinances. Contractor shall not discriminate in the employment of persons or in the provision of services under this Agreement on the basis of any legally protected classification, including race, color, national origin, ancestry, sex or religion of such person.

17. Licenses, Certifications and Permits. Prior to the City's execution of this Agreement and prior to the Contractor's engaging in any operation or activity set forth in this Agreement, Contractor shall obtain a City of Stockton business license, which must be kept in effect during the term of this Agreement. Contractor covenants that it has obtained all certificates, licenses, permits and the like required to perform the services under this Agreement. Such licenses, certificates and permits shall be maintained in full force and effect during the term of this Agreement.

18. Records and Audits.

Contractor shall maintain all records regarding this Agreement and the services performed for a period of three (3) years from the date that final payment is made. At any time during normal business hours, the records shall be made available to the City to inspect and audit. To the extent Contractor renders services on a time and materials basis, Contractor shall maintain complete and accurate accounting records, in a form prescribed by City or, if not prescribed by City, in accordance with generally accepted accounting principles, such records to include, but not be limited to, payroll records, attendance cards, time sheets, and job summaries.

19. Confidentiality. Contractor shall exercise reasonable precautions to prevent the unauthorized disclosure and use of City reports, information or conclusions.

20. Conflicts of Interest. Contractor covenants that other than this Agreement, Contractor has no financial interest with any official, employee or other representative of the City. Contractor and its principals do not have any financial interest in real property, sources of income or investment that would be affected in any manner of degree by the performance of Contractor's services under this Agreement. If such an interest arises, Contractor shall immediately notify the City.

21. Waiver. In the event either City or Contractor at any time waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or of any other covenant, condition or obligation. No payment, partial payment, acceptance, or partial acceptance by City shall operate as a waiver on the part of City of any of its rights under this Agreement.

22. Governing Law. California law shall govern any legal action pursuant to this Agreement with venue for all claims in the Superior Court of the County of San Joaquin, Stockton Branch or, where applicable, in the Federal District Court of California, Eastern District, Sacramento Division.

23. No Personal Liability. No official or employee of City shall be personally liable to Contractor in the event of any default or breach by the City or for any amount due Contractor.

24. Severability. If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or city statute, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

25. Non-Discrimination. During the performance of this Agreement, Contractor and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state, or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition (including genetic characteristics), marital status, age, political affiliation, sex or sexual orientation, family and medical care leave, pregnancy leave, or disability leave. Contractor and its officers, employees, agents, representative or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the City's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12990 (et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulation or Code of Federal Regulations. Title VI of the Civil Rights Act of 1964 requires that "no person in the United States shall, on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any

program or activity receiving federal financial assistance.” (42 USC Section 2000d). <http://www.dol.gov/oasam/regs/statutes/titlevi.htm>. The City requires compliance with the requirements of Title VI in all of its programs and activities regardless of funding source.

26. Force Majeure. Neither party shall be responsible for delays or failures in performance resulting from acts of God, acts of civil or military authority, terrorism, fire, flood, strikes, war, epidemics, pandemics, shortage of power or other acts or causes reasonably beyond the control of that party. The party experiencing the force majeure event agrees to give the other party notice promptly following the occurrence of a force majeure event, and to use diligent efforts to re-commence performance as promptly as commercially practicable.

27. Taxes and Charges. Contractor shall be responsible for payment of all taxes, fees, contributions or charges applicable to the conduct of the Contractor’s business.

28. Cumulative Rights. Any specific right or remedy provided in this Agreement will not be exclusive but will be cumulative of all other rights and remedies to which may be legally entitled.

29. Advice of Attorney. Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

30. Heading Not Controlling. Headings used in this Agreement are for reference purposes only and shall not be considered in construing this Agreement.

31. Entire Agreement, Integration, and Modification.

31.1 This Agreement represents the entire integrated agreement between Contractor and the City; supersedes all prior negotiations, representations, or agreements, either written or oral between the parties and may be amended only by a written Amendment signed by the Contractor and City Manager.

31.2 All Exhibits to this Agreement and this Agreement are intended to be construed as a single document.

32. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

33. Authority. The individual(s) executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

EXHIBIT D

PROFESSIONAL SERVICES SPECIAL TERMS AND CONDITIONS

1. **Definitions.** The following words and phrases have the following meanings for purposes of this Agreement:

1.1 "Services" means, collectively, the services, duties and responsibilities described in Exhibit A of this Agreement and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

1.2 "Deliverable" means quantifiable goods or services that will be provided upon completion of a project. A deliverable is any tangible material, work or thing delivered by one party to the other, including associated technical documentation. A deliverable can be tangible or intangible parts of the development process, and often are specified functions or characteristics of the project.

2. **General.** The following terms and conditions are applicable for the Professional Services only. The special conditions shall be read in conjunction with the Standard Agreement, General Terms and Conditions ("GTC") Exhibit C, and all other Exhibits identified in the Standard Agreement.

2.1 Where any portion of the GTC is in conflict to or at variance with any provisions of the Special Conditions of the Agreement, then unless a different intention stated, the provision(s) of the Special Conditions of the Agreement shall be deemed to override the provision(s) of GTC only to the extent that such conflict or variations in the Special Conditions of the Agreement are not possible of being reconciled with the provisions of the GTC.

2.2 In the case of modification of a part or provision of the GTC, the unaltered part or provision, or both shall remain in effect. The Special Conditions shall relate to a particular project and be peculiar to that project but shall not weaken the character or intent of the GTC.

3. **Time for Performance.**

3.1 Contractor shall perform the services according to the schedule contained in Exhibit F.

3.2 Timeliness of Performance i) Contractor shall provide the Services, and Deliverables within the term and within the time limits required under this Agreement, pursuant to the provisions of Exhibit A and Exhibit F. ii) Neither Contractor nor Contractor's agents, employees nor subcontractors are entitled to any damages from the City, nor is any party entitled to be reimbursed by the City, for damages, charges or other

losses or expenses incurred by Contractor by reason of delays or hindrances in the performance of the Services, whether or not caused by the City.

4. Standard of Performance

In addition to Exhibit C, Section 4 and 17, Contractor agrees as follows:

4.1 Contractor's Services shall be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of Contractor's profession currently practicing under similar conditions. Contractor shall comply with the profession's standard of performance, applicable laws, regulations, and industry standards. By delivery of completed work, Contractor certifies that the work conforms to the requirements of this Agreement and all applicable federal, state and local laws. If Contractor is retained to perform services requiring a license, certification, registration or other similar requirement under California law, Contractor shall maintain that license, certification, registration or other similar requirement throughout the term of this Agreement.

4.2 Contractor acknowledges that it is entrusted with or has access to valuable and confidential information and records of the City and with respect to that information, Contractor agrees to be held to the standard of care of a fiduciary. Contractor shall assure that all services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Contractor must provide copies of any such licenses. Contractor remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Contractor or its subcontractors or others on its behalf. All Deliverables must be prepared in a form and content satisfactory to the Using Agency and delivered in a timely manner consistent with the requirements of this Agreement.

4.3 If Contractor fails to comply with the foregoing standards, Contractor must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure. Any review, approval, acceptance or payment for any of the Services by the City does not relieve Contractor of its responsibility for the professional skill and care and technical accuracy of its Services and Deliverables. This provision in no way limits the City's rights against Contractor either under this Agreement, at law or in equity.

5. Compensation

5.1 In addition to Section 3 Compensation in Exhibit C – GTC, the Contractor shall be compensated for the services provided under this Agreement as follows:

5.1.1 Contractor shall be compensated for services rendered and accepted under this Agreement and shall be paid monthly, in arrears on a not to exceed

basis, based upon the rates set forth in Exhibit E attached hereto and made a part of this Agreement. Contractor may vary the compensation for each task in Exhibit E provided that the total project compensation listed in Exhibit E and the Standard Agreement is not exceeded.

6. Personnel

6.1 None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written agreement and shall be subject to each provision of this Agreement. Contractor shall provide subcontractor a copy of this fully executed Agreement.

6.2 Contractor agrees to assign only competent personnel according to the reasonable and customary standards of training and experience in the relevant field to perform services under this Agreement. Failure to assign such competent personnel shall constitute grounds for termination of this Agreement. The payment made to Contractor pursuant to this Agreement shall be the full and complete compensation to which Contractor and Contractor's officers, employees, agents, and subcontractors are entitled for performance of any work under this Agreement. Neither Contractor nor Contractor's officers or employees are entitled to any salary or wages, or retirement, health, leave or other fringe benefits applicable to employees of the City. The City will not make any federal or state tax withholdings on behalf of Contractor. The City shall not be required to pay any workers' compensation insurance on behalf of Contractor. Contractor shall pay, when and as due, any and all taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide City with proof of such payments upon request.

6.3 Key Personnel: Because of the special skills required to satisfy the requirements of this Agreement, Contractor shall not reassign or replace key personnel without the written consent of the City, which consent the City will not unreasonably withhold. "key personnel" means those job titles and the persons assigned to those positions in accordance with the provisions of this Agreement. The City may at any time in writing notify Contractor that the City will no longer accept performance of Services under this Agreement by one or more Key Personnel listed. Upon that notice Contractor shall immediately suspend the services of the key person or persons and must replace him or them in accordance with the terms of this Agreement. A list of key personnel is found in Exhibit A, Scope of Services.

7. Reports and Information

Contractor shall at such times and in such forms as the City may require furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters are covered by this Agreement as specified in Exhibit A and Exhibit E.

8. Findings Confidential

All of the reports, information, data, et cetera, prepared or assembled by the Contractor under this Agreement are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the City. Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is required by applicable law or by proper legal or governmental authority, is already rightfully in the Contractor's possession without obligation of confidentiality, is independently developed by Contractor outside the scope of this Agreement or is rightfully obtained from third parties. Contractor shall give City prompt notice of any such legal or governmental demand and reasonably cooperate with City in any effort to seek a protective order or otherwise to contest such required disclosure.

9. Copyright

No materials, including but not limited to reports, maps, or documents produced as a result of this Agreement, in whole or in part, shall be available to Contractor for copyright purposes. Any such materials produced as a result of this Agreement that might be subject to copyright shall be the property of the City and all such rights shall belong to the City, and the City shall be sole and exclusive entity who may exercise such rights.

10. Deliverables

Contractor shall prepare or provide to the City various Deliverables. "Deliverables" include work product, such as written reviews, recommendations, reports and analyses, produced by Contractor for the City. The City may reject Deliverables that do not include relevant information or data, or do not include all documents or other materials specified in this Agreement or reasonably necessary for the purpose for which the City made this Agreement or for which the City intends to use the Deliverables. If the City determines that Contractor has failed to comply with the foregoing standards, it has 30 days from the discovery to notify Contractor of its failure. If Contractor does not correct the failure, or if it is possible to do so, within 30 days after receipt of notice from the City specifying the failure, then the City, by written notice, may treat the failure as a default of this Agreement. Partial or incomplete Deliverables may be accepted for review only when required for a specific and well-defined purpose and when consented to in advance by the City. Such Deliverables will not be considered as satisfying the requirements of this Agreement and partial or incomplete Deliverables in no way relieve Contractor of its commitments under this Agreement.

EXHIBIT E
COMPENSATION SCHEDULE

The Contractor shall be compensated for the services identified in Exhibit A, Exhibit C, and Exhibit D to this Agreement as follows:

1. Project Price

1.1 The maximum the Contractor shall be paid on this Agreement is \$6,145,923 (hereafter the “not to exceed” amount). The “not to exceed” amount includes all payments to be made pursuant to this Agreement, including City approved reimbursable expenses, if any. Nothing in this Agreement requires the City to pay for work that does not meet the Standard of Performance identified in Exhibit D Section 4 or other requirements of this Agreement.

1.2 The Contractor shall be entitled to receive payments for its work performed pursuant to the Agreement. The City will pay Contractor based on invoices for acceptable work performed and approved until the “not to exceed” amount is reached. Thereafter, Contractor must complete services based on the Agreement without additional compensation unless there is a material change to the Statement of Work and Scope by a written Amendment.

1.3 If work is completed before the “not to exceed” amount is reached, the Contractor’s compensation will be based on the Contractor’s invoices previously submitted for acceptable work performed and approved.

2. Task Price. City shall pay Contractor for the services and expenses as described in Exhibit A and Exhibit F of this Agreement.

3. Hourly Rates. The following is a list of hourly billable rates that Contractor shall apply for additional services requested of the Contractor. Contractor shall be compensated based on the hourly rates set forth below, on a time and material basis for those services that are within the general scope of services of this Agreement, but beyond the description of services required under Exhibit A and Exhibit F, and all services are reasonably necessary to complete the standards of performance required by this Agreement. Any changes and related fees shall be mutually agreed upon between the parties by a written amendment to this Agreement.

Hourly Billable Rate Schedule

Post type	Standard Rate	Year 1	Year 2	Year 3	Year 4
Fixed	Guard Hourly Rate*	\$22.89	\$24.34	\$25.79	\$27.233
	Benefits**	included	Included	Included	Included
	Total Rate Per Hour	\$22.89	\$24.34	\$25.79	\$27.233

	Premium Rate Markups	1.5x	1.5x	1.5x	1.5x
	Overtime/Holiday	\$34.34	\$36.51	\$38.69	\$40.85
Vehicle patrol	Other (vehicle patrol hourly markup)***	included	Included	Included	Included
Cash handling	Other (cash handling hourly markup)***	\$35 each	\$40 each	\$45 each	\$50 each
Alarm response	24 hr/after hours alarm response (per alarm response incident, flat rate)	\$40 each	\$45 each	\$50 each	\$55 each
	Other-specify (All-inclusive Security vehicle)	\$492/wk	\$512/wk	\$532/wk	\$552/wk
	Other-specify (All-Inclusive bicycle patrol)	included	Included	Included	Included

*includes minimum wage, uniforms, equipment, training and other direct labor costs

**includes Affordable Care Act or other direct benefits

***includes vehicles/fuel, and cash handling duties/other as specified

4. **Additional Fees.** Should an amendment to the Agreement be issued for additional services that require the following items, the unit prices are as follows:

Title	Unit Price
	\$

5. **Invoice to Address.** Each invoice submitted shall identify the specific task(s) listed in Exhibit A and this Exhibit, and the completed work product/deliverable for the agreed upon price listed in this Exhibit. Invoices shall be submitted to the below address:

City of Stockton Police Department
 Attention: Erin Mettler, Fiscal Affairs
 22 E. Weber Ave, 4th floor
 Stockton, CA 95202

EXHIBIT F

TIMELINE

1. Consultant shall complete the requested services identified in Exhibit A as follows:

1.1 **PROJECT SCHEDULE**

The City reserves the right to adjust schedule (increase or decrease hours) for any location or to add or subtract locations based on operational need and/or budgetary resources.

Location/Description of Services	Post Type	Days	Times	Weekly Hours	Annual Hours
City Hall					
Lobby - 425 N. El Dorado Street	Fixed	Mon.- Alt. Fri.	0500-2030	128.25	6,669
Civic Center Parking Lot	Bicycle	(3.5 FTE guards)			
Council Meetings- 3 guards; dates and times will vary (35 weeks per yr. estimated)	Fixed	Tue.	1700-2100	12	432
					7,101
Alarm Response					
Various City buildings, community and recreation centers, libraries, and pools	Alarm Response	Any	Any	Avg	82
Pixie Woods-3121 Monte Diablo Ave.	Alarm Response	Any	Any		
Cesar Chavez Library (2 guards each day)					
605 N. El Dorado St.	Fixed	Mon./Tue./Thu.	1000-2000	60	3,120
		Wed.	1300-2000	14	728
		Fri.	1000-1700	14	728
		Sat.	1000-1700	14	728

2 random patrols during 8 hr shift	Vehicle patrol	Sun.-Sat.	2200-0600	14	728
				116	6,032
Fair Oaks Library					
2370 E. Main St.	Fixed	Mon. & Tue.	1000-1800	16	832
		Wed.	1300-1800	5	260
		Thu.	1000-2000	10	520
		Fri.	1000-1700	7	364
		Sat.	1200-1700	5	260
				43	2,236
Margaret Troke Library					
502 W. Ben Holt Dr.	Fixed	Mon./Tue./Thu.	1000-2000	30	1,560
		Wed.	1300-2000	7	364
		Fri.	1000-1700	7	364
		Sat.	1000-1700	7	364
					2,652
2 random patrols during 8 hr shift	Vehicle patrol	Sun.-Sat.	2200-0600	14	728
				65	3,380
Maya Angelou Library					
2324 Pock Ln.	Fixed	Mon.	1000-2000	10	520
		Tue. & Thu.	1000-1800	16	832
		Wed.	1300-1800	5	260
		Fri.	1000-1700	7	364
		Sat.	1200-1700	5	260
				43	2,236

Tracy Library

20 E. Eaton Ave., Tracy	Fixed	Mon. & Thu.	1500- 2000	10	520	
		Tue.	1100- 1900	8	416	
		Wed.	1300- 1800	5	260	
		Fri.	1100- 1700	6	312	
		Sat.	1000- 1700	7	364	
		Sun.	1200- 1700	5	260	
					41	2,132

Manteca Library

320 W. Center St., Manteca	Fixed	Mon.	1200- 2000	8	416
		Tue. & Thu.	1000- 1800	16	832
		Wed.	1300- 1800	5	260
		Fri. & Sat.	1000- 1700	14	728
		Sun.	1200- 1700	5	260
					48

Ripon Library

333 W. Main St., Ripon	Fixed	Mon.	1200- 2000	8	416
		Tue. & Thu.	1200- 1800	12	624
		Wed.	1300- 1800	5	260
		Fri.	1200- 1700	5	260
				30	1,560

Civic Auditorium

11pm - 6 am random patrols x 2 nightly	Vehicle	Sun.-Sat.	52 weeks	14	728
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Arnold Rue Community Center		October-March ONLY		
5758 Lorraine Ave.	Fixed	Mon.-Thu.	1600-2000	16 416
		Fri.	1500-1900	4 104
				520
Siefert Community Center		October-March ONLY		
128 W. Benjamin Holt Dr	Fixed	Mon.-Thu.	1600-2000	16 416
		Fri.	1500-1900	4 104
				520
Oak Park Senior Center		October-March ONLY		
730 E. Fulton St.	Fixed	Mon.-Fri.	Varies	20 520
Stribley Community Center		October-March ONLY		
1760 E. Sonora St.	Fixed	Mon.-Thu.	1600-2000	16 416
		Fri.	1500-1900	4 104
				520
Van Buskirk Community Center		October-March ONLY		
734 Houston Ave.	Fixed	Mon.-Thu.	1600-2000	16 352
		Fri.	1500-1900	4 88
Est. start in Fall 2019				
Golf Course/Park - 2 guards	Fixed	Sat. - Sun.	1800-0600	24 2,496
		Mon.-Thu.	2000-0600	40 4,160
		Fri.	1900-0600	11 1,144
				8,240
	Fixed	Holiday	est. 7	8 56
				36,562

Buckley Cove					
4911 Buckley Cove Wy.	Fixed/	Sun.-Sat.	0500-1900	98	5,110
		Holidays	est. 7	14	98
	Cash handling	1x daily on CH open days		7	324
					5,532
Municipal Utilities Plant					
2500 Navy Dr.	Vehicle	Sun.-Sat.	24 hrs	168	8,568
		Holidays	est. 7	24	168
			vehicle charge		12
Delta Water Supply Plant (as needed)		Holidays			
Waterfield Office West Lane (as needed)			1800-0600		500
		Holidays	est. 7		
					9,248
Municipal Service Center (Corporation Yard)					
1465 S. Lincoln St.	Fixed	Sun.-Sat.	24 hrs	168	8,568
		Holidays	est. 7	24	168
					8,736
Estimated Contract Total for all locations					67,179

**CITY OF STOCKTON, CALIFORNIA
CITY MANAGER ADMINISTRATIVE DIRECTIVE**

Subject:	Directive No. FIN-28	Page No. 1 of 2
City of Stockton Cash Handling Policy	Effective Date: 04/02/07	Revised From: 12/06/04 08/01/01 01/01/97

I. PURPOSE

To establish a uniform policy for cash handling activities for all City departments and to ensure that procedures and internal controls are in place to minimize the risk of errors, mishandling of funds and fraud.

II. POLICY

It is the Administrative Policy of the City of Stockton that all cash handling activities in every department/facility comply with all Administrative Services Department cash handling policies and procedures and that every employee, volunteer, vendor or other person assigned cash handling duties attends the City's cash handling training.

For the purpose of interpreting this policy, the word cash includes coin, currency, checks, travelers' checks, money orders and debit/credit card receipts and electronic files (cash).

For the purpose of interpreting this policy, the term cash handling activities includes the process of receipt of cash in payment for goods, services, fees or taxes, applying these payments to customer or City accounts, balancing cash batches, completing documents related to remit batches, preparing deposits, reconciling customer or City accounts and maintaining a petty cash or change fund.

III. PROCEDURES

Cash receipts procedures should include the following:

- A. Administrative Services Department is responsible for maintaining all cash handling procedures and guidelines in an electronic format that is accessible by all departments, for periodically reviewing and updating these procedures and guidelines and for notifying departments whenever new or updated procedures are implemented.
- B. All Departments cash handling procedures should comply with all Administrative Services cash handling and receipting procedures and guidelines. Exceptions may be granted if operational needs require cash handling procedures that differ from those of Administrative Services. To

**CITY OF STOCKTON, CALIFORNIA
CITY MANAGER ADMINISTRATIVE DIRECTIVE**

Subject:	Directive No. FIN-28	Page No. 2 of 2
City of Stockton Cash Handling Policy	Effective Date: 04/02/07	Revised From: 12/06/04 08/01/01 01/01/97

request an exception, the requesting Department must develop written alternate cash handling procedures and submit them to the Finance Division of the Administrative Services Department for approval by the Finance Officer.

- C. Departments are responsible for ensuring that every employee, volunteer, vendor or other person whose assigned duties involve handling City cash or funds adheres to the Department's written cash handling procedures and that they attend the City's cash handling training and obtain certification within a reasonable time of being assigned cash handling duties. Training and certification will be provided by the Human Resources Department.
- D. Departments will monitor and review the activities performed by the department's cash handlers to ensure compliance with procedures.
- E. Departments shall review and update their written cash receipts procedures every two years or sooner if requested by the Administrative Services Department. Updated procedures must be submitted to the Finance Division of the Administrative Services Department for approval by the Finance Officer.

The Administrative Services Department Cash Handling procedures are available on the Administrative Services Department Intranet page.

APPROVED:


 J. GORDON PALMER, JR.
 CITY MANAGER

CITY OF STOCKTON
STANDARD AGREEMENT AMENDMENT

Agreement Number:	Amendment Number:
2019-08-20-1113 NP	1

8/11/22

This Amendment Number 1 to the above referenced Agreement is entered into on _____ between the City of Stockton ("City") and Securitas Security Services USA, Inc. ("Contractor").

RECITALS

Exhibit C General Terms and Conditions, Paragraph 7 Changes, states the City may modify the scope of services and any material extension or change in the scope shall be memorialized in a written amendment prior to the performance of additional work; and

Exhibit C General Terms and Conditions, Paragraph 8 Amendment, states no variation of the terms of this Agreement shall be valid unless an Amendment is made in writing and signed by both parties; and

The City needs to increase the Compensation, Not to Exceed amount in Paragraph 3 of the Standard Agreement and Exhibit E, Section 1.1, by \$176,388.68 to pay the Contractor for three (3) additional full-time security guards; and reimbursement of four (4) Garrett Super Scanner V Handheld Metal Detectors for City Hall.

Now therefore, the City and the Contractor mutually agree as follows:

1. The maximum not to exceed amount to be paid to the Contractor, including if authorized, reimbursement of expenses, in Paragraph 3 of the Standard Agreement and Exhibit E, Section 1.1, will now read as follows:

"The maximum not to exceed amount to be paid to Contractor for the term of this Agreement, including if authorized, reimbursement of expenses, is: \$6,322,311.68"

2. Exhibit E, Section 1.1 will be amended to read as follows:

"The maximum the Contractor shall be paid on this agreement is \$6,322,311.68 (hereafter the "not to exceed" amount). The "not to exceed" amount includes all payments to be made pursuant to this agreement, including City approved reimbursable expenses, if any. Nothing in this Agreement requires the City to pay for work that does not meet the Standard of Performance identified in Exhibit D Section 4 or other requirements of this Agreement."

3. Three (3) additional officers will be assigned to City Hall and the Permit Center with proper training of security wands.
4. Exhibit F, Section 1.1 City Hall Weekly Hours will be amended to:

Location/Description of Services	Post Type	Days	Times	Weekly Hours	Annual Hours
City Hall					
Lobby - 425 N. El Dorado Street	Fixed	Mon.- Alt. Fri.	0500-2030	248.25	12,909
Civic Center Parking Lot	Bicycle	(3.5 FTE guards)			
Council Meetings- 3 guards; dates and times will vary (35 weeks per yr. estimated)	Fixed	Tue.	1700-2100	12	432
				13,341	

All other terms and conditions of the Agreement shall remain unchanged and remain in full force and effect unless modified by a written amendment signed by both parties.

419000480 Amend 1 NP

IN WITNESS WHEREOF, the authorized parties have executed this Agreement.

CONTRACTOR

Securitas Security Services USA, Inc.
Contractor's Name (if other than an individual, state whether a corporation, partnership, etc.):

Wallace Lavery 8/18/22
Authorized Signature Date

Wallace Lavery, Area Vice President
Printed Name and Title of Person Signing

3115 W. March Lane #125 Stockton, CA 95219
Address

CITY OF STOCKTON

H. Black 8/19/22
Harry Black, City Manager Date

ATTEST: Lori M. Asuncion
for Eliza R. Garza CMC, City Clerk



APPROVED AS TO FORM:
Lori M. Asuncion, Acting City Attorney

BY: _____

CITY OF STOCKTON
STANDARD AGREEMENT AMENDMENT

Agreement Number: 419000480	Amendment Number: 2
2019-08-20-1113 NP	

This Amendment Number 2 to the above referenced Agreement is entered into on 2/23/23; between the City of Stockton ("City") and Securitas Security Services USA, Inc. ("Contractor").

RECITALS

Exhibit C General Terms and Conditions, Paragraph 7 Changes, states the City may modify the scope of services and any material extension or change in the scope shall be memorialized in a written amendment prior to the performance of additional work; and

Exhibit C General Terms and Conditions, Paragraph 8 Amendment, states no variation of the terms of this Agreement shall be valid unless an Amendment is made in writing and signed by both parties; and

The City needs to increase the Compensation, Not to Exceed amount in Paragraph 3 of the Standard Agreement and Exhibit E, Section 1.1, by \$84,979.30 to pay the Contractor for a total of six (6) additional security guards; one at each of the four (4) City Pools (Brookings Park, Holiday Park, Oak Park and Sousa Park) and two (2) at the Louis Park Softball Complex, during operating hours.

Now therefore, the City and the Contractor mutually agree as follows:

1. The maximum not to exceed amount to be paid to the Contractor, including if authorized, reimbursement of expenses, in Paragraph 3 of the Standard Agreement and Exhibit E, Section 1.1, will now read as follows:

"The maximum not to exceed amount to be paid to Contractor for the term of this Agreement, including if authorized, reimbursement of expenses, is: \$6,407,290.98"

2. Exhibit E, Section 1.1 will be amended to read as follows:

"The maximum the Contractor shall be paid on this agreement is \$6,407,290.98 (hereafter the "not to exceed" amount). The "not to exceed" amount includes all payments to be made pursuant to this agreement, including City approved reimbursable expenses, if any. Nothing in this Agreement requires the City to pay for work that does not meet the Standard of Performance identified in Exhibit D Section 4 or other requirements of this Agreement."

3. Six (6) additional officers will be assigned as follows. One (1) at each of the four (4) City pools and two (2) at the Louis Park Softball Complex.
4. Exhibit F, Section 1.1 Community Center Weekly Hours will be amended to (continued on page 2):

419000480
Amend 2
NP

Location / Description of Services	Post Type	Days	Times	Weekly Hours	Annual Hours
Brookings Pool - 4505 Nugget Ave					
	Fixed 5/29 - 8/31/23	Fri	1600-2000	4.00	52.00
	Fixed 5/29 - 8/31/23	Sat-Sun	1300-1930	13.00	182.00
Holiday Park Pool - 5710 Kermit Ln					
	Fixed 5/29 - 8/31/23	Tue, Thu	1400-1700	6.00	84.00
	Fixed 5/29 - 8/31/23	Wed, Fri	1400-2000	12.00	162.00
	Fixed 5/29 - 8/31/23	Sat-Sun	1300-2000	14.00	196.00
Oak Park Pool - 3754 Alvarado Ave					
	Fixed 5/29 - 8/31/23	Tue, Thu	1400-1700	6.00	84.00
	Fixed 5/29 - 8/31/23	Wed, Fri	1400-2000	12.00	162.00
	Fixed 5/29 - 8/31/23	Sat-Sun	1300-2000	14.00	196.00
Sousa Park Pool - 2900 Yellowstone Ave					
	Fixed 5/29 - 8/31/23	Tue, Thu	1400-1700	6.00	84.00
	Fixed 5/29 - 8/31/23	Wed, Fri	1400-2000	12.00	162.00
	Fixed 5/29 - 8/31/23	Sat-Sun	1300-2000	14.00	196.00
Louis Park Softball Complex - 3121 Monte Diablo Ave					
	Fixed 3/13 - 8/31/23	Mon-Fri	1700-2200	50.00	1,250.00
Total				163.00	2,810.00

All other terms and conditions of the Agreement shall remain unchanged and remain in full force and effect unless modified by a written amendment signed by both parties.

IN WITNESS WHEREOF, the authorized parties have executed this Agreement.

CONTRACTOR

Securitas Security Services USA, Inc.

Contractor's Name (if other than an individual, state whether a corporation, partnership, etc.):

Authorized Signature

Date

Printed Name and Title of Person Signing

3115 W. March Lane #125 Stockton, CA 95219

Address

CITY OF STOCKTON

Harry Black, City Manager

Date

ATTEST:

Eliza R. Garza CMC, City Clerk

APPROVED AS TO FORM:

Lori M. Asuncion, City Attorney

BY:



11.13 19-5663 CITYWIDE SECURITY SERVICES CONTRACT

Motion 2019-08-20-1113:

1. Authorizing the City Manager to execute a four-year Professional Services Agreement between the City of Stockton and Securitas Security Services USA, Inc. for citywide security services for a total contract amount not to exceed \$6,145,923.
2. It is further recommended that the City Manager is hereby authorized and directed to make any and all expenditures and appropriations on behalf of the City as appropriate and necessary to carry out the purpose and intent of this motion.



City of Stockton

Legislation Text

File #: 19-5663, **Version:** 1

CITYWIDE SECURITY SERVICES CONTRACT

RECOMMENDATION

It is recommended that the City Council approve a motion to:

1. Authorize the City Manager to execute a four-year Professional Services Agreement between the City of Stockton and Securitas Security Services USA, Inc. for citywide security services for a total contract amount not to exceed \$6,145,923.
2. It is further recommended that the City Manager is hereby authorized and directed to make any and all expenditures and appropriations on behalf of the City as appropriate and necessary to carry out the purpose and intent of this motion.

Summary

The City of Stockton (City) contracts for security guard services at various City facilities. On April 29, 2019, the Stockton Police Department (SPD) was notified of contract termination by Apollo Private Security, effective immediately. As a result, several City facilities were without guard services including the Municipal Service Center (Corporation Yard), the Municipal Utilities Plant, City Hall, and Cesar Chavez Library, among others. An interim emergency contract with First Security Services was authorized by City Council motion #2019-05-21-1124 under SMC Section 3.68.070(B) for service beginning May 3, 2019, through August 31, 2019. During this time, staff invited the remaining top three respondents from the Citywide Security Services Request for Proposals (PUR 18-017) to discuss their proposal and overall fit for the City's security service needs. Of those contacted, First Security, and Securitas Security Services agreed to participate while National Security declined. Staff recommends the City contract with Securitas Security Services USA, Inc. from Stockton, CA. The contract term will be a four-year term, and a not-to-exceed amount of \$6,145,923.

DISCUSSION

Background

Since 2008, the City has contracted for security services at various City buildings to provide customer assistance, patrol after hours, escort employees and customers to their vehicles, to provide security at City Council meetings, and provide security at the library branches throughout San Joaquin County. The City issued an RFP on July 26, 2018, for citywide security services. Currently, the City uses private security services for fixed-post, bicycle, and vehicle patrol security services at the following facilities:

- City Hall - Administrative Services, Civic Center Parking Lot/Bicycle Patrol
- City Council meetings
- Corporation Yard - Public Works Department
- Community Centers - Arnold Rue, Oak Park, Seifert, Stribley, and Van Buskirk
- Libraries - City and County branches
- Park Facilities - Buckley Cove and Pixie Woods
- Municipal Utilities Plant

Hours, staffing, and specific duties vary by location and are at the discretion of each department based on its unique security needs and available funding.

As a result of the RFP (PUR 18-017), City Council authorized, by motion #2018-12-04-1113, the execution of a five-year contract with Apollo Security, effective January 9, 2019. Unfortunately, after a few short months, Apollo terminated the contract on April 29, 2019, without notice or reason. Police Department staff immediately began looking into viable alternatives to provide security services to City facilities.

Present Situation

Due to the urgent need to maintain security services at various City facilities, an emergency contract with First Security Services was initiated on May 3, 2019, in accordance with provisions of SMC Section 3.68.070, which provides an exception to the competitive bidding process under certain circumstances, including cases of emergencies. City Council Motion #2019-05-21-1124 ratified the emergency contract through August 31, 2019, during which time City Staff conducted additional interviews and discussions with the remaining proponents from the initial RFP (PUR 18-017). After discussion with the affected departments and review of proposed service levels and rates, it is recommended that the City Council authorize a four-year Professional Services Agreement (PSA) with Securitas Security Services.

The SPD's Fiscal Affairs and Planning Section will coordinate quarterly meetings with Securitas and participating departments to review key performance indicators (KPIs) and discuss overall performance. Monthly billing and invoice payments will be centralized for processing after review by the individual departments, in an effort to maintain direct oversight of the contract expenditures.

FINANCIAL SUMMARY

The pricing proposal submitted by Securitas Security Services will cover the entire four-year term of the PSA, including annual increases in anticipation of minimum wage and benefit cost changes. Should the needs of the City change during the contract term, the PSA allows for flexibility in hours and locations which would be mutually agreed upon and changed administratively, provided the total contract amount of \$6,145,923 is not exceeded.

The Fiscal Year 2019-20 cost is estimated at \$1,208,182 for the remaining ten months of the year, which is within the existing budget appropriation for each of the locations requesting services. Each participating department is responsible for budgeting appropriate funding in its annual operating budgets. The annual estimated cost is \$1,671,000 based on approximately 67,179 hours of service. Approximately 7,100 of these hours will be charged to the General Fund. The remainder of the

File #: 19-5663, Version: 1

annual cost will be charged to Municipal Utilities, as well as other funds partially funded with General Fund dollars such as the Library, Recreation, and Fleet Internal Service Fund.

Attachment A - Professional Services Agreement - Securitas Security Services USA, Inc.