

## SUBORDINATE AGREEMENT

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SUBORDINATE AGREEMENT NUMBER MA-012-15011630 with The Alpha & Omega Group Security Services, Inc. is hereby issued per the terms and conditions of REGIONAL COOPERATIVE AGREEMENT (RCA) Number MA-017-15011468 for Unarmed Security Guard Services.

This Subordinate Agreement is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California, with a place of business at 1501 East St. Andrew Place, Santa Ana, CA 92705-4930 (referred to as "County"), and The Alpha & Omega Group Security Services Inc., with a place of business at 2930 W Imperial Hwy, Ste. 203, Inglewood, CA 90303-3142 (referred to as "Contractor") which are sometimes individually referred to as "Party" or collectively referred to as "Parties".

### ATTACHMENTS

This Agreement is comprised of this document and the following Attachments, which are incorporated by reference and attached hereto:

Attachment AA –RCA MA-017-15011468  
Attachment A-1-Scope of Services  
Attachment D-1-Security Guard Hours-OC Public Libraries  
Exhibit 1-Security Guard Information Sign-In/Sign-Out Sheet  
Exhibit 2-Guard Service Evaluation/Attendance Sheet

### RECITALS

WHEREAS, County of Orange, OC Community Resources/OC Public Libraries desires to enter into a Subordinate Agreement for Unarmed Security Guard Services; and

WHEREAS, the County of Orange and Contractor have previously entered into a Regional Cooperative Agreement Number MA-017-15011468, now in effect from 07/01/15 through 06/30/16; and

WHEREAS, Contractor is willing to provide the services specified in this Subordinate Agreement to OC Community Resources/OC Public Libraries; and

NOW, THEREFORE, the parties agree as follows:

1. **Scope of Agreement:** The terms of RCA Number MA-017-15011468, attached hereto as Attachment AA, are incorporated into this Subordinate Agreement MA-012-15011630. Any ambiguities, discrepancies, or inconsistencies shall be resolved in favor of the terms contained in this Subordinate Agreement. The services to be provided are more fully set forth in Attachment A-1.
2. **Term of Subordinate Agreement:** This Subordinate Agreement shall commence on July 1, 2015 or upon execution of all authorized signatures, whichever comes later, and continue for one (1) calendar year from that date, unless otherwise terminated by County. The term of this Subordinate Agreement shall continue regardless of whether RCA MA 017 15011468 terminates

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prior to the expiration of this Subordinate Agreement. This Contract may be renewed as set forth in paragraph 3 below.

3. **Renewal:** This Contract may be renewed by mutual written agreement of both Parties for four (4) additional 1 year terms. The County does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by the County of Orange Board of Supervisors.
4. **Compensation & Payment:** Contractor agrees to provide services at the fixed rates specified in the RCA. The total cost of this Subordinate Agreement shall not to exceed \$ 150,000.00.
5. **Payment Terms-Payment in Arrears:** Invoices are to be submitted in arrears to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.

Billing shall cover services and/or goods not previously invoiced. The contractor shall reimburse the County of Orange for any monies paid to the contractor for goods or services not provided or when goods or services do not meet the contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this contract and shall not be construed as acceptance of any part of the goods or services.

6. **PAYMENT-Invoicing Instructions:** The Contractor will provide an invoice on the Contractor's letterhead for services rendered. Each invoice will have a number and will include the following information:

1. Contractor's name and address
2. Contractor's remittance address, if different from 1, above
3. Contractor's Tax ID Number (TIN) or Employer's ID Number (EIN)
4. Name of County agency/department
5. Delivery/service address
6. Subordinate Contract Number: **MA-012-15011630**
7. Date of order/service
8. Product/service description, quantity, and prices
9. Sales Tax, if applicable
10. Freight/delivery charges, if applicable
11. Total

7. **Billing Instructions:** Billing shall be provided on a Summary Bill with detailed line, circuit or calling information available. All billing/invoicing shall be in accordance with rates quoted herein. OC Public Libraries shall not be subject to charges not detailed or quoted herein.

Invoices and supporting documentation shall be forwarded to:

OC Community Resources  
Attn: Accounts Payable

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1770 North Broadway, 4<sup>th</sup> Floor  
Santa Ana, CA 92706-2642

-Signature page follows-

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IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the date first above written.

**THE ALPHA & OMEGA GROUP SECURITY SERVICES, INC.\*  
a CA Corporation**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print  
Name: \_\_\_\_\_

Print  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

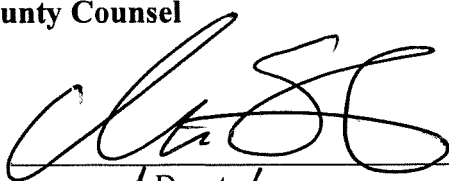
\* If the contracting party is a corporation, (2) two signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signator to bind the corporation.

**COUNTY OF ORANGE**  
a political subdivision of the state of California

\_\_\_\_\_  
Print Name Title

\_\_\_\_\_  
Signature Date

**APPROVED AS TO FORM:  
County Counsel**

By  \_\_\_\_\_  
Date 4/15/15 Deputy \_\_\_\_\_

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**ATTACHMENT AA  
REGIONAL COOPERATIVE AGREEMENT (RCA) MA-017-15011468**

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### ATTACHMENT A-1 SCOPE OF SERVICES

#### **I. CONTRACTOR'S RESPONSIBILITIES**

The contractor shall provide a trained, uniformed, unarmed security guard at OC Public Libraries (OCPL) locations within twenty-four (24) hours of a verbal and/or written request for services (all verbal requests will be confirmed by OCPL or OCCR Purchasing Department in writing). All requests must go through the OCCR Purchasing Department first prior to assignment, unless in an emergency. See below for **Emergency Service** requests.

The contractor will maintain an unarmed security guard(s) on each assignment as scheduled except for illness, injury or excused absence.

**Late arrivals and absences are not acceptable**, and in this case the contractor will provide replacement unarmed security guards who are trained and knowledgeable on assigned tasks and responsibilities. The contractor will ensure that unarmed security guards remain on duty, and are performing the assigned duties throughout the entire designated shift.

#### **II. Guard Duties May Include, but are Not Specified in the Contract:**

- Guard shall be sensitive to the wide range of ethnic diversity of library patrons and staff.
- Guard shall assist in the closing of the library; this includes but is not limited to: checking of restrooms, corners and in rows between shelving to ensure that no one is left behind, or hiding in, the building. The Guard may also be required to escort staff to parking lots after closing.
- Guard must be attentive, helpful, agile, and display a quiet authority. Guard shall remove offenders as quickly and quietly as possible.
- Guard shall maintain a professional relationship with public all times. Guard shall not make friends with transients or encourage them, in any way, to return. Personal relationships with the public and library staff are discouraged.
- Only duties of guard service are to be performed during designated working hours. No personal phone calls are permitted without permission of the Branch Librarian or designee.
- If there is a problem in the branch, which necessitates a staff member to stay after hours, the guard may be requested to stay with staff until the problem is solved. If the guard is able to accommodate the request, the branch will note the extra hours worked on the guard's time sheet

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### III. **Guard will be expected to respond to and/or enforce the following library rules as well as the rules outlines in the Library Code of Conduct:**

- Any improper acts, which are subject to prosecution under criminal or civil codes or laws, are prohibited.
- Individuals who are drunk, disorderly, or under the influence of drugs, shall be denied admission to the library premises.
- Physical abuse, assault on another person, or disturbing the peace by loud and noisy conduct, or by using abusive or threatening language or any other harassment, shall be cause of the removal of the offenders.
- Bare feet are prohibited for safety reasons.
- Service dogs shall be permitted inside the library premises, but other animals or personal pets shall remain outside the library building.

Anyone known to have violated any of the above rules may be excluded from the Library as a matter of administrative policy. Security Guards shall comply with any other rules as directed by the Branch Librarian or designee.

### IV. **For the OC Public Libraries branches, specifically:**

Additional security guard duties specific to, but not limited to, the Costa Mesa, Dana Point, Irvine Heritage Park, Rancho Santa Margarita, Tustin, and Westminster Library locations, but not delineated in contract (however *can be included as specific site instructions for guard*):

- Monitor parking lot, as needed, to target and report use by non-library users.
- Intervene and liaise when irate non-library users find their vehicle has been towed.
- Manage crowd control during children's programming.
- Maintain and ensure appropriate behavior among library patrons.
- Maintain and ensure patron safety inside and outside of building.
- Assist with closing procedures, if applicable.
- Regularly patrol interior of building and exterior perimeter to monitor conditions.
- Communicate effectively in English. Proficiency in the Spanish language is highly desirable, depending on the assignment location.

### V. **EMERGENCIES WHERE A GUARD IS NEEDED IMMEDIATELY FOR SERVICE OTHER THAN NORMALLY SCHEDULED (in this order):**

1. Contact the OC Public Libraries' Administrative Manager, for assistance: 714-566-3032

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2. Or contact OCCR Purchasing Services: 714-480-2860.
3. If neither is available, contact the OCCR Central Project Office Service Desk: 714-566-3031.

**VI. EMERGENCIES WHERE A GUARD IS NEEDED IMMEDIATELY FOR SERVICE OTHER THAN NORMALLY SCHEDULED (in this order):**

1. Contact the OC Public Libraries' Administrative Manager, for assistance: 714-566-3032
2. Or contact OCCR Purchasing & Contract Services: 714-480-2868
3. If neither is available, contact the OCCR Central Project Office Service Desk: 714-566-3031.

**VII. GUARD WILL BE EXPECTED TO RESPOND TO AND/OR ENFORCE THE FOLLOWING LIBRARY RULES AS WELL AS THE RULES OUTLINED IN THE LIBRARY CODE OF CONDUCT:**

1. Any improper acts, which are subject to prosecution under criminal or civil codes or laws, are prohibited.
2. Individuals who are drunk, disorderly, or under the influence of drugs, shall be denied admission to the library premises.
3. Physical abuse, assault on another person, or disturbing the peace by loud and noisy conduct, or by using abusive or threatening language or any other harassment, shall be cause of the removal of the offenders.
4. Bare feet are prohibited for safety reasons.
5. Service dogs shall be permitted inside the library premises, but other animals or pets shall remain outside the library building.



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**ATTACHMENT D-1  
SECURITY GUARD HOURS-OC PUBLIC LIBRARIES  
Branch Locations and hours as of 03/12/2015**

**Costa Mesa/Donald Dungan Library**  
1855 Park Avenue, Costa Mesa, CA 92627

**Branch Manager: Susan Sassone**

**HOURS PER WEEK: 29/week**

Monday: 1pm - 7pm

Tuesday: 1pm - 7pm

Wednesday: 1pm - 7pm

Thursday: 1pm - 7pm

Saturday: 10am - 3pm

**Dana Point Library**  
33841 Niguel Road, Dana Point, CA 92629

**Branch Manager Susan Pina**

**HOURS PER WEEK: 30/week**

Monday: 4:00pm - 8:00pm

Tuesday: 10:00am - 4:00pm

Wednesday: 10:00am - 4:00pm

Thursday: 2:00pm - 6:00pm

Saturday: 10:00am - 4:00pm

Sunday: 11:00am - 3:00pm

**Irvine Heritage Park Library**  
14361 Yale Avenue, Irvine, CA 92714

**Branch Manager: Cheryl Nakaji**

**HOURS PER WEEK: 34/week**

Monday: 3:15pm – 9:15pm

Tuesday: 3:15pm – 9:15pm

Wednesday: 3:15pm – 9:15pm

Thursday: 3:15pm – 9:15pm

Friday: 12:15pm – 5:15pm

Saturday: 12:15pm – 5:15pm

**Rancho Santa Margarita Library**  
30902 La Promesa, Rancho Santa Margarita, CA 92688

**Branch Manager: Jenny Gasset**

**HOURS PER WEEK: 24/week**

Monday: 2:00pm – 7:00pm

Tuesday: 1:00pm – 6:00pm

Wednesday: 2:00pm – 7:00pm

Thursday: 2:00pm – 7:00pm

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Friday: 1:00pm – 5:00pm

**Westminster Library**

**8180 13<sup>th</sup> Street, Westminster, CA 92683**

**Branch Manager: Cathy DeLeon**

**HOURS PER WEEK: 20/week**

Monday: 5:00pm – 9:00pm

Tuesday: 5:00pm – 9:00pm

Wednesday: 5:00pm – 9:00pm

Friday: 1:00pm – 5:00pm

Saturday: 1:00pm – 5:00pm

**Tustin Library**

**345 East Main, Tustin, CA 92780 Branch Manager: Tim Scott**

**HOURS PER WEEK: 27/week**

Monday: 3:00pm – 7:00pm

Tuesday: 3:00pm – 7:00pm

Wednesday: 3:00pm – 7:00pm

Friday: 12:15pm – 5:15pm

Saturday: 12:15pm – 5:15pm

Sunday: 12:15pm – 5:15pm

**Additional days and hours may be needed throughout the year for special events and/or occasions at any of the above locations.**

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**EXHIBIT 1**

**SECURITY GUARD INFORMATION SIGN-IN/SIGN OUT SHEET**

**MONDAY**

Date: _____	
Morning Time In: _____	Evening Time Out: _____
_____ Signature of Guard	_____ Signature of Guard
Comments:	

**TUESDAY**

Date: _____	
Morning Time In: _____	Evening Time Out: _____
_____ Signature of Guard	_____ Signature of Guard
Comments:	

**WEDNESDAY**

Date: _____	
Morning Time In: _____	Evening Time Out: _____
_____ Signature of Guard	_____ Signature of Guard
Comments:	

**THURSDAY**

Date: _____	
Morning Time In: _____	Evening Time Out: _____
_____ Signature of Guard	_____ Signature of Guard
Comments:	

**FRIDAY**

Date: _____	
Morning Time In: _____	Evening Time Out: _____
_____ Signature of Guard	_____ Signature of Guard
Comments:	

**SATURDAY**

Date: _____	
Morning Time In: _____	Evening Time Out: _____
_____ Signature of Guard	_____ Signature of Guard
Comments:	

**SUNDAY**

Date: _____	
Morning Time In: _____	Evening Time Out: _____
_____ Signature of Guard	_____ Signature of Guard
Comments:	

