

AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
AND COGNISA SECURITY INC.

THIS AGREEMENT, entered into this ____ day of _____, 2005, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and COGNISA SECURITY INC., hereinafter called "Contractor";

W I T N E S S E T H:

***WHEREAS**, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof; and*

***WHEREAS**, it is necessary and desirable that Contractor be retained for the purpose of professional services hereinafter described for security guard services for San Mateo County facilities; and*

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Exhibits.

The following exhibits are attached hereto and incorporated by reference herein:

Exhibit A—Services

Exhibit B—Payments and rates, including Subsections B-1 and B-2.

2. Services to be performed by Contractor.

In consideration of the payments hereinafter set forth herein and in Exhibit B, Contractor, under the general direction of San Mateo County Security Program Coordinator, or authorized representative shall provide security services for County in accordance with the terms, conditions and specifications set forth herein and in Exhibit A. Such services shall be provided in a professional and diligent manner.

3. Payments.

A. Maximum Amount.

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B.

This Agreement shall not exceed **\$3,060,650** for the first 12 months of the contract terms, and shall not exceed **\$3,649,234** for the second 12 months of the contract term, and shall not exceed **\$3,795,518** for the third 12 months of the contract term. Said amounts are based on site-by-site requirement and cost estimates as specified in Exhibits A and B of this Agreement, plus a 5% contingency factor which shall only be utilized at County's discretion. However, in no event shall the expenditure of the contingency funds cause the county's maximum fiscal obligation to exceed **\$10,505,402.**

B. Rate of Payment.

The rate and terms of payment shall be as specified in Exhibit B. Any rate increase is subject to the approval of San Mateo County, and shall not be binding on County unless so approved in writing. Rate increases are linked to the Bay Area cost-of-living index as set forth in Exhibit B. In no event may the rates established in Exhibit B be increased to the extent that the maximum 12-month County obligation in any year of this contract shall exceed the totals specified in paragraph 3A above. Each payment shall be conditioned on the performance of the services described in Exhibit A to the full satisfaction of San Mateo County.

C. Time Limit for Submitting Invoices.

Contractor shall submit biweekly invoices, by site, for services to County for payment in accordance with the provisions of Exhibit B. County shall not be obligated to pay Contractor for the services covered by any invoice if Contractor presents the invoice to County more than one hundred eighty (180) days after the date Contractor renders the services, or more than ninety (90) days after this Agreement terminates, whichever is earlier.

4. Term and Termination.

Subject to compliance with all terms and conditions, the term of this Agreement shall be from **JULY 1, 2005 through JUNE 30, 2008.**

Notwithstanding any other provision for termination for cause stated elsewhere in this Agreement, this Agreement may be terminated by Contractor or County without cause at any time, upon sixty (60) days written notice to the other party.

This Agreement may be extended for an additional period of two (2) years (or 24 months) by mutual consent of both parties, upon written notification to Contractor by County no later than thirty (30) days prior to original expiration date.

If the agreement is extended, the rates shall be increased by the lesser of five (5) percent per annum or the Bay Area Cost of Living Index, All Urban Consumers.

5. Availability of Funds.

The County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon unavailability of Federal, State, or County funds, by providing written notice to Contractor as soon as is reasonably possible after the County learns of said unavailability of outside funding.

6. Relationship of Parties.

It is expressly understood that this is an Agreement by and between two (2) Independent Contractors and that no agency, employee, partnership, joint venture or other relationship is established by this Agreement. The intent by both County and Contractor is to create an independent contractor relationship.

Contractor expressly acknowledges and accepts his/her tax status and the tax consequences of an Independent Contractor. Further, as an Independent Contractor, Contractor expressly acknowledges and accepts that neither Contractor nor its employees have any rights, benefits, privileges and/or claims of County employees in any form whatsoever under, from, through and/or pursuant to the San Mateo County Civil Services Rules.

7. Hold Harmless.

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, (C) any sanctions,

penalties, or claims of damages resulting from Contractor's failure to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

8. Assignability and Subcontracting.

Contractor shall not assign this Agreement or any portion thereof to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without the County's prior written consent shall give County the right to automatically and immediately terminate this Agreement.

Any assignees, subcontractors, or consultants approved by the County shall be subject to the same terms and conditions applicable to Contractor under this Agreement, and Contractor shall be liable for the assignee's, subcontractor's or consultant's acts and/or omissions.

9. Insurance.

The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by Risk Management, and Contractor shall use diligence to obtain such issuance and to obtain such approval. The Contractor shall furnish the Department/Division with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the Department/Division of any pending change in the limits of liability or of any cancellation or modification of the policy.

- A. Worker's Compensation and Employer's Liability Insurance. The Contractor shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.
- B. Liability Insurance. The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from contractors operations under this Agreement, whether such operations be by himself/herself or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified below.

Such insurance shall include:

- 1) Comprehensive General Liability \$5,000,000
- 2) Motor Vehicle Liability Insurance \$2,000,000
- 3) Professional Liability \$2,000,000

County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to the County, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the County of San Mateo at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

Contractor shall provide Employee Fidelity Bonds covering all Security Officers assigned to San Mateo County in an amount of \$250,000, per incident, per officer.

Contractor agrees and understands that the work/services performed by Contractor and its' employees under this Agreement are performed as an Independent Contractor and not as an employee of the County and that neither Contractor nor its' employees acquire any rights, privileges, powers or advantages of County employees.

10. Compliance with Laws: Payment of Permits/Licenses.

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment "I," which prohibits discrimination on the basis of handicap in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations.

In the event of a conflict between the terms of this agreement and State, Federal, County, or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

11. Non-Discrimination.

A. *Section 504 applies only to Contractor who are providing services to members of the public.* Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.

- B. *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.
- C. *Equal employment opportunity.* Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County of San Mateo upon request.
- D. *Violation of Non-discrimination provisions.* Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to:
 - 1) termination of this Agreement;
 - 2) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
 - 3) liquidated damages of \$2,500 per violation;
 - 4) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this section, the County Manager shall have the authority to examine Contractor's employment records with respect to compliance with this paragraph and/or to set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

- E. *Compliance with Equal Benefits Ordinance.* With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.
- F. The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

12. Retention of Records.

- A. Contractor agrees to provide County, any federal or state department having monitoring or reviewing authority, County's authorized representatives and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine and audit all records and documents necessary to determine compliance with relevant federal, State, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

B. Contractor shall maintain and preserve all required records pertaining to this Agreement in its' possession of any third party performing work related to this Agreement for a period of four (4) years from the termination date of this Agreement, or until audit findings are resolved, whichever is greater.

13. Merger Clause & Applicable Documents.

a. This Agreement, including the Exhibits attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding, except as noted below. All subsequent modifications shall be in writing and signed by the parties.

b. **County RFP and Contractor's Proposal:** This Agreement constitutes the sole and binding contract, and principle contract-related document between the parties. However, should there be specific supplemental information, details, or intangibles regarding Contractor's performance requirements or contract management which are not specifically addressed or included within this Agreement, but are not in conflict with this Agreement, County's original Request For Proposals (RFP); Contractor's responding Proposal to County; and Contractor's Response to County's Supplemental Questions & Requirements for Finalist Candidates, are hereby included as reference documents for the parties to this Agreement, for purposes of clarification of specific points of service, commitments or intent which may be omitted from this Agreement. In the event of any conflict in language or obligations of the parties between the RFP, Contractors Proposal, and subsequent RFP documents and this Agreement, this Agreement shall be superior and binding.

14. Controlling Law.

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this Agreement shall be governed by the laws of the State of California.

15. Notices.

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United State mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed to:

In the case of County, to: San Mateo County Sheriff's Office
Don Horsley, Sheriff
400 County Center
Redwood City, CA 94063

Or to such person or address County may, from time to time, furnish to Contractor.

In the case of Contractor, to: Cognisa Security Inc.
1900 O'Farrell Street, Suite 120
San Mateo, California 94403

With, one copy to:
Cognisa Security, Inc.
2000 RiverEdge Parkway, NW
Suite GL-100
Atlanta, Georgia 30328
Attn: Legal Department

Or to such person or address Contractor may, from time to time, furnish to County.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

*A Political Sub-division of the
State of California*

By: _____
President, Board of Supervisors

Date: _____

ATTEST:

By: _____
Clerk of Said Board

COGNISA SECURITY INC.

By: _____

Printed Name

Date: _____

EXHIBIT A - SERVICES

In consideration of the payments set forth in Exhibit "B", Contractor shall provide the following services:

1. SERVICES TO BE PERFORMED BY CONTRACTOR.

- A. Contractor shall furnish all labor, uniforms, badges, equipment, materials, supplies, and supervision to satisfactorily perform building security protection and patrol services in the manner and at the frequencies set forth below and in the post orders. In addition, Contractor shall provide the IAHSS exam book for those officers assigned to the Hospital.
- B. Service Locations.
 - 1) Environmental Services.
 - Coyote Point Marina, 1900 Coyote Point Drive, San Mateo
 - 2) Health Services.
 - East Palo Alto Services Center, 2415 University Avenue, East Palo Alto
 - Hospitals and Clinics Division, 222 West 39th Avenue, San Mateo
 - South County Mental Health Center, 802 Brewster Street, Redwood City
 - Long Term Care Center, 1100 Trousdale Avenue, Burlingame
 - 3) Human Services.
 - Children and Family Services, 400 Harbor Boulevard, Belmont
 - South Regional Office, 2500 Middlefield Road, Redwood City
 - Northern Regional Office, 92nd Street, Daly City
 - Employment Services, 550 Quarry Road, San Carlos
 - 4) Probation Department.
 - Hillcrest Youth Services Campus, Tower Road, San Mateo
 - 5) Public Works.
 - San Carlos Airport, 620 Airport Drive, San Carlos
 - 6) Sheriff's Office.
 - Hall of Justice and Records, 400 County Center, Redwood City
 - County Office Building 2, 555 County Center, Redwood City
 - So. San Francisco Courts, 1050 Old Mission Road, So. San Francisco

2. SERVICE REQUIREMENTS.

- A. Contractor shall provide, operate, and maintain a Security Officer force to perform all necessary security functions and watchman patrol rounds, as well as provide other building protection devices and equipment. The Contractor shall be familiar with and knowledgeable of all customer requirements and related duties.
- B. Contractor shall be able to administer and shall administer minor emergency first aid to injured parties and shall notify the appropriate authorities, in the event of an accident or emergency.
- C. The Contractor shall provide printouts of Watchman or like check-in system tour reports for those areas where Watchman tours are conducted (i.e. Airport or Marina.) The date, time, and location of the watch shall be indicated, in writing, at the beginning of each report.

- D. Contractor Site Manager: Contractor shall provide a Contractor's Site Manager, or Branch Manager who shall be geographically located at a branch office of Contractor within San Mateo County boundaries, and shall have overall responsibility for management of contract services and Contractor personnel under this Agreement. Said Contractor's Manager shall be the primary point of contact for County's corresponding Site Manager, and shall be readily available to County by office telephone, cellphone, pager and email to come onsite to County locations for routine duties and inspections, as provided in Sections 5 and 6. of this Exhibit.
- E. Transition Plan: Contractor shall complete a Transition Plan as a first priority of work under this Agreement. Said Plan shall address all details required for a smooth transition of security services from the former provider to Contractor, and shall be routinely reviewed at regularly scheduled meetings during the transition period, for the required period of time until transition is fully successful, as mutually determined by County and Contractor.
- F. The San Mateo County Site Manager shall provide the Contractor with a desired schedule for their location to the security service. The Contractor shall provide San Mateo County with a schedule of Security Officers' work assignments including name(s), hours scheduled for work, and hourly pay rate on a weekly basis and in advance. No substitutions shall be made without the prior consent of San Mateo County. San Mateo County shall not be subject to overtime pay for the Contractor's employees should the Contractor assign Security Officers to extended shifts, unless San Mateo County initiates a schedule change. The Contractor shall assign well-trained Security Officers and familiarize them with San Mateo County contract requirements.
- G. The Contractor shall be responsible for providing security officer coverage for all designated posts. The County's Site Manager shall be notified immediately of the situation. If any of Contractor's employees who is assigned as a security officer voluntarily leaves a security post without being properly relieved, the officer shall be removed from any further County service by Contractor. San Mateo County shall not be billed for unfilled posts or posts which have in effect been abandoned. Should these conditions continue without corrective action upon the part of the Contractor, San Mateo County shall deduct from the monthly billing the amount equal to the time and one-half billing rate plus ten percent (10%) until the situation is corrected.
- H. Security Site Assessments: Upon execution of this Agreement, but in no event later than within six (6) months of execution of this Agreement, Contractor shall perform security site assessments of specific County security locations, as specified below, and shall provide County with a written report of said security assessments, to include specific findings and recommendations. Site assessments shall be performed by qualified Contractor senior management personnel, at the following County sites/locations:
- Court Security locations, including Hall of Justice, Northern Courts, and the new Youth Services Center
 - San Mateo Medical Center, including existing hospital key security sites (PES, ER, lobbies and service entrances) and the new Keller Labor & Delivery wing (Women & Infants Center)
 - San Carlos Airport facilities and grounds
 - Coyote Point Marina facilities and docks
 - Human Services Agency service locations served under this Agreement

- I. Training Plan: Contractor shall provide a two-page Training Plan Outline for Contractor security personnel at key locations requiring additional security officer training, including San Mateo Medical Center, San Carlos Airport, Coyote Point Marina, and the Court facilities.

3. SPECIFIC FACILITY AND STAFFING ASSIGNMENTS.

County reserves the right to modify the following levels of coverage to meet the requirements of the various sites and any changing conditions. Contractor shall provide Security Officers for the following coverage:

A. Hall of Justice, 400 County Center, Redwood City.

Monday and Thursday	Day	Swing	Midnight	Weekly
Supervisor	0600 – 1400	--	--	16
Security Officer	0600 – 1400	--	--	16
Security Officer	0730 – 1530	--	--	16
Security Officer	0800 – 1600	--	--	16
Supervisor	--	1000 - 1800	--	16
Security Officer	--	1000 - 1800	--	16
Tuesday Wednesday Friday	Day	Swing	Midnight	Weekly
Supervisor	0700 – 1500	--	--	24
Security Officer	0700 – 1500	--	--	24
Security Officer	0730 – 1530	--	--	24
Security Officer	0800 – 1600	--	--	24
Supervisor	--	1000 - 1800	--	24
Security Officer	--	1000 - 1800	--	24

B. County Office Building 2, 555 County Center, Redwood City / SSF Court House, 1050 Old Mission Road, SSF.

- 1) Security Officers shall staff and operate security-screening checkpoints within the County Hall of Justice, under the direction of designated Sheriff’s personnel.
- 2) Equipment used may include an x-ray scanning console, a walk-through metal detector, a hand-held metal detector, a video monitor and display, radios, cell phones, handcuffs, flashlights, and other physical security resources.
- 3) Contractor shall staff the Hall of Justice with at least one female Security Officer on both the day and swing shifts. When vacancies occur, Contractor shall prioritize the filling of female Security Officer vacancies on a timely basis.
- 4) Security Officers shall observe building entrants, occupants, and visitors for compliance with County Building safety/security rules and regulations, and check employee ID cards as required.
- 5) Security Officers shall detain persons attempting to gain unauthorized access and assist Sheriff’s personnel as necessary in questioning and/or possible arrest of such individuals.
- 6) Security Officers shall conduct roving patrols of the County Center campus, including parking lots, parking structures, and exteriors of other major buildings.
- 7) Security Officers shall provide escort services as needed to individuals requesting the service.

C. Children and Family Services, 400 Harbor Boulevard, Belmont.

	Day	Swing	Midnight	Weekly
Security Officer	0800 – 1700	--	--	40

- 1) Security Officers shall observe building entrants, occupants, and visitors for compliance with County Building safety/security rules and regulations, and shall check employee ID cards as required.
- 2) Security Officers shall detain persons attempting to gain unauthorized access.
- 3) Security Officers shall be available to monitor child/parent visitations.
- 4) Security Officers shall be stationed at Building B and conduct roving patrols of the Buildings A, B, C and E (known as the Harbor Park Complex) on a routine basis.
- 5) Security Officers shall provide escort services as needed to individuals requesting the service.
- 6) Security Officers shall also conduct the fingerprinting of the foster parent candidates, as well as respond to all pages on the Contractor-provided pager.

D. Human Services Agency Southern Regional Office, 2500 Middlefield Road, Redwood City.

	Day	Swing	Midnight	Weekly
Security Officer	0800 – 1700	--	--	40

- 1) Security Officers shall observe building entrants, occupants, and visitors for compliance with County Building safety/security rules and regulations, and shall check employee ID cards as required.
- 2) Security Officers shall observe, deter, pursue, and detain persons who have committed a crime on County property. However, they shall not independently place a person under arrest, but should detain the person for further investigation by peace officer personnel.
- 3) Security Officers shall be available to monitor child/parent visitations.
- 4) Security Officers shall conduct roving patrols of the facility, including parking lots.
- 5) Security Officers shall provide escort services as needed to individuals requesting the service.

E. East Palo Alto Services Center, 2415 University Avenue, East Palo Alto.

	Day	Swing	Midnight	Weekly
Security Officer	0730 – 1530	1530 – 1930	--	60

- 1) Security Officers shall observe building entrants, occupants, and visitors for compliance with County Building safety/security rules and regulations, and shall check employee ID cards as required.
- 2) Security Officers shall detain persons attempting to gain unauthorized access.
- 3) Security Officers shall conduct roving patrols of the facility, including parking lots.
- 4) Security Officers shall provide escort services as needed to individuals requesting the service.

F. San Mateo Medical Center, 222 West 39th Avenue, San Mateo.

	Day	Swing	Midnight	Weekly
Lieutenant	0700-1500	--	--	40
Operations Officer	0700-1500	--	--	40
Security Officer (ER)	0700-1500	1500-2300	2300-0700	168
Security Officer (PES)	0700-1500	1500-2300	2300-0700	168

Security Officer (A&B)	0700-1500	1500-2300	--	112
Security Officer (A&B)	0700-1500	1500-2300	--	112
Patrol	0700-1500	1500-2300	2300-0700	168
Patrol	--	1500-2300	--	56
Security Sergeant	--	1500-2300	--	56
Security Sergeant	--	--	2300-0700	56
Security Sergeant	0700-1500	--	--	16
Dispatch	0700-1500	1500-2300	2300-0700	168

- 1) Security Officers shall respond to emergency situations and provide assistance to staff in the medical Emergency Department, Psychiatric Emergency Services area, and in other hospital department as appropriate.
- 2) Security Officers shall observe building entrants, occupants, and visitors for compliance with County Building safety/security rules and regulations, and shall check employee ID cards as required. Security Officers shall detain persons attempting to gain unauthorized access.
- 3) Security Officers shall conduct roving patrols of the hospital and grounds as required to determine that appropriate areas are secure and safe from fire, theft, vandalism, and presence of unauthorized persons.
- 4) Security Officers shall be available to hospital staff during shift change hours to provide escort service to vehicles in parking lots and to be physically present in parking lots during evening and night shift changes.
- 5) Security Officers shall respond to all alarms throughout the hospital to ensure the area's safety and security. Security Officers shall maintain radio communication with the hospital PBX and Security Dispatch as to officer location. (Radios shall be provided and maintained by the Sheriff's Office).
- 6) Security Officers shall be responsible for verifying paperwork and "release of remains" for the morgue. Security Officers shall record and store for 180 days, on hospital premises, unclaimed belongings of expired patients and lost belongings, and dispose of said items at the end of the stated period as directed by Hospital Administration.
- 7) Security Officers shall conduct the preliminary investigation for hospital staff and provide liaison with local police department on criminal matters; i.e., theft, etc.
- 8) Security Officers shall be responsible for issuing hospital identification badges, including scheduling, appointments, photographing, laminating and distributing.
- 9) Security Officers assigned to this or any County hospital-administered or health in-patient site shall complete required IAHHHS Certification on a timely basis; preferably within two years of employment at said site, but in no event later than three years after commencement of employment. Contractor shall establish an appropriate form of merit pay incentive for Security Officers to help ensure completion of IAHHHS training.
- 10) Contractor shall staff the Medical Center site with one female Security Officer on all shifts (day, swing, and night), seven days per week, or as otherwise negotiated with the Sheriff's Medical Center Security Director. When vacancies occur, Contractor shall prioritize the filling of female Security Officer vacancies on a timely basis.

G. Labor and Delivery, San Mateo Medical Center.

Day	Swing	Midnight	Weekly
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Security Officer 0700-1500 1500-2300 2300-0700* 168
** To commence when those services are provided at Medical Center, expected to be on or before 01/01/2006.*

H. South county Mental Health Center, 802 Brewster Street, Redwood City.

	Day	Swing	Midnight	Weekly
Security Officer / Receptionist	0800-1700	--	--	40

- 1) Security Officers shall respond to emergency situations and provide assistance to staff.
- 2) Security Officers shall observe building entrants, occupants, and visitors for compliance with County Building safety/security rules and regulations, and shall check employee ID cards as required. Security Officers shall detain persons attempting to gain unauthorized access.
- 3) Security Officers shall conduct roving patrols of the Clinic and grounds as required to determine that appropriate areas are secure and safe from fire, theft, vandalism, and presence of unauthorized persons.
- 4) Security Officers shall be available to staff to provide escort service to vehicles in parking lots and to be physically present in parking lots during evening and night shift changes.
- 5) Prior to assignment to this site, Security Officer personnel shall complete 80 hours of on-the-job training.

I. Coyote Point Marina, 1900 Coyote Point Drive, San Mateo.

	Day	Swing	Midnight	Weekly
Patrol	--	--	2400-0800	56

- 1) Security Officers shall conduct random roving patrols of the marina as required to determine that appropriate areas are secure and safe from fire, theft, vandalism, and presence of unauthorized persons. Security Officers shall walk each dock (a distance of 1.8 miles) a minimum of three (3) rounds per shift. All rounds shall be monitored using detex-style equipment.
- 2) Security Officers shall check for gas and diesel leaks or spills from the boats, damage to any boats or docks, mooring line problems with docked boats, live-on-boards (not allowed), or security lighting problems. However, at no time are the security officers to go on board any vessel without the express permission of the owner or under the specific direction of the Site Manager or his designee.
- 3) Security Officers shall verify that the channel waterway navigation lights and the land based mounted navigational range lights are functioning and report any problems to the Site Manager.
- 4) Security Officers shall assure that the dock gates remain closed and locked, that door checks to the marina office and to the concessionaire office are securely closed and locked. Security Officers shall monitor the fuel tank alarm in the vicinity of the concessionaire building and immediately report any problems to the Site Manager.
- 5) Security Officers shall be proficient swimmers, knowledgeable of marina safety, and informed on tidal ranges and changes, know how to retie boats to a dock, and know how to deploy and operate the county de-water pumps for boats that have taken on water.
- 6) Security Officers will be provided the training instructions and written guidelines

on identifying boats that may need retying or pumping out.

- 7) Security Officers will complete a log identifying vehicle license numbers that are parked in the designated marina parking lots after midnight.
- 8) As a condition of employment, Security Officer personnel shall complete 20 hours, of on-the-job training prior to assignment at the Airport and/or working alone at the marina.
- 9) Contractor shall provide special water-safety clothing and foot-ware as required for this assignment, in the event of an incident where a Security Officer may be in the water.

J. San Carlos Airport, 620 Airport Drive, San Carlos.

	Day	Swing	Midnight	Weekly
Patrol	--	2100-2400	2400-0700	40
Patrol	--	2100-2400	2400-0700	30

- 1) Security Officers shall conduct continuous patrols of the San Carlos airport as required to ensure that the entire facility is secure and safe from fire, theft, vandalism, and presence of unauthorized persons.
- 2) Contractor shall only assign those Security Officer personnel who have completed 20 hours of on-the-job training prior to assignment at the Airport and/or working alone at the airport.
- 3) Security Officers shall make contact with all persons who enter onto the airport (including all airplane, vehicle, and foot traffic) to verify reasons for being there and shall record all contacts in a log.
- 4) Security Officers shall monitor and record all process alarms, aircraft activity, noise abatement violations and complaints, vehicle parking and overnight transient aircraft parking. Additionally, Officers shall perform nightly inspections of airport lighting system and airport equipment.
- 5) Security Officers shall have knowledge of safe and proper airport operating procedures, Airport Rules and Regulations, Airport Noise Abatement Procedures and Federal Aviation Regulations relating to their duties.
- 6) Security Officers shall meet and debrief with airport personnel at the beginning and end of each shift on a daily basis. The Airport will supply cell phone and radio (and possibly the patrol vehicle), as part of the shift operation.
- 7) Note - Contractor shall submit a proposal option for providing the airport patrol vehicle for the Security Officers. Based on the proposal provided, County will either have the Contractor provide the patrol vehicle or provide one itself for the Security Officers, at the option of the Airport Site Manager.

K. Hillcrest Courts, Tower Road, San Mateo.

	Day	Swing	Midnight	Weekly
Guard Supervisor	0800-1600	--	--	40
Scanning Operator	0830-1630	--	--	40
Lobby Checkpoint Guard A	0700-1500	--	--	40
Lobby Checkpoint Guard B	--	--	1000-1800	40

- 1) This facility currently operates with one (1) 4-day x 10-hour shift and one (1) 3-day x 10-hour shift. One Security Officer at this site shall be female.
- 2) Airport duty shifts are 10-hour shifts and the County shall not pay the Contractor

overtime for any part of the standard 10-hour shifts.

L. Human Services Agency - Northern Regional Office, 92ND Street, Daly City.

	Day	Swing	Midnight	Weekly
Security Officer	0800-1700	--	--	40

- 1) Security officers shall observe building entrants, occupants and visitors for compliance with County Building safety/security rules and regulations, and shall check employee ID cards as required.
- 2) Security officers shall detain persons attempting to gain unauthorized access.
- 3) Security Officers shall be available to monitor child/parent visitations and other client-related interactions as needed.
- 4) Security Officers shall be stationed at 92nd Street and conduct roving patrols of the building as well as the surrounding parking lot area on a routine basis.
- 5) Security Officers shall provide escort services as well as assistance during supervised parental visits to individuals requesting this service.
- 6) Security Officers shall conduct the preliminary investigation for staff, provide liaison with local police department on criminal matters; i.e. thefts, etc.
- 7) Security Officers shall be familiar with the Agency Emergency Response Plan.
- 8) Security Officers shall lock/unlock buildings as requested and respond to all pages on the Contractor-provided pager.

M. Human Services Agency – Employment Services, 550 Quarry Road, San Carlos.

	Day	Swing	Midnight	Weekly
Security Officer	0800-1700	--	--	40

- 1) Security officers shall observe building entrants, occupants and visitors for compliance with County Building safety/security rules and regulations, and shall check employee ID cards as required. Security officers shall detain persons attempting to gain unauthorized access. Security Officers shall be available to monitor child/parent visitations and other client-related interactions as needed.
- 2) Security Officers shall be stationed at 550 Quarry Road and conduct roving patrols of the building as well as the surrounding parking lot area on a routine basis.
- 3) Security Officers shall provide escort services as well as assistance during supervised parental visits to individuals requesting this service.
- 4) Security Officers shall conduct the preliminary investigation for staff, provide liaison with local police department on criminal matters; i.e. thefts, etc.
- 5) Security Officers shall be familiar with the Agency Emergency Response Plan.
- 6) Security Officers shall lock/unlock buildings as requested and respond to all pages on the Contractor-provided pager.

N. Burlingame Long Term Care, 1100 Trousdale Drive, Burlingame.

	Day	Swing	Midnight	Weekly
Security Officer	--	1500-2300	--	40

- 1) Security Officers shall respond to emergency situations and provide assistance to staff in all departments as appropriate.

- 2) Security Officers shall observe building entrants, occupants and visitors for compliance with County Building safety/security rules and regulations and shall check employee ID cards as required.
- 3) Security Officers shall detain persons attempting to gain unauthorized access.
- 4) Security Officers shall conduct roving patrols of the building and grounds as required to determine that appropriate areas are secure and safe from fire, theft, vandalism and the presence of unauthorized persons.
- 5) Security Officers shall lock and unlock the facility at the start and end of business hours.
- 6) Security Officers shall respond to all alarms to ensure the area's safety and security. Security Officers shall maintain radio communications with the Security Dispatch as to officer location and situation status. (Radios shall be provided and maintained by the Sheriff's Office.)
- 7) Security Officers shall record and store on hospital premises, unclaimed belongings of expired patients and lost belongings and dispose of said items as directed.
- 8) Security Officers shall conduct the preliminary investigation for Burlingame Long Term Care staff and provide liaison with local police department on criminal matters; i.e. theft, etc.
- 9) Security Officers shall be responsible for issuing Burlingame Long Term Care identification badges, including scheduling appointments, photographing, and laminating.
- 10) Security Officers shall be responsible for parking enforcement and issue parking citations and warnings.
- 11) Security Officers assigned to this site shall complete required IAHHHS Certification on a timely basis; preferably within two years of employment at said site, but in no event later than three years after commencement of employment. Contractor shall establish an appropriate form of merit pay incentive for Security Officers to help ensure completion of IAHHHS training.
- 12) Security Officers assigned to this site shall also complete appropriate training on safe and non-injurious geriatric restraining methods, as well as respectful and effective communication techniques for dealing with patients suffering from Alzheimer's Disease or other forms of dementia. Said training shall be the responsibility of Contractor; however, facility medical staff may elect to provide limited technical consultation in the development of site-appropriate training.

O. Health Services, 225 West 37th Avenue, San Mateo.

- 1) Security Officers shall respond to emergency situations and provide assistance to staff in Administration, Aging and Adult Services, Mental Health Services Division, Public Health Services Division and in other departments as appropriate.
- 2) Security Officers shall observe building entrants, occupants and visitors for compliance with County Building safety/security rules and regulations and shall check employee ID cards as required.
- 3) Security Officers shall detain persons attempting to gain unauthorized access.
- 4) Security Officers shall conduct roving patrols of the building and grounds as required to determine that appropriate areas are secure and safe from fire, theft,

vandalism and the presence of unauthorized persons.

- 5) Security Officers shall lock and unlock the facility at the start and end of business hours.
- 6) Security Officers shall respond to all alarms to ensure the area's safety and security.
- 7) Security Officers shall maintain radio communications with the hospital PBX and Security Dispatch as to officer location and situation status. (Radios shall be provided and maintained by the Sheriff's Office.)
- 8) Security Officers shall record and store on hospital premises, unclaimed belongings of expired patients and lost belongings and dispose of said items as directed.
- 9) Security Officers shall conduct the preliminary investigation for Health Services staff and provide liaison with local police department on criminal matters; i.e. theft, etc.
- 10) Security Officers shall be responsible for issuing Health Services identification badges, including scheduling appointments, photographing, and laminating.
- 11) Security Officers shall be responsible for parking enforcement and issue parking citations and warnings.

4. TIME-OFF ACCRUAL / PERSONNEL COVERAGE.

A. Accrual Rate.

Full-time Security Officer shall accrue the following amount of paid personal leave upon each hire date anniversary of continuous service with San Mateo County.

- 1) A minimum of five (5) days upon one (1) year of continuous service with County.
- 2) An additional 2.5 days upon their second year anniversary of continuous service with County.
- 3) An additional 2.5 days upon their third year anniversary of continuous service with County.
- 4) A maximum of ten (10) days of paid personal leave after three (3) years of continuous service with San Mateo County may be accrued.
- 5) Any personal leave accrued or used by longer-tenured Security Officers beyond these maximum limits payable at regular pay rate by the County, shall be paid by the Contractor, at the Contractor's expense.

B. Personnel Coverage / Replacement.

- 1) Contractor shall be responsible for replacing all Security Officers while the incumbent is on paid leave.
- 2) Contractor will charge County on a regular hourly pay rate for the replacement employee, not overtime.
- 3) All personal leave usage must be scheduled and pre-authorized by both Contractor's management representatives, as well as the appropriate on-site County liaison personnel.

- 4) Contractor's failure to provide coverage, as specified above, may be cause for cancellation of this Agreement; however, County may, at its option, charge Contractor at twice the regular hourly rate for each hour during which the post is not covered. This amount shall be deducted from the monthly payments form County to Contractor.
- 5) In the event Contractor is unable to perform his/her duties due to illness or accident during a shift, County shall not charge Contractor as long as the post is covered within one hour of the event.
- 6) Contractor shall immediately notify County when a post is not covered.

5. **GENERAL DUTIES / REQUIREMENTS OF SECURITY OFFICERS / SUPERVISORS / ON-SITE MANAGERS.**

Requirements of Contractor's personnel assigned to County facilities shall include, but are not limited to the following.

- A. Physical examination with periodic re-evaluation, obtained by Contractor at no charge to County. Contractor will verify that Contractor's personnel are fit to perform the duties prescribed, and are free of infectious diseases.
- B. Pre-employment and verification of drug testing to cover all "popular" substances, including alcohol, pursuant to Contractor's standards. Contractor's employees must comply with County's established Drug-Free Workplace policy.
- C. Ability to read, write, and communicate accurately and effectively, verified by Contractor at no charge to County.
- D. Verification of high school diploma or equivalent.
- E. A state and local criminal records check performed to Contractor's standards. A complete background investigation where indicated or required by Contractor.
- F. Department of Motor Vehicles check and current/valid driver's license, and ability to operate a motor vehicle.
 - 1) No more than three (3) moving violations within the previous three (3) year period will be acceptable for post assignments requiring vehicle operation on County property.
- G. Ability to:
 - 1) Complete assignments with limited supervision.
 - 2) Read, interpret and initiate policies, procedures, and implement same.
 - 3) Write accurate, clear, and complete reports.
- H. Must be at least 18 years of age.
- I. A U.S. Citizen or legal alien lawfully admitted for residence and authorized to work.
- J. Completion of the American Red Cross First Aid and CPR course within 30 days of assignment to County. Proof of certification must be in possession.
- K. Duties shall be performed by qualified, careful, and efficient employees of Contractor in strictest conformity with accepted security practices and standards.
 - 1) Contractor's personnel must be knowledgeable of and must conform to applicable laws and regulations.
- L. County reserves the right to interview and accept or reject any employee proposed by Contractor for assignment to County facilities.

- 1) No change in personal assignments shall be made without prior notice to County's Security Program Coordinator and/or designated facility site manger.
- 2) Contractor will immediately remove any employee assigned to County upon County's request.

M. Training.

- 1) Contractor shall furnish Security Officers with comprehensive preparatory security training prior to assignment at County. Training shall include, but is not limited to the following:
 - Duties and functions of a Security Officer
 - Patrol procedures
 - Report writing
 - Public relations
 - Search and seizure procedures and laws of arrest
 - Authority and jurisdiction of local enforcement agencies
 - Traffic control
 - Civil disturbance procedures
 - Safety procedures
 - Telephone and radio communications
 - Response to and preservation of crime scene
 - Specific site duties
 - First aid and CPR
 - Bomb Threats
 - Fire Safety Equipment
 - Use of batons (Hospital Supervisors only) and handcuffs
 - IAHHS training curriculum (Hospital and in-patient facilities Officers)
 - Geriatric restraint and Alzheimer's training (For Burlingame LTC Officers)

Verification of all training shall be submitted to the County Security Program Coordinator and/or designated facility site manager no later than 10 days following training. All training shall be provided to the satisfaction of County, pursuant to this Schedule.

- 2) Contractor must train its Supervisors in techniques of managing personnel and officer training, including post duties and shall certify the completion of such training.
- 3) Contractor's Field Supervisors shall conduct on-site training and follow-up by frequently visiting personnel assigned to County facilities to guarantee the quality of performance, appearance, attitude and training.

N. Site Visits.

- 1) Contractor shall have Supervisors or Training Officers available to make frequent and periodic visits to County facilities (*minimum of two visits per month*).
- 2) Each officer assigned to a County facility shall be visited frequently by Contractor's Supervisor. Contractor's Supervisor shall assure the quality of the Security Officer's performance, appearance, attitude, and training.
- 3) Supervisor/Facility Security Representatives: Contractor's supervisors shall frequently interface with County's authorized representative to assist in carrying out regular and special Post Orders (covering extra or special duty assignments by the representative).
- 4) Contractor's Field Supervisors shall be required to inspect and leave on-site reports for County's security representative. Report shall detail their activities

and finding for Contractor's management as well.

- 5) Field Supervisors must respond to Security Officer requests for assistance, and appear on-site each time a significant Incident Report is made. A report of action taken on the incident should be left on-site for review by the facility's security representative.
- 6) Contractor's local manager shall personally visit County's administrator assigned to security not less than twice every 30 days. The visits shall be documented using a client service form, provided by Contractor, and be maintained by both County and Contractor. The form shall grade all aspects of service as well as document agreed upon corrective actions.

6. ADDITIONAL DUTIES / REQUIREMENTS SPECIFIC TO SITE MANAGERS

- A. Posses a background with a minimum of two (2) years successful experience in field supervision (civilian community law enforcement, military service law enforcement or security, commercial or industrial officer service of security).
- B. Provide a level of supervision to ensure that employees are properly performing all duties as specified in this Agreement.
- C. Assure that Security Officers:
 - 1) are in uniform and present a neat appearance.
 - 2) maintain a continued state of proper training.
 - 3) possess the necessary permits, authority, etc.
 - 4) maintain continued liaison with County's security program coordinator.
- D. Conduct annual and monthly training classes and safety inspections and assure all required training is completed and records maintained.
- E. Conduct training to County employees as assigned by County's Security Program Coordinator, which includes, but not limited to:
 - 1) Semi-Annual fire extinguisher classes;
 - 2) Security awareness;
 - 3) Fire and safety health courses; and
 - 4) Facility orientation.

7. ADDITIONAL DUTIES / REQUIREMENTS SPECIFIC TO SECURITY SUPERVISORS.

- A. Possess and maintain a valid State Department of Consumer Affairs Baton certification, at all times.
- B. In Facility Supervisor's absence, fulfill all requirements and perform all duties, as described in paragraph 6 above.

8. UNIFORMS.

- A. Contractor's employees shall be dressed in appropriate uniforms, as mutually agreed upon between County and Contractor, worn at all times and include at the following:
 - metal badge or soft cloth badge, as determined per site in conjunction with County
 - name plate

- professional shoes color coded with the uniform
 - hand cuffs
 - mini flashlight
 - appropriate jacket based on facility, as determined with County
- B. Uniforms shall be maintained in a neat and clean condition.
- C. Uniforms must comply with the “name and patch” requirements of the State of California Department of Consumer Affairs for Security Officers.

9. FEDERAL OSHA REGULATIONS.

- A. Contractor shall be responsible for fulfilling the requirements of Federal OSHA Regulation, Part 1910, Title 29, 1910.1036, “Blood Borne Pathogens,” at no cost to County. Contractor shall follow the requirements set forth in County’s policy on Blood Borne Pathogens.
- B. County shall be responsible for fulfilling the requirements of 8 CCR 3202, Injury and Illness Prevention Program. Contractor shall follow the requirements set forth in County’s policy on Accident and Injury Prevention.

EXHIBIT B – PAYMENTS AND RATES

In consideration of the services described in Exhibit A, Contractor shall be reimbursed by the County, at the rates established below. Exceptions to the hourly rates may be approved by the Sheriff for individual longer tenured Contractor employees hired by Contractor under this Agreement. Said exceptions shall be at the Sheriff's discretion, and communicated by mutual discussion and agreement between Contractor and Sheriff

1. MINIMUM & MAXIMUM HOURLY RATES.

NOTE: The site list reflects current staffing levels and may vary or change based on County security needs. This listing is intended to be illustrative and not immutable.

SERVICE SITE LOCATIONS	Contract Hourly Rate Range
Hall of Justice, 400 County Center, Redwood City	
Security Officer - Lobby A	\$18.51 – 21.90
Security Officer - Lobby B	\$18.51 – 21.90
Security Officer Lobby C	\$18.51 – 21.90
Security Officer - Lobby D	\$18.51 – 21.90
Checkpoint Scanning Operator	\$19.19 – 22.59
Security Supervisor A	\$23.12 – 26.51
Security Supervisor B	\$23.12 – 26.51
Training Hours	\$18.51
Child/Family Services, 400 Harbor Blvd., Belmont	
Security Officer	\$18.51 – 21.90
Human Services Agency - South Region, 2500 Middlefield Road, Redwood City	
Reception Security Officer	\$18.51 – 21.90
East Palo Alto Services Center, 2415 University Avenue, East Palo Alto	
Facility Security Officer – Day Shift	\$18.51 – 21.90
Facility Security Officer – Swing Shift (4-hour shift)	\$18.51 – 21.90
San Mateo Medical Center, 222 W 39th Avenue, San Mateo	
Hospital Security Operations Lieutenant.	\$29.27 – 33.81
PES/ER Hospital Security Officer	\$21.18 – 25.12
Hospital Wards Security Officer	\$21.18 – 25.12
Hospital Labor & Delivery Security Officer	\$21.18 – 25.12
Patrol A Hospital Security Officer	\$21.18 – 25.12
Patrol B Hospital Security Officer	\$21.18 – 25.12
Hospital Operations Sergeant A	\$25.78 – 30.78
Hospital Security Sergeant B	\$25.78 – 30.78
Hospital Patrol Sergeant C	\$25.78 – 30.78
Hospital Security Dispatcher	\$23.12 – 26.51
Training Hours	\$18.51
1100 Trousdale Dr - Burlingame – LTC	
Hospital Security Officer	\$21.18 – 25.12
South Co. Mental Health Center, 802 Brewster St., Redwood City	
Reception Security Officer	\$18.51 – 21.90

Coyote Point Marina, 1900 Coyote Point Drive, San Mateo

Marina Patrol Security Officer \$19.87 – 23.12

San Carlos Airport, 620 Airport Drive, San Carlos

Airport Patrol A Security Officer \$24.45 – 29.27

Airport Patrol B Security Officer \$24.45 – 29.27

Northern Branch Court Facility, South San Francisco

Security Officer – Lobby A \$18.51 – 21.90

Security Officer – Lobby B \$18.51 – 21.90

Checkpoint Scanning Operator \$19.19 – 22.59

Security Supervisor A \$23.12 – 26.51

Security Supervisor B \$23.12 – 26.51

Central Branch Court Facility, San Mateo

Security Officer - Lobby A \$18.51 – 21.90

Security Officer – Lobby B \$18.51 – 21.90

Checkpoint Scanning Operator \$19.19 – 22.59

Security Supervisor A \$23.12 – 26.51

Hillcrest Juvenile Center

Security Officer - Lobby A \$18.51 – 21.90

Security Officer – Lobby B \$18.51 – 21.90

Checkpoint Scanning Operator \$19.19 – 22.59

Security Supervisor A \$23.12 – 26.51

Human Services Agency, Daly City

Reception Security Officer \$18.51 – 21.90

Human Services Agency, San Carlos

Reception Security Officer \$18.51 – 21.90

Parking Lot Guard – Optional –if OPTIONAL parking lot guard/valet-assisted parking/tram operator is desired in future at SMMC site in future \$18.51 – 19.87

Patrol Vehicle Monthly Rate –Optional - if OPTIONAL guard with vehicle service is desired at Airport site in future \$1,541.39 / mo.

Pager Service – Optional - Contractor shall make optional pager service available to County worksites if desired by site manager \$10 per month, per pager

2. OVERTIME.

- A. No overtime shall be reimbursed under this Agreement unless it is expressly requested and authorized by County in advance. Additionally, no overtime shall be reimbursed for maintaining minimum coverage, as specified in Section 3 of Exhibit A, except as specifically approved by the County.
- B. Overtime shall be paid for Contractor's services on special security details as assigned in advance. Overtime Rates shall be as set forth in Exhibit B-1.
- B. San Mateo County shall pay overtime only in those cases when approved, in advance, by County's Site Manager.

- C. Holiday time and County authorized overtime shall be billed as separate line items on Contractor's regular invoice to County.

3. HOLIDAY PAY.

- A. The **time and one-half rate** shall be applicable to Contractor's billing for all permanent Security Officers actually working a shift, and for all hours worked, on the following County holidays:
- New Year's Day
 - Martin Luther King Day
 - Presidents Day
 - Memorial Day
 - Independence Day (4th of July)
 - Labor Day
 - Veterans Day
 - Thanksgiving Day
 - Day after Thanksgiving Day
 - Christmas Day
- B. Any change in paid holidays for County offices made by County during the term of this Agreement, shall be reviewed with Contractor at that time. If a holiday is added, a determination made as to whether the holiday change will be carried over to Contractor personnel. If a holiday is removed for County personnel, said removal will also be automatic for Contractor.
- C. Security Officers shall be required to work their regularly assigned shifts that fall on holidays, and will be paid at an hourly rate of time and one-half (1.5) for said holiday shifts at facilities that are staffed seven (7) days per week.
- D. Court Holidays. Security Officers assigned at the Hall of Justice will not be paid at the holiday rate for court holidays which are different from County holidays.
1. Schedule for Court holidays will apply for facilities that are solely occupied by County Courts. *(Holiday schedules slightly differ between County and Courts.)*

4. PART-TIME.

Part-time Security Officers shall be paid in accordance with regular salary and overtime requirements, at the appropriate part-time schedule of hours.

5. BENEFITS PACKAGE.

- A. Contractor is expected to provide a basic package of health and dental insurance for employees, comparable to security industry standards. Contractor shall submit a detailed copy of Life/Health/Dental Insurance Plans to the County when finalized with providers, but in any event no later than 60 days after commencement of this Agreement.
- B. Security Officers shall be eligible for the package after ninety (90) days of continuous, full-time service.
- C. Payment of Employee life insurance premiums or benefits other than basic health and dental insurance are the responsibility of the Contractor.

- D. County will reimburse Contractor for a portion of the basic health & dental benefit package for all Security personnel working at County worksites, as follows: \$130.65 shall be reimbursed per eligible full-time Contractor's employee working at County sites under this Agreement, on a Bi-Weekly basis. Contractor shall include and itemize said cost on Contractor's bi-weekly invoices. The bi-weekly benefits cost for any part-time Contractor personnel shall be pro-rated on a proportional basis to percentage of full-time employment.
- E. Contractor and Contractor's individual Security Officers shall be expected to bear a proportionate share of health & dental insurance premium costs, in particular as to coverage for additional dependents.
- F. County and Contractor may agree to review said bi-weekly Benefits reimbursement during the course of this Agreement, but no more often than once every twelve (12) months.
- G. Nothing in this section shall be construed to prohibit Contractor from offering employees other pre-existing company benefits programs provided by the Contractor and/or with matching employee contributions, outside of this Agreement and without County participation.

6. INVOICE / BILLING PROCEDURES.

- A. All billing invoices shall initially be directed to the attention of:

Narayan Nair, Sheriff's Fiscal Services Manager
San Mateo County Sheriff's Office
400 County Center, 3rd Floor
Redwood City, CA 94063.
- B. The County reserves the right to request alternate billing arrangements after the initial 90-day contract period.
- C. All invoices shall be divided by site name and location so that the County can log, track, and distribute invoices to the appropriate County department or agency responsible for payment.
- D. All special security detail or other special one-time invoices, whether on regular time, overtime, or some combination thereof, shall be broken out and billed on a separate invoice.

7. ACCURACY & CHECKING OF INVOICES.

- A. Contractor's payroll office and local branch Account Manager shall personally review all invoices for accuracy, and to resolve any billing or time reporting discrepancies. Contractor is responsible for ensuring that invoices are accurate and free from detectable errors. Examples of the latter include, but are not limited to, the following:
 - 1) charging for days or hours not actually worked at a particular site;
 - 2) hours/charges assigned to wrong Guard or wrong site/invoice;
 - 3) charges for overtime which are a Contractor obligation and should be invoiced at regular pay;
 - 4) special detail charges intermingled with a regular worksite invoice and not broken out separately;
 - 5) merit pay increases included but without prior email notification to County as required;

- 6) incorrect charging of holiday pay hours;
 - 7) charging of paid leave hours in excess of amount covered by County under the Agreement (e.g. three weeks of vacation charged when County pays for two only);
 - 8) charging of leave replacement personnel hours at overtime rate rather than contractually allowable regular pay rate.
- B. Contractor must ensure that Contractor's payroll system is adequate to the task of providing the level of detail and payroll controls required by County

8. ESTIMATED CONTRACT COSTS.

Estimated contract costs are detailed in Exhibit B-2, which is provided for purposes of contract total Not-To-Exceed (NTE) computation and for County department budgeting purposes.

EXHIBIT B-1 – CONTRACTOR RATE SCHEDULE

CLASSIFICATION	HOURLY OFFICER WAGE RATE	BILLING CLASS	STRAIGHT BILLING RATE	PREMIUM BILLING RATE	EFFECTIVE DATE	JOB TITLE
SECURITY OFFICER 1	\$12.22	1	\$18.51	\$27.77	7/1/05	S01
SECURITY OFFICER 2	\$12.67	2	\$19.19	\$28.79	7/1/05	S02
SECURITY OFFICER 3	\$13.12	3	\$19.87	\$29.81	7/1/05	S03
SECURITY OFFICER 4	\$13.56	4	\$20.49	\$30.74	7/1/05	S04
SECURITY OFFICER 5	\$14.02	5	\$21.18	\$31.77	7/1/05	S05
SECURITY OFFICER 6	\$14.46	6	\$21.90	\$32.85	7/1/05	S06
SECURITY OFFICER 7	\$14.90	7	\$22.59	\$33.89	7/1/05	S07
SECURITY OFFICER 8	\$15.26	8	\$23.12	\$34.68	7/1/05	S08
SECURITY OFFICER 9	\$15.70	9	\$23.78	\$35.67	7/1/05	S09
SECURITY OFFICER 10	\$16.14	10	\$24.45	\$36.68	7/1/05	S10
SECURITY OFFICER 11	\$16.58	11	\$25.12	\$37.68	7/1/05	S11
SECURITY OFFICER 12	\$17.02	12	\$25.78	\$38.67	7/1/05	S12
SECURITY OFFICER 13	\$17.50	13	\$26.51	\$39.77	7/1/05	S13
SECURITY OFFICER 14	\$17.94	14	\$27.18	\$40.77	7/1/05	S14
SECURITY OFFICER 15	\$18.38	15	\$27.84	\$41.76	7/1/05	S15
SECURITY OFFICER 16	\$18.82	16	\$28.51	\$42.77	7/1/05	S16
SECURITY OFFICER 17	\$19.32	17	\$29.27	\$43.91	7/1/05	S17
SECURITY OFFICER 18	\$19.82	18	\$30.03	\$45.05	7/1/05	S18
SECURITY OFFICER 19	\$20.32	19	\$30.78	\$46.17	7/1/05	S19
SECURITY OFFICER 20	\$20.82	20	\$31.54	\$47.31	7/1/05	S20
SECURITY OFFICER 21	\$21.32	21	\$32.30	\$48.45	7/1/05	S21
SECURITY OFFICER 22	\$21.82	22	\$33.06	\$49.59	7/1/05	S22
SECURITY OFFICER 23	\$22.32	23	\$33.81	\$50.72	7/1/05	S23

Note: Vacation and Medical Benefits are billed as a pass through cost to the customer.

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EXHIBIT B-2 – ESTIMATED AGREEMENT COSTS BY YEAR FOLLOWS THIS PAGE

EXHIBIT B-2 COGNISA SECURITY CONTRACT
ANNUAL COST ESTIMATES BY COUNTY AGENCY
For Three-Year Period 7/1/05 - 6/30/08

Security Location & Positions	Avg Officer Hrly Rate	Avg Cont. Bill Rate	Overtime Bill Rate	Weekly Reg Hours	Weekly Est. OT Hours	Emp Ben Contrib.	Total Weekly	FY 2005-06 Projected	FY 2006-07 Projected	FY 2007-08 Projected
<u>SUPERIOR COURTS</u>										
<u>400 County Center, Redwood City</u>										
Lobby Checkpoint A (M-F early)	\$16.14	\$24.45	---	40.0	---	\$65.33	\$1,043.33	\$54,253	\$56,152	\$58,398
Lobby Checkpoint B (M-F early)	\$16.14	\$24.45	---	40.0	---	\$65.33	\$1,043.33	\$54,253	\$56,152	\$58,398
Lobby Checkpoint C (M-F pm)	\$16.14	\$24.45	---	40.0	---	\$65.33	\$1,043.33	\$54,253	\$56,152	\$58,398
Lobby Checkpoint D (M-F pm)	\$15.70	\$23.78	---	40.0	---	\$65.33	\$1,016.53	\$52,860	\$54,710	\$56,898
Scanning Operator (M-F)	\$16.58	\$25.12	---	40.0	---	\$65.33	\$1,070.13	\$55,647	\$57,594	\$59,898
Supervisor A (M-F early)	\$17.94	\$27.18	---	40.0	---	\$65.33	\$1,152.53	\$59,932	\$62,029	\$64,510
Supervisor B (M-F pm)	\$17.94	\$27.18	---	40.0	---	\$65.33	\$1,152.53	\$59,932	\$62,029	\$64,510
Special Security Detail - Officer:	---	---	\$36.68	---	8.0	---	\$293.44	\$15,259	\$15,793	\$16,425
Special Security Detail - Supvrs:	---	---	\$40.77	---	4.0	---	\$163.08	\$8,480	\$8,777	\$9,128
Training Hours	\$12.22	\$18.51	---	8.0	---	---	\$148.08	\$7,700	\$7,970	\$8,288
Total Hall of Justice:	---	---	---	288.0	12.0	---	\$8,126.31	\$422,568	\$437,358	\$454,852
<u>Northern Branch Court Facility, SSF</u>										
Lobby Checkpoint A (M-F early)	\$15.70	\$23.78	---	40.0	---	\$65.33	\$1,016.53	\$52,860	\$54,710	\$56,898
Lobby Checkpoint B (M-F pm)	\$15.70	\$23.78	---	40.0	---	\$65.33	\$1,016.53	\$52,860	\$54,710	\$56,898
Scanning Operator (M-F)	\$16.14	\$24.45	---	40.0	---	\$65.33	\$1,043.33	\$54,253	\$56,152	\$58,398
Supervisor A (M-F early)	\$17.94	\$27.18	---	40.0	---	\$65.33	\$1,152.53	\$59,932	\$62,029	\$64,510
Supervisor B (M-F pm)	\$17.94	\$27.18	---	40.0	---	\$65.33	\$1,152.53	\$59,932	\$62,029	\$64,510
Training Hours	\$12.22	\$18.51	---	5.0	---	---	\$92.55	\$4,813	\$4,981	\$5,180
Special Security Detail - Officer:	---	---	\$35.67	---	8.0	---	\$285.36	\$14,839	\$15,358	\$15,972
Total Northern Branch:	---	---	---	205.0	8.0	---	\$5,759.36	\$299,487	\$309,969	\$322,368
<u>Central Branch Court Facility, SM - FUTURE OPTION AT COURTS DISCRETION</u>										
Lobby Checkpoint A (M-F am)	\$15.70	\$23.78	---	40.0	---	\$65.33	---	---	---	---
Lobby Checkpoint B (M-F pm)	\$15.70	\$23.78	---	40.0	---	\$65.33	---	---	---	---
Scanning Operator (M-F)	\$16.14	\$24.45	---	40.0	---	\$65.33	---	---	---	---
Supervisor A (M-F)	\$17.02	\$25.78	---	40.0	---	\$65.33	---	---	---	---
Special Security Detail - Officer:	---	---	\$35.67	---	6.0	---	---	---	---	---
Total Central Branch:	---	---	---	160.0	6.0	---	Not Funded At This Time			

Security Location & Positions	Avg Officer Hrly Rate	Avg Cont. Bill Rate	Overtime Bill Rate	Weekly Reg Hours	Weekly Est. OT Hours	Emp Ben Contrib.	Total Weekly	FY 2005-06 Projected	FY 2006-07 Projected	FY 2007-08 Projected
<u>Hillcrest Juvenile Court, Tower Road *</u>										
Lobby Checkpoint A (M-F am)	\$15.70	\$23.78	---	40.0	---	\$65.33	\$1,016.53	\$4,405	\$54,710	\$56,898
Lobby Checkpoint B (M-F pm)	\$15.70	\$23.78	---	40.0	---	\$65.33	\$1,016.53	\$4,405	\$54,710	\$56,898
Scanning Operator (M-F)	\$16.14	\$24.45	---	40.0	---	\$65.33	\$1,043.33	\$4,521	\$56,152	\$58,398
Supervisor A (M-F early)	\$17.94	\$27.18	---	40.0	---	\$65.33	\$1,152.53	\$4,994	\$62,029	\$64,510
Special Security Detail - Officer:	---	---	\$35.67	---	8.0	---	\$285.36	\$1,237	\$15,358	\$15,972
Total Hillcrest Facility:	---	---	---	160.0	8.0	---	\$4,514.28	\$19,562	\$242,959	\$252,677
* Funded for 1 month in 2005-06; funded for full 12 months commencing in 2006-07										
SUBTOTAL COURTS:	---	---	---	813.0	34.0	---	\$18,400	\$741,617	\$990,285	\$1,029,897
<u>ASSESSOR'S OFFICE</u>										
<u>555 County Center, New COB</u>										
Security Officer (M-F; 8-5)	\$15.26	\$23.12	---	40.0	---	\$65.33	\$990.13	\$51,487	\$53,289	\$55,420
<u>HUMAN SERVICES AGENCY</u>										
<u>92nd Street, Daly City</u>										
Security Officer (M-F; 8-5)	\$15.26	\$23.12	\$34.68	40.0	10.0	\$65.33	\$1,336.93	\$69,520	\$71,954	\$74,832
Security Officer Pager Service	---	\$10.00	---	---	---	---	\$2.50	\$120	\$120	\$120
<u>550 Quarry Road, San Carlos</u>										
Security Officer (M-F; 8-5)	\$15.26	\$23.12	\$34.68	40.0	10.0	\$65.33	\$1,336.93	\$69,520	\$71,954	\$74,832
Security Officer Pager Service	---	\$10.00	---	---	---	---	\$2.50	\$120	\$120	\$120
<u>400 Harbor Blvd, Belmont</u>										
Security Officer (M-F; 8-5)	\$15.26	\$23.12	\$34.68	40.0	10.0	\$65.33	\$1,336.93	\$69,520	\$71,954	\$74,832
Security Officer Pager Service	---	\$10.00	---	---	---	---	\$2.50	\$120	\$120	\$120
<u>2500 Middlefield Rd, Redwood City</u>										
Security Officer (M-F; 8am-7pm)	\$15.26	\$23.12	\$34.68	40.0	10.0	\$65.33	\$1,336.93	\$69,520	\$71,954	\$74,832
Security Officer Pager Service	---	\$10.00	---	---	---	---	\$2.50	\$120	\$120	\$120
<u>2415 University, East Palo Alto</u>										
Security Officer A (M-F Days) @50%	\$15.70	\$23.78	\$35.67	20.0	5.0	\$32.67	\$686.62	\$35,704	\$36,954	\$38,432
Security Officer B (P/T M-F Swing) @50	\$14.02	\$21.18	---	10.0	---	\$16.34	\$228.14	\$11,863	\$12,278	\$12,770
(Costs shared 50/50 between Mental Health Services & Human Services agencies.)										
SUBTOTAL HUMAN SERVICES:	---	---	---	190.0	45.0	---	\$6,272.48	\$326,129	\$337,526	\$351,008

Security Location & Positions	Avg Officer Hrly Rate	Avg Cont. Bill Rate	Overtime Bill Rate	Weekly Reg Hours	Weekly Est. OT Hours	Emp Ben Contrib.	Total Weekly	FY 2005-06 Projected	FY 2006-07 Projected	FY 2007-08 Projected
<u>SMMC / HEALTH SERVICES</u>										
<u>SMCGH/Health Campus, San Mateo</u>										
Operations Lieutenant (M-F Days)	\$19.82	\$30.03	---	40.0	---	\$65.33	\$1,266.53	\$65,860	\$68,165	\$70,891
Security Dispatcher 7x24 M-Sun	\$16.14	\$24.45	---	168.0	---	\$274.39	\$4,381.99	\$227,863	\$235,839	\$245,272
Security Officer (PES/ER) (3 shifts; 7 days)	\$16.14	\$24.45	---	168.0	---	\$274.39	\$4,381.99	\$227,863	\$235,839	\$245,272
Security Officer (Wards) (3 shifts; 7 days)	\$15.70	\$23.78	---	168.0	---	\$274.39	\$4,269.43	\$222,010	\$229,781	\$238,972
Security Officer (Patrol A) (2 shifts; 7 days)	\$15.70	\$23.78	---	112.0	---	\$182.93	\$2,846.29	\$148,007	\$153,187	\$159,315
Security Officer (Patrol B) (2 shifts; 7 days)	\$15.70	\$23.78	---	112.0	---	\$182.93	\$2,846.29	\$148,007	\$153,187	\$159,315
Security Officer (L&D) (3 shifts, 7 days)	\$16.14	\$24.45	---	168.0	---	\$274.39	\$4,381.99	start 2006-07	\$235,839	\$245,272
Operations Sergeant A (7 days)	\$17.94	\$27.18	---	56.0	---	\$91.46	\$1,613.54	\$83,904	\$86,841	\$90,314
Security Sergeant B (7 days)	\$17.94	\$27.18	---	56.0	---	\$91.46	\$1,613.54	\$83,904	\$86,841	\$90,314
Patrol Sergeant C (7 days)	\$17.94	\$27.18	---	56.0	---	\$91.46	\$1,613.54	\$83,904	\$86,841	\$90,314
Training Hours	\$12.22	\$18.51	---	40.0	---	---	\$740.40	\$38,501	\$39,848	\$41,442
Special Security Detail - Supervisor:	---	---	\$40.77	---	10.0	---	\$407.70	\$21,200	\$21,942	\$22,820
Special Security Detail - Officer:	---	---	\$36.68	---	10.0	---	\$366.80	\$19,074	\$19,741	\$20,531
Total This Site:	---	---	---	1144.0	20.0	---	\$30,730.03	\$1,370,098	\$1,653,890	\$1,720,046
<u>2415 University, East Palo Alto</u>										
Security Officer A (M-F Days) @50%	\$15.70	\$23.78	\$35.67	20.0	5.0	\$32.67	\$686.62	\$35,704	\$36,954	\$38,432
Security Officer B (P/T M-F Swing) @50 (Costs shared 50/50 between Health Services & Human Services agencies.)	\$14.02	\$21.18	---	10.0	---	\$16.34	\$228.14	\$11,863	\$12,278	\$12,770
<u>Burlingame LTC Facility</u>										
Security Officer - Day Shift (7 days)	\$15.70	\$23.78	\$35.67	56.0	5.0	\$91.46	\$1,601.49	\$83,277	\$86,192	\$89,640
Security Officer - Swing Shift (7 days)	Not Funded at this time									
<u>802 Brewster St, Redwood City</u>										
Security Officer (M-F)	\$15.70	\$23.78	---	40.0	---	\$65.33	\$1,016.53	\$52,860	\$54,710	\$56,898
SUBTOTAL SMMC / HEALTH SERVICES:	---	---	---	1270.0	30.0	---	\$34,262.81	\$1,553,803	\$1,844,024	\$1,917,785
<u>1900 Coyote Point Dr., San Mateo</u>										
Security Patrol Officer A (7hr; 7days)	\$15.26	\$23.12	---	49.0	---	\$80.01	\$1,212.89	\$63,070	\$65,278	\$67,889
Security Patrol Officer B (8 hr; 7 days)	\$15.26	\$23.12	---	56.0	---	\$91.46	\$1,386.18	\$72,081	\$74,604	\$77,588
SUBTOTAL COYOTE MARINA:	---	---	---	105.0	---	---	\$2,599.07	\$135,152	\$139,882	\$145,477

Security Location & Positions	Avg Officer Hrlly Rate	Avg Cont. Bill Rate	Overtime Bill Rate	Weekly Reg Hours	Weekly Est. OT Hours	Emp Ben Contrib.	Total Weekly	FY 2005-06 Projected	FY 2006-07 Projected	FY 2007-08 Projected
<u>San Carlos Airport</u>										
Security Patrol Officer A (4 days)	\$17.02	\$25.78	---	40.0	---	\$65.33	\$1,096.53	\$57,020	\$59,015	\$61,376
Security Patrol Officer B (3 days)	\$15.70	\$23.78	---	30.0	---	\$49.00	\$762.40	\$39,645	\$41,032	\$42,674
Special Security Detail - Officer:	---	---	\$38.67	---	5.0	---	\$193.35	\$10,054	\$10,406	\$10,822
Total This Site:	---	---	---	70.0	5.0	---	\$2,052.28	\$106,719	\$110,454	\$114,872
<u>Half Moon Bay Airport</u>										
Not Funded at this time										
SUBTOTAL AIRPORTS:	---	---	---	70.0	5.0	---	\$2,052.28	\$106,719	\$110,454	\$114,872
TOTAL CONTRACT SERVICES:	---	---	---	2488.0	114.0	---	\$64,577	\$2,914,905	\$3,475,461	\$3,614,460