

Subordinate Master Agreement No. DO-057-11010284 11017444
To Regional Cooperative Agreement No. MA-017-10013067
With The Alpha & Omega Group Security Services, Inc.
For Unarmed Security Guard Services
For the Orange County Probation Department

This Subordinate Master Agreement No. DO-057-11010284 11017444 (hereinafter "Contract"), is made and entered into between Alpha & Omega Group Security Services, Inc., with a place of business at 2930 W. Imperial Highway, Suite 203, Inglewood, CA 90303-3142 (hereinafter "Contractor"), and the County of Orange, acting through the Orange County Probation Department (hereinafter "County"), a political subdivision of the State of California, effective upon approval by the Orange County Board of Supervisors. Contractor and County are sometimes referred to individually as "Party" or collectively as "Parties".

ATTACHMENT

This Contract is comprised of this document and the following Attachment, which is attached hereto and incorporated herein by reference:

Attachment A – CPO Regional Cooperative Agreement MA-017-10013067

RECITALS

WHEREAS, the County has issued Regional Cooperative Agreement No. MA-017-10013067 (hereinafter "RCA"), for Unarmed Security Guard Services which, as renewed, ~~with a current term of July 1, 2010 through June 30, 2011~~ has a current term of July 1, 2011 through June 30, 2012;

~~WHEREAS, County desires to enter into a Subordinate Master Agreement for Unarmed Security Guard Services; and~~

~~WHEREAS, the Orange County Probation Department (hereinafter "Probation") wishes to issue this subordinate Contract in accordance with the pricing, terms and conditions of the RCA; and~~

~~WHEREAS, Contractor is willing to provide Services as specified in Attachment A, to County for the compensation set forth in RCA—~~

~~WHEREAS, Contractor is willing to provide the services required by Probation in accordance with Attachment A, and as specified in Paragraph 5 herein, titled "Security Guard Post Orders for Los Piños Conservation Camp, 32951 Ortega Highway, Lake Elsinore, CA 92530.~~

NOW, THEREFORE, the Parties mutually agree as follows:

AGREEMENT

- 1. Scope of Agreement:** This ~~Subordinate Master Agreement~~ **Contract** specifies the terms and conditions by which Probation ~~Department~~ will procure services from Contractor, as more fully detailed in Attachment A, RCA MA-017-10013067, all terms and conditions of which are incorporated herein, and except as amended shall remain unchanged, and in full force and effect.

2. **Term:** This Agreement Contract shall be coterminous with the RCA, shall commence on July 1, 2010 2011 or upon execution of all necessary signatures and continue in effect through and including June 30, 2011 2012.

3. **Compensation & Payment:** Contractor agrees to provide all services as set forth in Attachment A, at the fixed rates, prices, fees and costs specified therein. The total amount of this Contract shall not exceed \$150,000.

4. **Payment– Invoicing Instructions**

Contractor will provide a two-part invoice on Contractor's letterhead for goods delivered and/or services rendered. In the case of goods, the CONTRACTOR will leave an invoice with each delivery. Each invoice will have a number and will include the following information:

- a. Contractor's name and address
- b. Contractor's remittance address, if different from 1, above
- c. Name of County agency/department
- d. Delivery/service address
- e. Master Agreement (MA) or Delivery Order (DO) number
- f. Date of order
- g. Product/service description, quantity, and prices
- h. Sales tax, if applicable
- i. Freight/delivery charges, if applicable
- k. Total

~~SCOPE OF WORK~~

5. **Security Guard Post Orders for Los Piños Conservation Camp – 32951 Ortega Highway, Lake Elsinore, CA 92430**

a. **Shift Requirements:** The Los Piños Conservation Camp requires unarmed security guard services as follows:

One (1) guard per shift, with one (1) hour of overlapping shifts occurring during the first and last hour of each shift ("Transition Hour"), when 2 (two) guards are to be present on site. Each shift shall cover nine (9) hours. Coverage hours are as follows:

Monday thru Sunday: 24-hour coverage per day; 27 billable hours per day

Guards shall adhere to the following shift schedules:

Monday – Sunday: 7:00 a.m.- 4:00p.m.

3:00 p.m. -12:00 midnight

11:00 p.m. – 8:00 a.m.

IT IS IMPORTANT THAT ALL GUARDS ARE CONSISTENT AND ON TIME. ARRIVAL AND DEPARTURE TIMES ARE ESSENTIAL AND MUST BE FOLLOWED.

b. **Specific Guard Duties:** Upon arrival, guards shall check-in at the administration office, where they will review any information from the day or prior shifts; reports shall be started and all accessories checked.

A guard shall make one round per shift, during the Transition Hour, when two guards are present on site. One guard will remain in the administration office manning the gate while the second guard conducts rounds.

Between the 3:00 p.m. to 4:00 p.m. Transition Hour, the guard making rounds shall assure that all doors, windows, openings, etc. in all buildings are secure.

Rounds conducted between the 11:00 p.m. to 12:00 p.m. Transition Hour may be limited to the main camp area; inspection of the sewage treatment facility and ball field behind the gym will not be required during these night rounds.

After the completion of rounds, the guard is to post in the administration office, monitoring the alarm panel and providing visual observation of entrance drive area via camera. The post location in the administration office shall be manned constantly from Monday through Friday between the hours of 7:00 a.m. to 5:00 p.m. ("Business Hours".)

Outside of Business Hours, guards are permitted to do additional "mini" patrols consisting of foot patrols of the immediate area or vehicle patrols of accessible drive areas. However, guards shall not leave the vicinity of the administration building for more than thirty (30) minutes at a time, unless investigating suspicious activity or during a Transition Hour.

If any alarm goes off, the guard should proceed immediately to the area of alarm and assess the situation. If assistance is needed, the guard shall contact the appropriate personnel listed on the emergency contact list in the administration office.

Upon the end of shift, the guard shall do a pass-down of information to the relieving guard, making note of any items that they need to keep watch of or address. The retiring guard shall not abandon post before the arrival of the relieving guard.

It is the responsibility of Contractor to provide a replacement relieving guard in the event the scheduled relieving guard does not report to work. The County will not be responsible to pay Contractor at the overtime rate for the retiring guard's extended hours if such overtime is the result of Contractor's staff failure to report to work.

~~I. SPECIFIC DUTIES INCLUDE BUT ARE NOT LIMITED TO:~~

c. Additional Service Requirements: The preceding specific guard duties shall also include, but not be limited to, the following requirements:

- 1) Guards are required to work with Probation's security coordinator and/or a designated supervisor, and must be able to communicate fluently in English.
- 2) Guards will also be required to interact with local law enforcement when necessary.
- 3) Guards must be sensitive to the wide range of ethnic diversity of clients and staff, if present.
- 4) Guards are to discourage individuals from gathering or meeting in a disruptive way, or from disturbing others in any manner.
- 5) Outside of Business Hours, guards are to regularly patrol the exterior perimeter and parking areas to monitor conditions.

- 6) Guards may also be required to escort staff, if present, to parking lots after Business Hours.
- 7) Guards must be attentive, helpful, agile, and display a quiet authority. Security Guards are expected to remove offenders possible violators as quickly and quietly as possible, yet not be abrasive or threatening, if possible.
- 8) Guards must keep relationships with public on a professional level at all times.
- 9) Guards shall not make friends with transients or encourage them in any way to return. Personal relationships with the public and staff are discouraged.
- 10) Guards shall "check in" with Probation's security coordinator (or designated alternate) upon arrival each day of service. The Security Guard is to inquire if there are any special situations or circumstances he/she that they should be aware of on that day.
- 11) ~~Duties of Security Guard service~~ Guard duties are to be performed only during designated working hours. No personal phone calls are permitted without prior permission.
- 12) Guards are to sign in and out for each of their shifts on the administration office log provided.
- 13) Guards shall check perimeters for unauthorized entry, vandalism, and unusual conditions.
- 14) Guards shall record the date and time of each security problem and complete an incident report, recording events and pertinent data, and submit the report to Probation's security coordinator within 24 hours of the incident.
- 15) Guards shall report observed damages and related problems to Probation's security coordinator.
- 16) Guards shall be pleasant and courteous to clients and staff, if present, at all times.
- 17) Guards shall request the assistance of the police or the Sheriff's Department if any person becomes abusive or unmanageable.
- 18) Guards shall carry a cell phone and provide that cell number to Probation's security coordinator.
- 19) Guards shall read and follow both written and oral communications.
- 20) All legally required breaks during Business Hours shall be taken in the Administration Office. Breaks outside of Business Hours must be taken while still on the grounds of the Los Pinos Conservation Camp. The post shall not be abandoned during breaks.

~~II. SECURITY GUARDS SHALL NOT:~~

d. Prohibited Actions: Guards employed by Contractor shall not be allowed to:

- (1) Use County equipment such as copiers, fax machines, and computers
- (2) Use County telephones except as needed to perform duties
- (3) Conduct personal business during assigned shift
- (4) Attempt to enforce corrective action, other than to escort persons from the premises
- (5) Be under the influence of drugs, alcohol, or other mind/behavior-altering substances

- e. Reports: Any and all reports prepared during the term of this contract shall become the property of the County of Orange. All Required reports shall be submitted on the forms provided by the County Probation. All report forms shall be completed in their entirety.
- f. Emergencies: Security officer guards shall respond to all requests for emergency assistance regardless of the nature of the emergency. Upon determination of the nature of the emergency, the security officer guards shall immediately notify the appropriate law enforcement agency, Fire Department or medical aid service provider. Medical aid administered by the security officer guards shall only be to the extent that the security officer is they are qualified to administer in accordance with his/her their current level of certification

~~**IT IS IMPORTANT THAT ALL GUARDS ARE CONSISTENT AND ON TIME. ARRIVAL AND DEPARTURE TIMES ARE ESSENTIAL AND MUST BE FOLLOWED AS PER GUIDELINES.**~~

Signature Page

The Parties hereto have executed this Contract on the dates shown opposite their respective signatures below.

The Alpha & Omega Group Security Services, Inc.:

Print Name Title

Signature Date

Print Name Title

Signature Date

*If a corporation, the document must be signed by two corporate officers.

The first signature must be by either the (1) Chairman of the Board, (2) President, or (3) any Vice President.

The second signature must be by either the (a) Secretary, (b) Assistant Secretary, (c) Chief Financial Officer, or (d) any Assistant Treasurer.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate Resolution demonstrating the legal authority of the signatory to bind the company.

County of Orange

A political subdivision of the State of California

Print Name Title

Signature Date

ATTACHMENT A

**CPO REGIONAL COOPERATIVE
AGREEMENT MA-017-10013067**