

APPENDIX A

STATEMENT OF WORK

AS-NEEDED SECURITY GUARD SERVICES

**APPENDIX A
STATEMENT OF WORK**

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APPENDIX A STATEMENT OF WORK

1.0 SCOPE OF WORK

- 1.1 Contractor shall provide as-needed armed and unarmed security guard (Guard) services (Services) for the Department's Court Services Division. Contractor shall provide Services utilizing qualified, trained, and certified Guards 24 hours per day, seven days per week at County courthouses and specified Department facilities set forth in Attachment A1 (County Courthouses and other Sheriff's Facilities) to this Statement of Work (SOW).
- 1.2 The Department is responsible for providing security at courthouse entrances for all courthouses in the County. The smaller courthouses have one entrance, but some of the larger courthouses have two or more entrances that require Guards. Most County courthouses are at least partially staffed by Department armed security officers (Officers) and unarmed security assistants (Assistants). The Department does not, however, have sufficient numbers of Officers and Assistants to fill all Guard positions in the courthouses and other Department facilities, or to maintain a pool of Officers and Assistants for planned and unplanned vacancies. Contractor shall be required to provide Guards to fill the vacant positions. Planned vacancies occur when Officers and/or Assistants are on extended medical leave, military leave, and/or vacations. Unplanned absences include, but are not limited to, sick leave, emergency leave, training, and bereavement leave.
- 1.3 The number of County courthouses and other Department facilities requiring Services may change during the Term of the Contract based upon the Department's operational and organizational staffing requirements. Currently, the Department has 255 security positions, most of which are filled by Officers and Assistants. The County does not guarantee work for any minimum number of Contractor's Guards. The County's daily Service needs will vary based on the Department's vacancies and unplanned absences.
- 1.4 The Department may conduct orientation classes at various locations during the year. As the Department hires new Officers and Assistants to fill in the long-term vacant positions, the need for Contractor Guards may be reduced. Additionally, the County may close or open courthouses, which may also affect the level of Services. Contractor must therefore have the flexibility and capability to provide varying numbers of Guards on a daily basis, and on short notice. The Department is currently utilizing an average of 50 armed and unarmed contract Guards per day to cover planned and unplanned vacancies.

2.0 CONTRACTOR RESPONSIBILITIES

- 2.1 Contractor Guards shall provide building and parking Guard Services, as determined by the County Project Manager or designee. Here forward, all references to County Project Manager shall mean “County Project Manager or designee.”
- 2.2 Contractor shall provide qualified, trained, and certified Guards and Guard supervisors (Supervisors) at County Courthouses listed in Attachment A1 (County Courthouses and Other Sheriff’s Facilities) to this SOW, and in sufficient numbers to fill County’s vacancies listed in Attachment A2 (County Security Staff Vacancy Levels and Contractor's Required Staffing) to this SOW, as amended from time to time. The qualifications for Contractor Guards and Supervisors may be found in Paragraph 3.0 (Contractor Guards and Supervisors, Qualifications) below, and elsewhere throughout this SOW. All such Guards and Supervisors must be approved by the County Project Manager prior to providing Services under the Contract.
- 2.3 Contractor shall at Contractor’s sole expense, provide all working materials/documents including, but not limited to, forms, log sheets, and stationery needed by the Guards and Supervisors.
- 2.4 Contractor shall at Contractor’s sole expense, provide all Guard uniforms, firearms, ammunition, equipment, and related accessories for use by all Contractor Guards and Supervisors, consistent with Department policies listed in Attachment A5 (Manual of Policy and Procedures, Uniform and Safety Equipment) to this SOW.
- 2.5 Contractor shall ensure that all Guard uniforms, firearms, ammunition, equipment and related accessories used by the Guards and Supervisors to provide Services under the Contract are kept clean and maintained according to manufacturer’s standards. The County Project Manager may from time to time inspect such items to ensure they are in proper working order.
- 2.6 Contractor shall be responsible for making parking arrangements and paying the parking fees for Contractor Guards and Supervisors assigned to work at any of the County facilities. The County will not make any special parking arrangements for Contractor Guards and Supervisors.

- 2.7 Contractor shall be liable for any damage or injury resulting from the accidental discharge of a Contractor Guard's or Supervisor's firearm. In the event of an incident involving misuse of authority or violation of firearm regulations by Contractor Guards or Supervisors, the County Project Manager may proceed with an administrative investigation. Contractor shall fully cooperate with County in such situation, including but not limited to, providing documentation requested by the County Project Manager and allowing Contractor Guards and Supervisors to be interviewed at a County facility.
- 2.8 In the event that a scheduled Guard is unable to report on time for a work shift, or is out ill for the day, Contractor shall advise the County Project Manager prior to the scheduled starting time. Contractor shall provide a substitute Guard within one hour of the scheduled work shift.
- 2.9 County will not reimburse Contractor for overtime when a substitute Guard or Supervisor is brought in from a non-County assignment to cover a County assignment under the Contract when the scheduled Contractor Guard is absent due to illness or other cause.
- 2.10 Contractor shall monitor the number of hours worked by each assigned Guard and Supervisor working 40 hours per-week for Contractor under the Contract to ensure that outside employment does not exceed 24 hours per-week. Failure to monitor outside employment requirements may result in County-imposed assessments against Contractor. If non-compliance persists, County may terminate or suspend the Contract at any time at its sole discretion.
- 2.11 Contractor shall monitor the number of hours worked by Guards and Supervisors who are engaged in full-time employment (40 hours per-week) by another employer, and who are employed by Contractor as a "second job" to ensure that such employees are limited to 24 hours per-week of work under the Contract.
- 2.12 Contractor shall comply with Labor Code Sections 1811 through 1815 regarding the payment of overtime for employees providing Services under the Contract. Contractor's continued non-compliance with the Labor Code shall be reported to the State Labor Commissioner.
- 2.13 Contractor shall pay overtime to full-time Guards and Supervisors assigned to County facilities for Services provided on County-recognized holidays. These employees shall be paid at 1.5 times the hourly billing rate (time and a half) specified in Exhibit B (Pricing Sheet) of Appendix B (Sample Contract).

3.0 CONTRACTOR GUARDS AND SUPERVISORS, QUALIFICATIONS

- 3.1 Contractor Guards and Supervisors shall be employees of Contractor and thus directly employed by Contractor.
- 3.2 Contractor Guards and Supervisors shall be adults who are 18 years of age or older, fluent in both spoken and written English, and shall possess basic English writing skills and computer knowledge for note taking and completing report forms. Guards and Supervisors shall also demonstrate the ability to communicate with the public and County employees, and demonstrate the ability to work independently and accept responsibility.
- 3.3 Contractor Guards and Supervisors shall have satisfactorily completed the State of California training requirements for security guards as listed by the Department of Consumer Affairs – Bureau of Security and Investigative Services, Article 9, Skills Training Course for Security Guards.
- 3.4 Contractor Guards and Supervisors must have a working knowledge of California Penal Code sections which are pertinent or applicable to the Services required and provided pursuant to the Contract (e.g., power of arrest, search and seizure, etc.).
- 3.5 Contractor Guards and Supervisors must maintain current certificates and licenses as specified in Paragraph 4.0 (Required Certificates and Licenses) of this SOW.
- 3.6 Contractor Guards and Supervisors shall be in good physical condition and capable of fulfilling all work requirements specified in this SOW and throughout the Contract. Also see Paragraph 12.0 (Physical Examination Requirements) of this SOW.
- 3.7 Guards and Supervisors shall possess knowledge of the following:
 - 3.7.1 Working knowledge of the assigned courthouse or other Department facility or Location.
 - 3.7.2 Procedures for reporting and/or correcting hazardous conditions: Report all safety hazards, malfunctioning equipment, liquid spills, and other such matters to the appropriate County Branch Supervisor or emergency agency.
- 3.8 All Guards, whether providing armed or unarmed Services under the Contract, shall be trained to properly maintain and safely handle firearms and batons.

4.0 REQUIRED CERTIFICATES AND LICENSES

- 4.1 Contractor Guards and Supervisors shall be registered and certified by the State of California, Bureau of Security and Investigative Services, and shall fulfill all other State and local license requirements.
- 4.2 All Contractor Guards and Supervisors providing Services under the Contract shall possess and maintain all of the following certificates and licenses:
 - a. Certified copy of birth certificate;
 - b. High School diploma, or G.E.D., or equivalent;
 - c. Valid California Class "C" Driver's License or California Identification Card;
 - d. California Guard Registration Card (Guard Card);
 - e. California Fire Arms Qualification Card (armed Guards only);
 - f. License to carry oleoresin capsicum spray;
 - g. Police Officer Standards and Training Certification in Side Handle, PR24 Baton or ASP (Collapsible Baton) Training;
 - h. First Aid Certificate; and
 - i. Cardiopulmonary Resuscitation Certificate sponsored or approved by the American Red Cross or American Heart Association.
- 4.3 Contractor shall provide to the County Project Manager copies of valid licenses and certificates for all Guards and Supervisors prior to beginning work under the Contract.
- 4.4 Contractor shall maintain employee files containing, in part, copies of all current certificates and licenses for Guards and Supervisors throughout the Term of a Guard's or Supervisor's employment with Contractor. Contractor shall make such certificates and licenses available to County immediately upon request, at any time during the Term of the Contract.
- 4.5 Contractor Guards and Supervisors possessing documents issued outside the United States, must have them notarized to verify their validity (e.g. Paragraph 4.2(a) and 4.2(b) above).

5.0 CONTRACTOR'S OFFICE

- 5.1 Contractor shall maintain an office in the County with a telephone in the Contractor's name where Contractor conducts business. If Contractor maintains several offices in the County, it shall designate one office in the County as the main contact for County.
- 5.2 Contractor's office shall be staffed during the hours of 6:00 a.m. to 6:00 p.m.
- 5.3 Contractor shall respond 24 hours per-day, seven days per-week to all telephone calls which may be received from County Project Manager regarding the Contractor's performance of the Contract.
- 5.4 During office hours, Contractor shall respond to telephone calls from County Project Manager within 15 minutes of the call.
- 5.5 Contractor shall provide an answering service to receive after-hours (6:00 p.m. to 6:00 a.m.) calls. Contractor shall respond to telephone calls received by the answering service within two hours of receipt of call from County Project Manager.
- 5.6 Emergency Response Request
See Paragraph 8.0 (Contractor's Plan in Emergency Situations) of this SOW.

6.0 CONTRACTOR'S STAFFING PLAN

- 6.1 Contractor shall provide an initial staffing plan for each facility or Location pursuant to Attachment A1 (County Courthouses and Other Sheriff's Facilities) to this SOW, which shall be based on the Department's required staffing provided in Attachment A2 (County Security Staff Vacancy Levels and Contractor's Required Staffing) to this SOW. The initial staffing plan shall be provided in a form and format approved by County Project Manager and shall include name, employee number, classification, and hours for all proposed Contractor Guards who will fill in for planned and unplanned absences. Contractor shall provide the staffing plan to County Project Manager within ten Business Days after approval of Contract by the County Board of Supervisors.

- 6.2 As the Department's staff vacancy levels change due to the addition or deletion of facilities during the Term of the Contract, the County Project Manager will provide Contractor with a revised Attachment A2 (County Security Staff Vacancy Levels and Contract's Required Staffing) to this SOW. Attachment A2 will be revised and documented using the Change Notice process stated in Paragraph 8.1 (Change Notices and Amendments) of the Contract.

The County shall have the right to add or delete facilities, Locations, and/or courthouses to the list set forth in Attachment A1 (County Courthouses and Other Sheriff's Facilities) to this SOW, during the Term of the Contract. The addition or deletion of courthouses will be based, in part, on the required staffing and policies of the court. In the event that facilities, Locations, and/or courthouses must be added or deleted, County will give Contractor at least five Business Days' advance written notice.

- 6.3 Upon receipt of a revised Attachment A2 (County Security Staff Vacancy Levels and Contract's Required Staffing) to this SOW, from County, Contractor shall provide County Project Manager and County Branch Supervisor, with a revised written staffing plan within 24 hours. Contractor Project Manager shall meet with County Project Manager to develop changes to the staffing plan.
- 6.4 Contractor's request to replace a Guard or move a Guard to another Post must be submitted in writing to County Project Manager prior to making a change. Under no circumstance shall Contractor effect such change without written approval from County Project Manager. Contractor shall provide County Project Manager and County Branch Supervisor, with a revised written staffing and work plan for each change within 24 hours effecting such change.

7.0 CONTRACTOR'S RELIEF FOR PLANNED AND UNPLANNED ABSENCES OF COUNTY SECURITY OFFICER AND ASSISTANT

- 7.1 Contractor shall provide qualified, trained, and certified Guards to fill in for planned and unplanned absences of Department Officers and Assistants.

7.1.1 Planned County Absences

When an Officer or Assistant is scheduled for vacation, extended sick leave, or other leave of absence, the County Project Manager and/or the County Branch Supervisor, will provide Contractor at least 24 hours written notice via email to provide a Guard replacement. Contractor shall respond to planned absence requests within 12 hours of notification by County. Contractor shall notify County Project Manager and the County Branch Supervisor via e-mail with the status of all requests for coverage.

7.1.2 Unplanned County Absences

When an Officer or Assistant is absent due to an unplanned short-term leave, the County will notify Contractor of the need for relief Guards as soon as such absence becomes known. Contractor shall ensure a Guard reports to the requested location within two hours of notification. Contractor shall notify County Project Manager and the County Branch Supervisor via e-mail with the status of all requests for coverage.

- 7.2. In the event the Department needs to cancel a Service request, a notification will be provided to Contractor not less than two hours prior to the start time. If the Department is unable to provide timely notification, the Guard will be authorized to provide coverage for up to four hours only.

8.0 CONTRACTOR'S PLAN IN EMERGENCY SITUATIONS

- 8.1 In the event of an emergency situation, Contractor shall continue to provide Services under the Contract. Contractor Project Manager and County Project Manager will develop an Emergency Response Plan to ensure that Contractor is notified of the emergency and that Contractor will continue to provide Services. The Emergency Response Plan shall be provided in a form and format approved by County Project Manager.
- 8.2 For purposes of this Paragraph 8.0, an "emergency situation" includes, but is not limited to, fires, floods, earthquakes, civil disturbances, jail/courthouse riots, and other disasters.
- 8.3 County Project Manager, in his/her sole discretion, will determine if a particular situation constitutes an emergency situation as specified in this Paragraph 8.0 (Contractor's Plan in Emergency Situations). Contractor shall provide adequate staffing to ensure continued Services to the extent determined by County Project Manager.

- 8.4 Upon County Project Manager's notification to Contractor of an emergency response request, Contractor shall immediately respond to County Project Manager in the manner set forth in Contractor's Emergency Response Plan regardless of day or time that the call is received by Contractor pursuant to this Paragraph 8.0 (Contractor's Plan in Emergency Situations).
- 8.5 Should any emergency situation require performance of Services beyond the capability of the Contractor, the County may obtain supplemental Services from Department personnel or other Service providers. Such supplemental Services obtained by the Department shall not constitute a breach of the Contract by the County.

9.0 CONTRACTOR SUPERVISOR DUTIES

Contractor Guards shall be supervised by Contractor's supervisory staff. Contractor shall employ at least one Supervisor on each work shift for all Locations, plus an additional Supervisor if more than 20 Guards are assigned to a work shift. Contractor's Supervisors are expected to travel to their assigned facilities on a regular basis to provide mentoring and supervision of subordinates. Contractor's Supervisors shall:

- 9.1 provide direction and instruction to Guards by making daily rounds of assigned County facilities and observing Guards performing work under the Contract;
- 9.2 immediately respond to on-site emergencies, providing as-needed support;
- 9.3 provide training to Guards and ensure that each Guard fully understands the duties and Services to be provided under the Contract, prior to the Guard providing Services under the Contract;
- 9.4 be available to conduct inspections and respond to questions posed by Guards at all times during the assigned work shift;
- 9.5 provide technical and administrative advice to Guards as appropriate;
- 9.6 ensure that assigned Guard coverage is appropriate and sufficient to meet the County's requirements under the Contract;
- 9.7 inform subordinates of any deviations from acceptable practices and procedures, instruct Guards on the proper methods and procedures, and explain conditions when deviations are permissible;
- 9.8 respond to requests from Guards for assistance;

- 9.9 update and explain procedures to Guards assigned to fixed Posts;
- 9.10 have a thorough knowledge of radio usage and codes, and train Guards in these areas;
- 9.11 conduct investigations and prepare reports as appropriate;
- 9.12 be required to drive a Contractor-provided motor vehicle to the different assigned Locations;
- 9.13 be in full uniform at all times, including uniform jacket when appropriate;
- 9.14 sign-in and sign-out for all County-furnished equipment (see Paragraph 28.0 (County-Furnished Equipment) of this SOW) when reporting for duty and after work shift with the County Branch Supervisor; and
- 9.15 perform scheduled inspections of Guards, and document the findings in Attachment A9 (Performance Inspection Report) to this SOW as further discussed in Paragraph 22.2.1 (Review of Inspection Reports) of this SOW.

10.0 CONTRACTOR GUARD DUTIES

Guards shall perform the following duties, including, but not be limited to:

- 10.1 screening all County employees, court employees, clients, visitors and/or other members of the public at each designated entrance to County courthouses and Department-specified facilities set forth in Attachment A1 (County Courthouses and Other Sheriff's Facilities) to this SOW. Contractor Guards shall safeguard County and court property against fire, theft, vandalism, and illegal entry, and also provide information and assistance to the public;
- 10.2 signing-in and signing-out each day with County Branch Supervisor;
 - 10.2.1 A Department sign-in/sign-out sheet will be located at each Post. Guards shall report to work on time and remain on assigned duties until relieved.
 - 10.2.2 Guards shall sign-in and sign-out for all County-furnished equipment as stated in Paragraph 28.0 (County-Furnished Equipment) of this SOW when reporting for duty and after end of work shift with the County Branch Supervisor.

- 10.3 operating firearm screening equipment, including x-ray machine and magnetometers, both screen-operated and hand-held;
- 10.4 covering an assignment at a fixed Post, or patrol an area, facility, or Location for the purpose of detecting and preventing individuals or groups from committing acts which are injurious to other individuals or to property;
- 10.5 detaining individuals for further investigation, or arrest where circumstances and conditions warrant such action;
- 10.6 intervening when necessary to stop injurious acts, conduct searches for firearms and contraband, and provide details on individuals for investigations, detentions, and arrests;
- 10.7 visually screening packages and parcels carried into County facilities;
- 10.8 investigating questionable acts or behavior observed or reported on County property and question witnesses and suspects to ascertain or verify facts;
- 10.9 answering questions and providing as-needed escort services to members of the public;
- 10.10 verifying the security of safes and areas where equipment or items of value are stored;
- 10.11 locking and unlocking gates and doors as directed;
- 10.12 reducing or turning off facility lights and close window coverings, as directed;
- 10.13 ensuring that only authorized personnel are permitted access to closed or restricted facilities by visually inspecting persons for proper identification and requiring each person to sign-in and sign-out of facility. Unauthorized or unidentified individuals will be detained;
- 10.14 raising and lowering flags at designated times;
- 10.15 responding to reports of ill or injured visitors, patrons, or employees, rendering first aid, and notifying County Branch Supervisor if further assistance is necessary or desirable;
- 10.16 relaying reports of bomb threats immediately to County Branch Supervisor, and participating in bomb searches organized by the Department or other law enforcement agency personnel;

- 10.17 responding to scene of locally activated fire, burglary, or other alarms, evaluating the situation, and taking appropriate action;
- 10.18 monitoring alarm systems and electronic surveillance equipment;
- 10.19 reporting all incidents of an emergent nature that may involve potential damage or injury to any individual within the facility, including:
 - 10.19.1 notifying Contractor Supervisor immediately;
 - 10.19.2 completing a full written report of the incident and submitting to County Branch Supervisor by the end of the work shift as specified in Paragraph 25.3 (Reporting Requirements) of this SOW; and
 - 10.19.3 if during after hours, immediately requesting appropriate emergency aid from local fire or police.
- 10.20 reporting any lost or stolen County-furnished equipment immediately to the County Branch Supervisor, with a full written report of the incident. Information shall include a description of the missing item, its serial number, the date of incident, and the name of the Guard assigned to the Post;
- 10.21 patrolling interior and exterior perimeter of the facility or Location, as required;
- 10.22 monitoring parking as directed by the County Branch Supervisor;
- 10.23 submitting an incident report to County Branch Supervisor and the County Project Manager within one hour of incident for any damage or injury resulting from the accidental discharge of Guard's firearm;
- 10.24 reporting the loss, theft, or misuse of any firearm, baton, Sam/Sally Browne belt, or ammunition to County Branch Supervisor and County Project Manager immediately; and
- 10.25 reporting any lost or stolen Contractor-owned or County-owned equipment to the County Branch Supervisor and Contractor Supervisor through a written memorandum or by completing an incident report as soon as possible. The written documentation must include a description of the missing item, serial number, date of incident, and Contractor Guards and Department Officers and Assistants assigned to the Post. The County Branch Supervisor will forward the written documentation to the County Project Manager.

11.0 CONTRACTOR GUARD AND SUPERVISOR GENERAL PERFORMANCE

- 11.1 All Guards and Supervisors shall adhere to the Statement on Workplace Equality, as described in Attachment A3 (Statement on Workplace Equality) to this SOW.
- 11.2 Guards and Supervisors shall adhere to, and comply with the same duties and conduct required of Assistants and Officers, as set forth in Attachment A4 (Civil Procedures – Security Duties and Conduct) to this SOW.
- 11.3 All Guards and Supervisors shall:
 - 11.3.1 be punctual, remain awake, alert, and attentive during their work shifts, without exception;
 - 11.3.2 be attired in full uniform as specified in Paragraph 13.0 (Contractor-Furnished Uniforms) of this SOW, including black shoes, ties and badges at all times. During summer months, ties may be optional at the sole discretion of the County;
 - 11.3.3 present a businesslike demeanor at all times;
 - 11.3.4 maintain their Post desk in a neat and presentable manner;
 - 11.3.5 be able to read, write, and speak English, prepare clear and concise reports, remember facts and details concerning specific situations, and communicate effectively with the general public;
 - 11.3.6 have a good working knowledge of self-defense and public restraint procedures;
 - 11.3.7 react quickly and take command of emergency situations, and use sound judgment and discretion in handling unruly or trespassing members of the public;
 - 11.3.8 follow all Federal, State and local laws that apply to the provision of Guard Services, particularly those dealing with arrest, licensing, training, and certifications as set forth in California Penal Code sections 830.1 through 854; and
 - 11.3.9 follow all Department's rules and regulations.

11.4 Prohibitions

All Guards and Supervisors are prohibited from:

- 11.4.1 eating, reading, or using personal radios, cell phones, televisions, any kind of electronic entertainment devices, computer disk, or tape players at their Posts at any time;
- 11.4.2 removing or borrowing County materials or equipment, or items owned by County employees. Such materials, equipment, or items include, but are not limited to, radios, heaters, fans, etc.;
- 11.4.3 leaving their assigned Posts until properly relieved;
- 11.4.4 using any County telephones except for the purpose of making or receiving calls to or from their Supervisors or County representatives;
- 11.4.5 bringing visitors, unauthorized firearms, or contraband into any County facility or Location;
- 11.4.6 storing any firearms, including firearm accessory, baton, ammunition, or Sam/Sally Browne belt at any County facility or Location where Services under the Contract are being provided. The County shall not be responsible for storage of Contractor's firearms at any County facility or Location;
- 11.4.7 removing firearms, batons, Sam/Sally Browne belts from their persons or leaving such items unattended at any County facility or Location, unless under extreme emergency or in a life threatening situation. Any loss shall be immediately reported to the Supervisor or superior, as the case may be;
- 11.4.8 utilizing firearms and batons as a measure of threat or intimidation;
- 11.4.9 removing and cleaning firearms at any County facility or Location at any time;
- 11.4.10 possessing unauthorized firearms, holsters, and ammunition while providing Services at any County facility or Location, at any time; and

- 11.4.11 excessively socializing with the public, County employees, or other Contractor employees while providing Services under the Contract, as determined solely by the County Branch Supervisor.

12.0 PHYSICAL EXAMINATION REQUIREMENTS

Contractor Guards and Supervisors assigned to provide Guard Services under the Contract must have the physical capability to perform all of the duties specified in this SOW.

- 12.1 Prior to commencing work under the Contract, Contractor shall ensure that each Guard and Supervisor undergoes an initial physical examination performed by a licensed medical examiner. Contractor shall provide a “fit-for-duty” statement to the County Project Manager no later than three Business Days prior to a Guard or Supervisor beginning work under the Contract.
- 12.2 Following the initial physical exam, all Contractor Guards and Supervisors shall undergo physical exams annually thereafter. Results of these examinations shall be maintained by Contractor in each respective Guard's and Supervisor's personnel file.
- 12.3 If the County Project Manager determines that a Contractor Guard's or Supervisor's physical condition appears to be questionable, the County Project Manager may require Contractor to: (1) provide a current medical certification that Contractor warrants that the Guard or Supervisor is fit for duty, and/or (2) dismiss the Guard or Supervisor from providing work under the Contract.

13.0 CONTRACTOR-FURNISHED UNIFORMS

- 13.1 Contractor shall furnish and provide uniforms for all Guards and Supervisors providing Services under the Contract. The uniforms must be the same for all assigned Guards and Supervisors.
- 13.2 The uniform shall consist of the following attire:
 - a. Trousers – Navy Blue or Black;
 - b. Shirt/Blouse – White, Gray, Navy Blue or Black;
 - c. Jacket – Navy Blue, Black, or Gray (Jacket Optional);
 - d. Belt – Solid Black, Basket Weave;

- e. Tie – Black (per County Project Manager request);
 - f. Tie Bar (per County Project Manager request);
 - g. Socks – (Solid Black or Navy Blue);
 - h. Shoes – Solid Black, Leather, and Military Type (low laced, plain-toed oxfords, with smooth finish);
 - i. Shoulder Patches, as required by Assembly Bill 1582, on both arms of uniform shirt/blouse and jacket;
 - j. Rain Gear (as-needed);
 - k. Name Tags; and
 - l. Photo ID with name, to be in the immediate possession of Guard or Supervisor, and not visibly worn while on duty.
- 13.3 Contractor shall obtain written approval for the uniform and other related attire from the County Project Manager prior to beginning work under the Contract.
- 13.4 Contractor staff shall keep uniforms clean and neatly pressed.

14.0 CONTRACTOR-FURNISHED EQUIPMENT AND ACCESSORIES

- 14.1 Contractor shall furnish and provide all Guards and Supervisors with the following minimum equipment/accessories:
- a. Sam/Sally Browne (gun belt);
 - b. Handcuff case;
 - c. Four keepers;
 - d. Key snap;
 - e. One heavy-duty 3-cell flashlight approved by County Project Manager;
 - f. One set of handcuffs plus key;
 - g. Badge;
 - h. PR 24 baton or the ASP (24” or 26”) expandable straight stick;

- i. Pepper spray (10% solution of oleoresin capsicum in a 1.47 oz. container and carried in holster);
- j. Firearm (armed Guards);
- k. Firearm holster (armed Guards);
- l. Ammo pouch (armed Guards); and
- m. Ammunition (armed Guards).

14.2 Firearms

- 14.2.1 Armed Guards shall be limited to possessing one of the following authorized firearms:
 - a. 9 mm, semi-automatic
 - 1. Beretta;
 - 2. Glock; or
 - 3. Smith & Wesson.
 - b. .38 Special or .357 magnum caliber, double revolver
 - 1. Colt;
 - 2. Smith & Wesson; or
 - 3. Sturm Ruger.
- 14.2.2 All Contractor-furnished firearms must be registered to either the Contractor, Guard, or Supervisor.
- 14.2.3 All armed Guards and Supervisors must qualify with their firearm every four months. Contractor shall be responsible for maintaining a file for tracking this information.
- 14.2.4 Firearms used by Contractor employees shall be subject to inspection by sworn County personnel at any time.
- 14.2.5 Contractor shall maintain a current firearms list, which shall include the manufacturer, model, and serial number of the firearms used by Contractor's armed Guards and Supervisors. The firearms list shall be provided to the County Project Manager immediately upon request.

- 14.2.6 Contractor shall be responsible for keeping the firearms list current, adding and deleting Guards and Supervisors, and noting other changes as appropriate. Contractor shall provide the County Project Manager with updated lists immediately upon request.
- 14.2.7 Contractor shall provide a completed firearms check-off list to County Project Manager when a new armed Guard or Supervisor begins work under the Contract. The completed check-off list shall include all required firearm information (e.g. gun make, model, serial number, and registered owner's name). Contractor shall ensure all required firearms documentation is maintained in each Guard or Supervisor employee file.
- 14.2.8 The County Project Manager will review and verify the firearms check-off list file on at least an annual basis during the Term of the Contract to ensure that the list is current and accurate.

14.3 Holsters, Firearms

- 14.3.1 Holsters shall be specifically shaped to fit the firearm carried.
- 14.3.2 Holsters shall be securely riveted, stitched, or bolted to the holster shank/belt loop.
- 14.3.3 Holsters shall fully cover the firearm's trigger guard opening when the firearm is holstered.
- 14.3.4 Clamshell, automatic, or trick holsters of any kind are prohibited.

14.4 Ammunition

- 14.4.1 Contractor shall furnish and provide, as applicable, the following authorized ammunition:
 - a. 9mm Luger;
 - b. 9mm Parabellum;
 - c. .38 Special (.357 Magnum ammunition is specifically not authorized for use on-duty).

Explosive, incendiary, tracer, or metal piercing ammunition shall not be used. Alterations to factory ammunition and/or any projectile developing a velocity in excess of 1,500 feet per second shall not be permitted.

- 14.4.2 All ammunition shall be factory loaded.
 - 14.4.3 Each armed Guard shall carry a minimum of 12 additional rounds for the firearm, in addition to the six loaded.
 - 14.4.4 Contractor shall replace all issued ammunition annually each January with new ammunition of the same type in accordance with Paragraph 14.4.1 above.
 - 14.4.5 All Contractor-issued ammunition shall be approved by the Department's Range staff. The County Project Manager will schedule an inspection of the Contractor's ammunition with the Department's Weapons Training Unit.
 - 14.4.6 Ammunition used by Contractor employees shall be subject to inspection by sworn County personnel at any time.
- 14.5 Contractor shall be responsible for the maintenance of all equipment/accessories listed in Paragraph 14.1 of this SOW.

15.0 CONTRACTOR-FURNISED VEHICLES

- 15.1 Contractor shall provide vehicles for use by its Supervisors for the sole purpose of conducting routine inspections of Guard performance at the various Locations listed in Attachment A1 (County Courthouses and Other Sheriff's Facilities) to this SOW.
- 15.2 Contractor shall also provide vehicles to a limited number of Guards who may be required to use vehicles to perform their assigned duties, as approved by County Project Manager.
- 15.3 Contractor's vehicles shall be clearly identified, and must be well maintained and kept clean at all times.
- 15.4 Contractor-furnished vehicles shall at a minimum:
 - 15.4.1 satisfy all road safety standards as defined by California Vehicle Code or Department of Motor Vehicles;
 - 15.4.2 be less than five years old;
 - 15.4.3 be in good condition/repair with no visible damage;
 - 15.4.4 be properly marked with company name and logo;

- 15.4.5 operate with tires in good condition at all times;
 - 15.4.6 be suitable for parking lot patrol;
 - 15.4.7 be equipped with a first aid kit;
 - 15.4.8 be equipped with a 5 lb. ABC type fire extinguisher;
 - 15.4.9 be equipped with a hand-held or vehicle spotlight;
 - 15.4.10 be equipped with traffic cones;
 - 15.4.11 be equipped with flares; and
 - 15.4.12 be equipped with yellow scene management (banner guard type) tape.
- 15.5 Contractor shall maintain, and provide upon request by County Project Manager a current vehicle list, including description (e.g., make, model, and color), license plate numbers, and vehicle identification numbers of all Contractor-owned vehicles used by Guards and Supervisors providing Services under the Contract.
- 15.6 County Project Manager may conduct periodic inspections of all Contractor-owned vehicles used to provide Services under the Contract.

16.0 HOURS AND DAYS OF OPERATION

- 16.1 Contractor shall provide as-needed Services on a 24-hour, seven-days-per-week basis. Work hours and days for all Guards and Supervisors will vary by County courthouse and/or Department-specified facility or Location. Department's Guard staffing needs are provided in Attachment A2 (County Security Staff Vacancy Levels and Contractor's Required Staffing) to this SOW. The number of Guards is subject to change depending on the needs of the Department.
- 16.2 Contractor shall be responsible for the deployment of all Guards and Supervisors. Contractor work shifts and staff deployment must be approved by the County Project Manager prior to Contractor beginning work under the Contract. Supervisors are scheduled at the discretion of Contractor.

17.0 COUNTY-RECOGNIZED HOLIDAYS

- 17.1 Generally, Contractor shall not be required to provide Services on County and/or Court-recognized holidays. In certain specific situations when Guards are required to provide 24-hour, seven-days-per-week coverage, Contractor shall provide Services on County and/or Court-recognized holidays.
- 17.2 If Services are required on County and/or Court-recognized holidays, then Contractor shall be paid for providing Services in accordance with Paragraph 2.13 (Contractor Responsibilities) of this SOW.
- 17.3 County and/or Court-recognized holiday dates will vary from year to year. County Project Manager will provide Contractor with a list of County and/or Court-recognized holidays for each calendar year, annually.

18.0 TRAINING

- 18.1 Contractor shall provide training to all Guards and Supervisors assigned to provide Services under the Contract at Contractor's sole expense.
- 18.2 Training must focus on and relate directly to the work requirements outlined throughout this SOW. Training shall comply with Paragraph 3.3 (Contractor Guards and Supervisors, Qualifications) of this SOW.
- 18.3 All Guard and Supervisor training must be completed prior to a Guard or Supervisor beginning work under the Contract.
- 18.4 All required training certifications shall be validated, documented, and maintained in the Guard's or Supervisor's employee file in accordance with Paragraph 4.0 (Required Certificates and Licenses) of this SOW.
- 18.5 Contractor shall submit to the County Project Manager a detailed training plan for its Guards and Supervisors, not less than ten Business Days from the effective date of the Contract. Such training plan shall include a description of the training, the number of classroom hours required, and training dates if scheduled.
- 18.6 Contractor shall submit a list of the training programs completed by all Contractor Guards and Supervisors identified to work under the Contract within 30 calendar days from the effective date of the Contract. Such list shall also include a schedule of ongoing training and future training requirements for Guards and Supervisors.

- 18.7 For each Guard and/or Supervisor that is replaced or terminated, Contractor shall provide a revised training list to County Project Manager within five Business Days of effecting such change.
- 18.8 Contractor shall ensure that all firearms training is in compliance with the Security Guard Training Regulation prescribed by the California Department of Consumer Affairs. Such training is required for all armed Guards and all Supervisors, whether assigned to an armed or unarmed position.
- 18.9 Court Services Training Unit will facilitate bi-annual orientation for all Contractor Guards and Supervisors. County Project Manager will determine the date, time, and location of said orientations. Contractor shall compensate Guards and Supervisors for attending the orientation at the hourly billing rates specified in Exhibit B (Pricing Schedule) of the Contract. Contractor shall backfill staffing for all Guards and Supervisors attending the orientation. This orientation may cover any changes in weapons screening procedures and reviews of existing Department policies and procedures.
- 18.10 Contractor shall ensure that all Contractor Guards and Supervisors assigned to provide Services under the Contract are provided with a copy of Attachment A3 (Statement on Workplace Equality) and Attachment A4 (Civil Procedures – Security Duties and Conduct) to this SOW.
- 18.10.1 Prior to a Guard or Supervisor beginning work under the Contract, Contractor shall obtain a signed copy of Attachment A6 (Acknowledgement of Receipt) to this SOW, signed by each Guard or Supervisor.
- 18.10.2 Contractor shall maintain a copy of such Acknowledgement of Receipt in Contractor Guard's or Supervisor's employee file. The original signed Acknowledgement of Receipt shall be sent to the County Project Manager along with the Contractor employee file.
- 18.11 Contractor shall be responsible for maintaining an employee file for each Contractor employee assigned to provide Services under the Contract. Each employee file shall contain the following information and documentation:
- a. Brief biographical sketch of the Guard or Supervisor;
 - b. Completed pre-background investigation records;
 - c. Copies of current Guard cards, licenses, and certifications;
 - d. Training received from Contractor and dates of completion; and

- e. Copy of Acknowledgement of Receipt, (see Paragraph 18.9.1, above) signed by Contractor's employee.

18.12 The County Project Manager shall, in his/her sole discretion, have the right at any time, to audit training classes and inspect any employee training record or employee file, to verify that Contractor is in compliance with Contract requirements.

19.0 BACKGROUND INVESTIGATIONS

19.1 Each of Contractor's Guards and Supervisors shall be required to undergo and pass a background check in accordance with Paragraph 7.5 (Background and Security Investigations) of the Contract.

19.2 As part of the background check, Contractor shall provide pre-background investigation results and documentation to the County Project Manager for approval prior to assignment of any Contractor Guard or Supervisor to provide Services under the Contract. The pre-background investigation shall include the following information:

- a. Verification of employee's residence;
- b. Verification of employee's phone number;
- c. Verification of employee's California Driver's License or California State Identification; and
- d. Verification of vehicle license plate number.

19.3 Contractor Guards and Supervisors may be provisionally approved pending results of the pre-background investigation if, at County Project Manager's discretion, all standards have been satisfied.

19.4 The pre-background investigation process is subject to change at any time, at the discretion of the County.

19.5 Notwithstanding the above, all Contractor's Guards and Supervisors shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and/or continuing to provide Services in accordance with Paragraph 7.5 (Background and Security Investigations) of the Contract.

20.0 REPLACEMENT OF CONTRACTOR GUARDS AND SUPERVISORS

- 20.1 The County Project Manager may, at his/her sole discretion and without stating the cause, direct Contractor to replace any Guard or Supervisor within two hours of such notice. Contractor shall remove such Guard or Supervisor from his/her Post or assignment upon arrival of a replacement Guard or Supervisor, unless directed to remove employee sooner.
- 20.2 Contractor shall not reassign replaced Guards or Supervisors to any other County facility or Location under the Contract without the advance written consent of the County Project Manager.

21.0 QUALITY CONTROL

- 21.1 Contractor shall establish and maintain a comprehensive Quality Control Plan to ensure the County receives a consistently high level of Service throughout the Term of the Contract that meets or exceeds all work requirements.
- 21.2 The Quality Control Plan shall be submitted to the County Project Manager for review at least ten Business Days prior to Contractor beginning work under the Contract. In the event that the requirements and/or policies and procedures change during the Term of the Contract, Contractor shall update the Quality Control Plan, and submit such updated Quality Control Plan to the County Project Manager.
- 21.3 The Quality Control Plan shall include, but is not limited to, the following:
- a. Method of monitoring to ensure that all of the Contract requirements are being met (the monitoring system must specify methods for identifying and preventing deficiencies in the quality of Services provided before the level of performance becomes unacceptable);
 - b. Specific activities to be monitored either on a scheduled or unscheduled basis;
 - c. Methods of monitoring to verify authenticity of reports, and ensure quality of Services;
 - d. Frequency of monitoring;
 - e. Samples of forms to be used in monitoring;
 - f. Job title and level of Guards performing monitoring functions; and

- g. Methods for ensuring that Services will continue in the event of a strike of Contractor's employees.
- 21.4 Contractor shall provide the Department with Contractor's written policy and procedures regarding the licensing, certification, training and work requirements for Guards and Supervisors assigned to provide Services under the Contract within ten Business Days of the effective date of the Contract.
- 21.5 Contractor shall have an ongoing system of quality control and self-improvement. Contractor shall keep quality control records of all inspections conducted by Contractor. These records shall include, but are not limited to;
- a. time a problem was first identified;
 - b. clear description of the problem;
 - c. corrective action taken; and
 - d. the time elapsed between identification and completed corrective action.

22.0 QUALITY ASSURANCE PLAN

County will evaluate Contractor's performance under the Contract on at least an annual basis using the quality assurance procedures as defined in Paragraph 8.15 (County's Quality Assurance Plan) of the Contract.

22.1 Performance Evaluation Meetings

- 22.1.1 County and Contractor shall meet at least quarterly, and more frequently if deemed necessary, to discuss status of the Contract, new or on-going problems, and other issues. In the event that the County Project Manager issues a Contract Discrepancy Report, then the meeting will be scheduled within five Business Days of issuance or at the discretion of the County Project Manager.
- 22.1.2 Contractor's failure to attend any such scheduled meeting may cause County to invoke County's right to terminate the Contract for systematic, deliberate misrepresentation, or unacceptable levels of performance as specified in Paragraph 8.43 (Termination for Default) of the Contract.

22.2 Review of Inspection Reports

- 22.2.1 Contractor shall, on a monthly basis, and not later than the 15th of each month for the prior calendar month Service period, submit to County Project Manager, Contractor's Supervisors' scheduled Guard performance inspection reports, attached hereto as Attachment A9 (Performance Inspection Report) to this SOW. The reports shall include date of inspection, problem(s) identified, and corrective action taken. County Project Manager will review all records to ensure that County's requirements set forth in the Contract are being met.
- 22.2.2 In addition, Contractor Guard cards and firearm registrations may be inspected randomly as requested by County Project Manager. During the inspection, the County Branch Supervisor will verify the Guard's required documentation and submit findings on Attachment A10 (Contract Guard Inspection Report) to this SOW. The report shall be submitted to County Project Manager upon completion of inspection.
- 22.2.3 Contractor shall submit a log that lists all Locations that the Supervisor visited during a shift and all inspection reports completed. This log shall be submitted to the County Project Manager on a monthly basis and not later than the 15th of each month for the prior calendar month Service period. Contractor and County shall mutually agree on the format of this log within three Business Days prior to beginning work on the Contract.

23.0 CONTRACT DISCREPANCY REPORT

- 23.1 Verbal notification of a Contract discrepancy will be made to the Contractor Project Manager as soon as possible whenever a Contract discrepancy is identified by the County. The problem shall be resolved within a time period mutually agreed upon by County and Contractor.
- 23.2 County Project Manager will determine whether a formal Contract Discrepancy Report will be issued (see Attachment A7 (Contract Discrepancy Report) to this SOW).
- 23.3 Upon Contractor's receipt of a Contract Discrepancy Report, Contractor is required to respond in writing to County Project Manager within five Business Days, acknowledging the reported discrepancies or presenting contrary evidence. Contractor must submit its Corrective Action Plan to correct the deficiency(s) identified in the Contract Discrepancy Report to the County Project Manager within ten Business Days.

24.0 PERFORMANCE REQUIREMENTS SUMMARY (PRS)

- 24.1 The list of Services used in Attachment A8 (Performance Requirements Summary Chart) to this SOW is intended to be completely consistent with the Contract and the SOW, and is not meant in any case to create, extend, revise, or expand any obligation of the Contractor beyond that which is defined in the Contract and this SOW. In any case of apparent inconsistency between the Services as stated in the Contract, this SOW, or the PRS, the meaning apparent in the Contract and the SOW will prevail. If any Service listed in the PRS is not clearly and forthrightly set forth in the Contract and this SOW, that apparent Service will be null and void, and shall place no requirement on Contractor.
- 24.2 When the Contractor's performance does not conform to the requirements of the Contract, the County will have the option to apply the following non-performance remedies:
- 24.2.1 Provide Contractor with Attachment A7 (Contract Discrepancy Report) to this SOW.
 - 24.2.2 Require Contractor to implement a formal corrective action plan, subject to approval by the County. In the plan, the Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
 - 24.2.3 Reduce payment to Contractor by a computed amount based on the fee(s) listed in Attachment A8 (Performance Requirements Summary Chart) to this SOW.
 - 24.2.4 Reduce, suspend, or cancel the Contract for systematic, deliberate misrepresentations, or unacceptable levels of performance.
 - 24.2.5 Require Contractor to comply with or satisfy the request(s) for improvement of performance, or perform the neglected work, as the case may be within ten Business Days. Contractor's failure to remedy the deficiency(s) shall constitute authorization for the County to have the Service(s) provided by others. The entire cost of such work provided by others as a consequence of the Contractor's failure to perform, as determined by the County, shall be credited to the County on the Contractor's future invoice.

This Paragraph 24.0 (Performance Requirements Summary (PRS)) does not preclude the County's right to terminate the Contract upon ten Business Days' written notice, with or without cause, as provided for in Paragraph 8.42 (Termination for Convenience) of the Contract.

25.0 REPORTING REQUIREMENTS

- 25.1 Contractor shall maintain monthly performance inspection reports for each Location, as prepared by Supervisors pursuant to Paragraph 22.2.1 above. Such monthly performance inspection reports shall state whether Contractor Guards are in compliance with the terms and conditions of the Contract, whether any violations were found, and corrective action taken. These monthly performance inspection reports shall be submitted to the County Project Manager on or before the 15th of each month for the prior calendar month Service period.
- 25.2 Contractor shall maintain a daily log sheet at each Post. Guards shall sign-in upon arrival at Post and sign-out at the end of each shift. Supervisors shall also sign-in and sign-out at each facility or Location when conducting inspections, per Paragraph 9.15 (Contractor Supervisor Duties) of this SOW. In addition, Guards shall note the time and briefly describe events that have taken place each day, such as theft, fire, unauthorized entry to secured areas, property damage, bodily injury, etc. These daily logs shall be attached to the monthly invoices for payment, which shall be submitted in accordance with Paragraph 5.5 (Invoices and Payments) of the Contract.
- 25.3 All Guards shall immediately report any incidents involving discharge of firearms, bodily injury, fire, theft, and other incidents that involve fire, law enforcement and health authorities to the County Branch Supervisor. All Guards shall immediately follow up on these verbal incident reports by preparing written reports describing the incidents in detail, and submitting them to the County Branch Supervisor and the County Project Manager before the end of the Guard's shift.
- 25.4 Contractor Supervisors shall maintain monthly performance inspection reports, daily log sheets, and incident reports. Contractor shall submit these reports to the County Project Manager on or before the 15th of each month for the prior calendar month service period.

26.0 TRANSITION PERIOD

- 26.1 In order to ensure continuous as-needed Services for County, Contractor shall work concurrently under the Contract with the previous guard service provider for a period of time which is estimated to not exceed 30 calendar days.
- 26.2 The County, Contractor, and previous guard service provider shall coordinate the transition to allow Contractor to phase in, and previous provider to phase out. During this transition period, Contractor shall make necessary adjustments, changes, and revisions to its procedures, schedules, and reports to allow for effective and efficient handling of the Contract.
- 26.3 Contractor shall, prior to Contract termination or expiration, fully cooperate with County in the transition by County to a new contractor, so that there shall be no interruption of County's day-to-day operations due to the unavailability of Services during such transition.

27.0 COUNTY RESPONSIBILITIES

- 27.1 County Project Director or County Project Manager will monitor Contractor's performance in the daily operation of the Contract.
- 27.2 County Project Director or County Project Manager will provide direction to Contractor in areas relating to policy, information, and procedural requirements.
- 27.3 The Department's Contract Compliance Monitoring Unit will annually monitor Contract compliance with administration of the Contract, including but not limited to, compliance with County ordinances, time records, and invoice processing as referenced in Paragraph 8.15 (County's Quality Assurance Plan) of the Contract.

28.0 COUNTY-FURNISHED EQUIPMENT

- 28.1 County may furnish and provide hand-held radios and radio holders, at no cost to Contractor, to be used by Contractor Guards and Supervisors only in connection with providing Services under the Contract.
- 28.2 County will provide regular maintenance, repair, or replacement for radio equipment and holders caused by reasonable wear and tear.

- 28.3 Contractor shall be responsible for the loss or damage, other than for normal wear and tear, of the radio equipment during the Term of the Contract (or during Contractor's use of such equipment).
- 28.4 Contractor shall not make any alterations to County-furnished radios and radio holders without the prior written authorization by the County Project Manager.
- 28.5 Contractor shall report to the County Project Manager any improperly working or defective County-furnished equipment within 24 hours of Contractor's notification by the Guard or Supervisor.

29.0 COUNTY OBSERVATIONS

In addition to Department's contracting staff, other County officers may observe performance, activities, and review incident logs and/or incident reports relevant to the Contract at any time during normal business hours. County shall have the right to review Contractor employee Guard and Supervisor records as they pertain to the Contract. However, County may not unreasonably interfere with the Contractor's performance of the Contract.

30.0 COUNTY INSPECTIONS

- 30.1 Contractor shall be prepared to make its Guards, Supervisors, facilities, vehicles, and techniques available for inspection at reasonable times without prior notice by representatives of the County and/or the State of California to review its operations.
- 30.2 Contractor agrees that County, or its authorized representatives, shall, with reasonable notice and during regular business hours, have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records of Contractor relating to the Contract. All such material, including all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets, and other time and employment records, shall be kept and maintained by Contractor, and shall be made available to County during the Term of the Contract and for a period of five years thereafter unless authorized by County in writing to dispose of any such material prior to such time.

31.0 COURT APPEARANCES

- 31.1 County will pay for Contractor Guards' and Supervisors' court appearances in the event that the Guards and Supervisors are called upon as a witness to appear in court for a job-related incident. Contractor shall invoice County separately for such cost at the hourly billing rate set forth in Exhibit B (Pricing Schedule) of the Contract, and must attach a copy of the subpoena, or the police report or the incident report if no subpoena was issued.
- 31.2 If such court appearance occurs during a summoned Guard's or Supervisor's normal work shift, Contractor shall provide a substitute Guard or Supervisor to fill in, who shall be compensated at the hourly billing rate in accordance with Exhibit B (Pricing Schedule) of the Contract.