

**AGREEMENT FOR UNARMED SECURITY GUARD SERVICES
AT MULTIPLE CITY FACILITIES**

GOOD GUARD SECURITY, INC.

Provide Unarmed Security Officer Services at Multiple City Facilities, RFP No. 2174

On this day of _____, 2023, the CITY OF RIVERSIDE, a California charter city and municipal corporation ("City"), and GOOD GUARD SECURITY, INC. a California corporation ("Contractor"), mutually agree as follows:

1. **Scope of Services.** Contractor shall furnish all labor, materials and equipment for and perform the work of Provide Unarmed Security Officer Services at Multiple City Facilities, RFP No. 2174 ("Services"). Contractor shall perform the Services in accordance with the provisions and requirements of the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference.

2. **Term.** This Agreement shall be in effect for two years, beginning March 1, 2023 through February 28, 2025, unless otherwise terminated pursuant to the provisions herein. The term may be extended for two (2) additional two-year periods not to exceed six (6) years in total, upon mutual written agreement of the parties.

3. **Compensation.** City shall pay Contractor for the performance of the Services during the initial term of this Agreement a Contract Price not to exceed **Two Million Eight Hundred Eleven Thousand Nine Hundred Seventy Three Dollars and Eighty Four Cents (\$2,811,973.84)** unless an increase is agreed to by the parties. City shall pay Contractor for Services performed to City's satisfaction on a monthly basis in accordance with the provisions of the Compensation Schedule attached hereto as Exhibit "B" and incorporated herein by this reference. If the term of the Agreement is extended, Contractor's compensation for the extended term shall be mutually agreed upon in writing by the parties.

4. **General Compliance with Laws.** Contractor shall keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Contractor, or in any way affect the performance of Services by Contractor pursuant to this Agreement. Contractor shall at all times observe and comply with all such laws, ordinances and regulations, and shall be solely responsible for any failure to comply with all applicable laws, ordinances and regulations.

5. **Business Tax Certificate.** As a condition of this Agreement, Contractor shall secure a business tax certificate to operate in the City of Riverside pursuant to Chapter 5.04 of the Riverside Municipal Code, and shall also secure any other licenses or permits which may be required.

6. **Business Tax and Penalties.** Contractor acknowledges and agrees that with respect to any business tax or penalties thereon, utility charges, invoiced fee or other debt which is

owed, or which becomes owed, by Contractor to City, City reserves the right to withhold and offset said amounts from any payments, refunds or reimbursements owed by City to Contractor under the Agreement. Notice of such withholding and offset shall promptly be given to Contractor by City in writing. In the event of a dispute as to the amount owed or whether such amount is owed to City, City will hold such disputed amount until either the appropriate appeal process has been completed or until the dispute has been resolved.

7. **Personnel.** Contractor shall furnish all personnel necessary to perform the Services and shall be responsible for their performance and compensation. The key personnel are listed in Exhibit "C," attached hereto and incorporated herein by reference. Contractor shall furnish qualified personnel to perform the Services.

8. **Assignment and Subcontracting.** Neither party shall assign any right, interest, or obligation in or under this Agreement to any other entity without prior written consent of the other party. In any event, no assignment shall be made unless the assignee expressly assumes the obligations of assignor under this Agreement, in a writing satisfactory to the parties. Contractor acknowledges that any assignment may, at the City's sole discretion, require City Manager and/or City Council approval. Contractor shall not subcontract any portion of the work required by this Agreement without prior written approval by the responsible City Contract Administrator. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including without limitation, the insurance obligations set forth in Section 11. The Contractor acknowledges and agrees that the City is an intended beneficiary of any work performed by any subcontractor for purposes of establishing a duty of care between any subcontractor and the City.

9. **Independent Contractor.** In the performance of this Agreement, Contractor, and Contractor's employees, subcontractors and agents, shall act in an independent capacity City as independent contractors, and not as officers or employees of the City of Riverside. Contractor acknowledges and agrees that the City has no obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance to Contractor, or to Contractor's employees, subcontractors and agents. Contractor, as an independent contractor, shall be responsible for any and all taxes that apply to Contractor as an employer.

10. **Indemnification.** Contractor shall indemnify and hold harmless the City, and the City's employees, officers, managers, agents and council members from any liability, claim, damage or action whatsoever, arising out of the sole negligence or willful misconduct of Contractor, its officers, employees, subcontractors, agents or including but not limited to property damage, bodily injury, or death. Contractor shall defend, at its sole cost and expense, including but not limited to attorney fees, cost of investigation, defense and settlement or awards, the City and the City's employees, officers, managers, agents and council members in any such action or claim. With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of City; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor's indemnification of City. Contractor's obligations hereunder shall be satisfied when Contractor has provided to City the appropriate form of dismissal (or

similar document) relieving the City from any liability for the action or claim involved. The specified insurance limits required in this Agreement shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless the City.

11. Insurance.

11.1 General Provisions. Prior to the City's execution of this Agreement, Contractor shall provide satisfactory evidence of, and shall thereafter maintain during the term of this Agreement, such insurance policies and coverages in the types, limits, forms and ratings required herein. The rating and required insurance policies and coverages may be modified in writing by the City's Risk Manager or City Attorney, or a designee, unless such modification is prohibited by law.

11.1.1 Limitations. These minimum amounts of coverage shall not constitute any limitation or cap on Contractor's indemnification obligations under Section 10 hereof.

11.1.2 Ratings. Any insurance policy or coverage provided by Contractor or subcontractors as required by this Agreement shall be deemed inadequate and a material breach of this Agreement, unless such policy or coverage is issued by insurance Contractors authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or higher.

11.1.3 Cancellation. The policies shall not be canceled unless thirty (30) days' prior written notification of intended cancellation has been given to City by certified or registered mail, postage prepaid.

11.1.4 Adequacy. The City, its officers, employees and agents make no representation that the types or limits of insurance specified to be carried by Contractor pursuant to this Agreement are adequate to protect Contractor. If Contractor believes that any required insurance coverage is inadequate, Contractor will obtain such additional insurance coverage as Contractor deems adequate, at Contractor's sole expense.

11.2 Workers' Compensation Insurance. By executing this Agreement, Contractor certifies that Contractor is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance before commencing any of the work. Contractor shall carry the insurance or provide for self-insurance required by California law to protect said Contractor from claims under the Workers' Compensation Act. Prior to City's execution of this Agreement, Contractor shall file with City either 1) a certificate of insurance showing that such insurance is in effect, or that Contractor is self-insured for such coverage, or 2) a certified statement that Contractor has no employees, and acknowledging that if Contractor does employ any person, the necessary certificate of insurance will immediately be filed with City. Any certificate filed with City shall provide that City will be given ten (10) days' prior written notice before modification or cancellation thereof.

11.3 Commercial General Liability and Automobile Insurance. Prior to City's execution of this Agreement, Contractor shall obtain, and shall thereafter maintain during the term of this Agreement, commercial general liability insurance and automobile liability insurance as required to insure Contractor against damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from or which may concern operations by anyone directly or indirectly employed by, connected with, or acting for or on behalf of Contractor. The City, and its officers, employees and agents, shall be named as additional insureds under the Contractor's insurance policies.

113.1 Contractor's commercial general liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products-completed operations liability, independent contractor's liability, personal injury liability, and contractual liability) in an amount not less than \$1,000,000 per occurrence and a general aggregate limit in the amount of not less than \$2,000,000.

113.2 Contractor's automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$1,000,000 per occurrence and an aggregate limit of not less than \$1,000,000. All of Contractor's automobile and/or commercial general liability insurance policies shall cover all vehicles used in connection with Contractor's performance of this Agreement, which vehicles shall include, but are not limited to, Contractor owned vehicles, Contractor leased vehicles, Contractor's employee vehicles, non-Contractor owned vehicles and hired vehicles.

113.3 Prior to City's execution of this Agreement, copies of insurance policies or original certificates along with additional insured endorsements acceptable to the City evidencing the coverage required by this Agreement, for both commercial general and automobile liability insurance, shall be filed with City and shall include the City and its officers, employees and agents, as additional insureds. Said policies shall be in the usual form of commercial general and automobile liability insurance policies, but shall include the following provisions:

It is agreed that the City of Riverside, and its officers, employees and agents, are added as additional insureds under this policy, solely for work done by and on behalf of the named insured for the City of Riverside.

113.4 The insurance policy or policies shall also comply with the following provisions:

a. If the policy is written on a claims made basis, the certificate should so specify and the policy must continue in force for one year after completion of the services. The retroactive date of coverage must also be listed.

b. The policy shall specify that the insurance provided by Contractor will be considered primary and not contributory to any other insurance available to the City and Endorsement No. CG 20010413 shall be provided to the City.

12. **Termination.** City shall have the right to terminate any or all of Contractor's Services and work covered by this Agreement at any time upon thirty (30) calendar days' written

notice to Contractor. In the event of such termination, Contractor shall submit Contractor's final written statement of the amount of services provided as of the date of such termination for payment by the City.

Notwithstanding the foregoing, the City may terminate Contractor's performance of this Agreement upon five (5) calendar days' written notice if:

- (1) Contractor fails to promptly begin performance of the Services;
- (2) Contractor fails to perform the Services;
- (3) Contractor discontinues performance of the Services;
- (4) Contractor fails to make payment to employees in accordance with applicable law;
- (5) Contractor disregards laws, ordinances, or rules, regulations, or orders of a public authority having jurisdiction;
- (6) Contractor otherwise is guilty of breach of a provision of this Agreement;
- (7) Contractor becomes insolvent, is adjudicated bankrupt, or makes a general assignment for the benefit of creditors and fails to provide City with adequate assurances of Contractor's ability to satisfy its contractual obligations.
- (8) A receiver, trustee, or other judicial officer shall not have any right, title, or interest in or to this Agreement. Upon that person's appointment, City has, at its option and sole discretion, the right to immediately cancel the Agreement and declare it null and void.

13. **Non-Discrimination.** During Contractor's performance of this Agreement, Contractor shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, gender, gender identity, genetic information, gender expression, sex or sexual orientation, in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, Contractor agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

14. **City's Right to Employ Other Consultants/Contractors.** City reserves the right to employ other Contractors in connection with the Services. If the City is required to employ another contractor to complete Contractor's work, due to the failure of the Contractor to perform, or due to the breach of any of the provisions of this Agreement, the City reserves the right to seek reimbursement from Contractor.

15. **Conflict of Interest.** Contractor, for itself and on behalf of the individuals listed in Exhibit "C", represents and warrants that by the execution of this Agreement, they have no interest, present or contemplated, affected by the above-described Services. Contractor further warrants that neither Contractor, nor the individuals listed in Exhibit "C" have any real property, business interests or income interests that will be affected by this project or, alternatively, that Contractor will file with the City an affidavit disclosing any such interest.

16. **Solicitation.** Contractor warrants that Contractor has not employed or retained any person or agency to solicit or secure this Agreement, nor has it entered into any agreement or understanding for a commission, percentage, brokerage, or contingent fee to be paid to secure this Agreement. For breach of this warranty, City shall have the right to terminate this Agreement without liability and pay Contractor only for the value of work Contractor has actually performed, or, in its sole discretion, to deduct from the Agreement price or otherwise recover from Contractor the full amount of such commission, percentage, brokerage or commission fee. The remedies specified in this section shall be in addition to and not in lieu of those remedies otherwise specified in this Agreement.

17. **Prevailing Wage.** If applicable, pursuant to Section 1771 of the California Labor Code, Contractors are required to pay the general prevailing rates of per diem wages, overtime and holiday wages as determined by the Director of the Department of Industrial Relations and implemented by Resolution No. 13346 of the City Council of the City of Riverside. The Director's determination of prevailing wage rates is available on-line at www.dir.ca.gov/dlsr/DPreWageDetermination.htm, and is referred to and made a part hereof as though fully set forth herein. California Labor Code Sections 1725.5 and 1771.1 requiring all general contractors and subcontractors to be registered with DIR. Registration can be accomplished through the DIR website by using this link: <http://www.dir.ca.gov/Public-Works/PublicWorks.html>.

18. **Notices.** Service of any notices, bills, invoices or other documents required or permitted under this Agreement shall be sufficient if sent by one party to the other by United States mail, postage prepaid and addressed as follows:

To City

General Services
City of Riverside
Attn: General Services Director
3900 Main Street
Riverside, CA 92522

To Contractor

Good Guard Security, Inc.
Attn: Shawn Helmandi
8175 Limonite Ave.
Riverside CA 92509

19. **Venue.** Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in the Superior Court of California, County of Riverside and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

20. **Waiver.** No action or failure to act by the City shall constitute a waiver of any right or duty afforded City under this Agreement, nor shall any action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically provided in this Agreement or as may be agreed in writing.

21. **Severability.** Each provision, term, condition, covenant and/or restriction, in whole and in part, in this Agreement shall be considered severable. In the event any provision, term, condition, covenant and/or restriction, in whole and/or in part, in this Agreement is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Agreement and shall not affect any other provision, term, condition, covenant and/or restriction of this Agreement and the remainder of the Agreement shall continue in full force and effect.

22. **Amendments.** This Agreement may be modified or amended only by a written agreement and/or change order executed by the Contractor and City.

23. **Authority.** The individuals executing this Agreement and the instruments referenced herein on behalf of Contractor each represent and warrant that they have the legal power, right and actual authority to bind Contractor to the terms and conditions hereof and thereof.

24. **Entire Agreement.** This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings or agreements of the parties. Neither party has been induced to enter into this Agreement by, and neither party is relying on, any representation or warranty outside those expressly set forth in this Agreement.


[SIGNATURES ON FOLLOWING PAGE.]

IN WITNESS WHEREOF, City and Consultant have caused this Agreement to be duly executed the day and year first above written.

CITY OF RIVERSIDE, a California
charter city and municipal corporation

GOOD GUARD SECURITY, INC. a California
corporation

By: _____
City Manager

By: 

Shawn Helmandi
[Printed Name]
Region President
[Title]

Attest: _____
City Clerk

Certified as to Availability of Funds:

By: _____

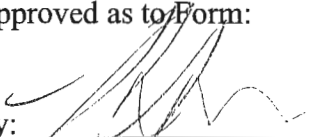
By: 

for Chief Financial Officer

[Printed Name]

[Title]

Approved as to Form:

By: 

Ruthann M. Salera
Deputy City Attorney

EXHIBIT “A”

SCOPE OF SERVICES

EXHIBIT A
Scope of Services

EXHIBIT A – SCOPE OF WORK

Company's shall submit a detailed description of unarmed security officer services for the City of Riverside. The selected Company shall furnish all labor, equipment, insurance, supervision, training, and incidentals necessary to provide said service for the locations listed below.

Site No	Facility Name	Facility Address
1	CY - City Corporation Yard	8095 Lincoln Ave, 92504
2	LIB - Arlanza	8267 Philbin Avenue, 92503
3	LIB - Arlington Library	9556 Magnolia Avenue, 92503
4	LIB - Central/Main Library	3900 Mission Inn Avenue, 92501
5	LIB - Eastside Library	4033-C Chicago Avenue, 92507
6	LIB - La Sierra Library	4600 La Sierra Avenue, 92505
7	LIB – Marcy Library	6927 Magnolia Avenue, 92506
8	LIB –Casa Blanca (SSGT Salvador J. Lara)	2985 Madison Street, 92504
9	LIB - Orange Terrace	20010-B Orange Terrace Parkway 92508
10	PAR - Dale Senior Center	3936 Chestnut Street, 92501
11	RPU - Utilities Operations Center	2911 Adams Street, 92504
12	RPU - Casa Blanca Resource Center	3025 Madison Street, 92504
13	RPU - Orange Square	3901 Orange Street, 92507
14	CH - City Hall & Council Chambers	3900 Main Street, 92522

A. Hours of Operation

The Company shall provide all services required under this RFP. The CY – City Corporation Yard, UOC – Utilities Operation Center, and Main Library will be at twenty-four hours a day, seven days a week (24/7). All other sites will have different operational hours that will fall between six (6) AM to seven (7) PM, Monday through Sunday.

Currently the total number of hours a year for all fourteen (14) facilities is 62,504.

The City shall have the authority to increase or decrease service, wholly or in part, as deemed necessary.

B. Work to be Done by Company

Company shall provide uniformed unarmed security officer services. Company shall provide the City at a minimum but are not be limited to:

1. The Lobby Guard visitor check-in process (Site specific to City Hall.)

- a. The check-in process is required in order to account for those visitors who wish to do business in

City Hall above the 1st floor.

b. Written guidelines for those visitors with proper ID; without proper ID; and those who refuse to utilize the check-in system are posted on the concierge desk where the security officer(s) are stationed. After checking-in a visitor the security officer will determine which elevator the visitor will utilize, and they will usher them to the elevator and activate the elevator with their access/ID badge issued to them by the City. Public meetings held within the main structure of City Hall are excluded from the requirement to check-in before the visitor is allowed to attend the meeting. Some meetings may occur after normal business hours and the exclusion still applies.

2. Janitor's Keys (Site Specific to City Hall). Sets of janitor's keys are maintained in the concierge desk. They will be issued to the janitors upon their arrival. An entry will be made in the activity log recording when and to whom the keys are issued. The janitor's keys will be returned upon their departure each day. The activity log will indicate their return. Arrival time of evening janitorial staff may fall after the security officers shift ends;

3. Gates (Site Specific to Corporation Yard). The Corporation Yard Vehicle Exit Gate located adjacent to the security booth will be closed and latched between 5:00 pm and 4:45 AM;

4. Restrooms (Site Specific to Corporation Yard). The Men's and Ladies restrooms located in the breezeway of the Corporation Yard Main building will be locked during the 6:00 PM rounds and unlocked during the 6:00 AM rounds. The restrooms attached to the security officer shack shall remain open and shall be monitored intermittently by the security officer;

5. Company will provide the appropriate vehicle to fulfill effective patrol services at each site (Site Specific to the City Corporation Yard and the Utility Operations Center.

6. Library Facilities. The Riverside Public Library (RPL) consists of eight library locations composed of seven branch libraries in addition to the Main Library. Each location serves a different and diverse demographic customer base with unique opportunities and security challenges. RPL, like most public libraries face challenges with both with interior and exterior spaces. In every library, security guards are expected to patrol both inside and outside the library and be highly visible. Most libraries, can also be a place to find shelter for the homeless. Our libraries can be a place to get out of the weather, use the restroom and pass the time by reading a book or magazine. As long as they're not bothering anyone, or breaking our "Code of Conduct" rules, we will allow them to stay. This is where the security officer is needed. Security guards are expected to have minimum amount of training in how to engage all members of the public and communicate effectively;

Listed is a map of every RPL library location within the City of Riverside:

*Following are current hours of operation for all RPL locations. Hours may be subject to change.

Sunday **CLOSED**

Monday **CLOSED**

Tuesday **10:00 AM – 6:00 PM**

Wednesday **10:00 AM – 6:00 PM**

Thursday **10:00 AM – 6:00 PM**

Friday **10:00 AM – 6:00 PM**

Saturday 10:00 AM – 6:00 PM

7. Site specific to Main Library. Exterior guard service requires (3) eight hour shift guards for 24 / 7 service including weekends and holidays. This library location is in the City Downtown District and requires one guard at all times to patrol the entire exterior footprint of the property. This location is subject to homeless activity at all hours of the day. Interior guard service requires (1) eight hour shift Tuesday thru Saturday service. The interior guard is required to allocate approximately 90% of the shift patrolling the interior 3rd and fourth floors of the Main Library. Patrols also consist of checking restrooms, and all public spaces and be highly visible at all times;

8. Providing facility patrols;

9. Notifying the Riverside Police Department (RPD) of:

- a. Any illegal activity or any behavior that poses a clear and present threat to the safety and wellbeing of any public or City staff person.
- b. Any suspicious activity within or around the City property or parking lot;

10. In an emergency situation when using a City telephone dial 9-911 ('9' for an outside line). In a non-emergency situation telephone 9-787-7911;

11. In the case of fire, telephone 9-911, then proceed with evacuating both City staff and public visitors by ushering them out of the building.

- a. Once the building has been cleared the security officer will ensure that no one re-enters the building until instructed by the General Services designated representative or a Fire Department Fire representative who has designated the building as clear and safe to reoccupy.
- b. At no time is a security officer authorized to silence any Fire Alarm Panel during or after a fire event. Only designated General Services staff or Fire Department personnel are authorized to clear or silence an event;

12. Contacting emergency services (police, fire, paramedics) when needed for a medical emergency;

13. Notifying the City of any graffiti observed;

14. Escorting City Staff to an adjacent parking facility or parking lot if requested by the site manager;

15. Must be available to provide additional services at special events and activities not considered a part of the original agreement;

16. Maintaining and providing records for all illegal activity in City facilities;

17. Security officers may also be required to lock up and inspect facilities for damage due to vandalism. Security officers shall maintain order and use good judgment and discretion in handling unruly or trespassing public;

18. Inspections of public restrooms as required;

19. Each Security officer reporting for duty will be required to maintain an activity log.

- a. Date and time new post starts.
- b. Date and time when post is at lunch.
- c. Date and time when post returns from lunch.
- d. Date and time when post is relieved.
- e. Daily Activity Logs shall be available within forty-eight (48) hours upon request.
- f. Incidents that can be considered significant shall be noted and highlighted on the daily report in order to bring it to the attention of the General Services Director or his/her designee. Significant incidents shall be delivered to the General Services Director or his/her designee within thirty (30) minutes or if after hours, at the start of the following business day;

20. On an hourly basis, enter on the daily activity log all unusual activity at all facilities. Any personnel entering any City facility before or after standard business hours that the security officer does not personally know to be an authorized City Employee will be asked for appropriate identification;

21. All non-City personnel shall "sign-in" at the information counter/security desk before entering a facility, the elevators, or attending a designated after-hours meeting. The sign in form will be supplied by the city. "Public" meetings held within the main structure of City Hall are excluded from the requirement that the visitor "sign-in" before attending the meeting. Some meetings may occur after normal business hours and the exclusion still applies;

22. Rounds will be made on foot or by a vehicle supplied by the Company based on the site. The security officer shall observe any abnormal activity and check the building perimeter. Check all doors to ensure they are locked; if not, lock and log information. Rounds will be noted on the Daily Activity Log. Rounds shall be accomplished by designated post orders and as necessary by the post assignment;

23. Unauthorized (non-City) persons and/or vehicles are not allowed in any City parking structure after working hours except by authority of the General Services Director or designee or persons appearing on the list to be furnished by the General Services Director or designee. City staff who have been issued an access/ID badge and have authorized access are permitted to enter both the building and the parking structure after normal working hours. All authorized entries after working hours will be logged on the City of Riverside Corporation Yard After Hours Register (Form 0311.050);

24. No one is authorized to consume alcoholic beverages on City property. Report immediately the observance of such activity to RPD. Security officers will monitor the employee parking lot at the end of the City employee's workday for such activity. (Planned events on the Grier Pavilion and or the Mayors Ceremonial Room at City Hall are the only exception to this rule. The event organizer or the contracted caterer of the event shall be properly licensed and insured to provide alcoholic beverage service during an event.);

25. City Facility security lighting, building exterior lights, walkway lights, and parking lot lights are on an automatic timer and it is not necessary to turn them on and off. However, the security officer should contact the General Services facility maintenance helpdesk 951-351-6160 so that we can determine if light is not functioning;

26. The security officer(s) are considered the "eye and ears" of the City. The City expects the security officer to report any deficiencies to the General Services representative in order to correct them as quickly as possible. Examples of such deficiencies are, but not limited to: Water on the floor, broken glass, non-

working doors, exterior glass handprints or smears;

27. The security officer will be stationed as required by the post orders for the site they are stationed;

28. Based on the post the security officer will stop and verify reason for visit for all non-City vehicles and persons entering all City facilities (except customer facing buildings). All non-City vehicles and non-City employees entering the during normal business hours will be issued a parking pass so that said vehicle can be readily identified in case of an emergency. City vehicles and City employees who readily identify themselves by displaying their City issued identification card shall be allowed to enter without any additional verification;

29. All persons removing property from a City facility must have an authorized property pass. The authorized property pass must be signed by the site manager;

30. No person will be allowed to transfer items from a City owned vehicle to a privately-owned vehicle;

31. Based on the site assignment the security officer shall check perimeter fencing for any breaks or signs of intrusion. Report any signs of breaks or intrusion to the site manager and note said information in their daily log;

32. Restrooms will be provided for use by the security officer(s). Their location will be specific to the site assignment;

33. Unattended Children. Children accompanying parents are not to be left unattended. Tactfully remind accompanying adults of this policy. At no time are children to play on lobby chairs, stairs, railings, or queuing line equipment.

34. Company will provide the security officers with a cell phone in order to receive and relay pertinent information. A list of the phone numbers with corresponding security officer's names and site assignment will be given to the City's General Services Contract Administrator. (See line item G. Communications Regarding the Work below.) The phone list must be kept up to date and a new list will be issued each time a change/update is made.

35. Company will supply applicable software to each security officer as well as specified Site Managers and the General Services Contract Administrator for tracking the security officer on site and to verify start and finish times at their designated post. The software should be capable of downloading time stamped photographic evidence of damages or discrepancies to City property or vehicles. Incident reports should also be downloadable in order to communicate quickly and effectively with the Site Managers and the General Services Contract Administrator;

36. The city shall provide parking at, or near, the identified facilities at no cost to the security officer.

37. Company shall be required to assign an Account Manager capable of communicating in English, both orally and in writing. This individual will be the contact person for the City. They shall be available twenty-four (24) hours a day, seven (7) days a week to respond to all emergencies within two (2) hours of notification or attempted notification.* If Company cannot be notified or does not respond in a timely manner, the City will respond, and all costs incurred will be charged to the Company. account and must be available to respond to inquiries as required. (*A call/dispatch center is acceptable for after/before

normal daily business hours, considered to be 8:00 am to 5:00 pm Monday through Friday. Response time shall remain within two (2) hours.)

38. Any changes to the scope of service (addition/deletion/increase) requested by General Services or by a service location contact must include a "Cost Analysis" Exhibit "D" before the commencement of work. This work will not commence until approved in writing/email from the Building Services Project Manager who is the General Services Contract Administrator for this agreement. If the request to add services, including additional facilities, exceeds the value of the change order authority approved by City Council action then no work will proceed until said approval is obtained.

D. SECURITY OFFICERS

1. All security officers employed under this work shall have a minimum of two (2) years of security officer experience with the Company and at a minimum have an active guard card;
2. A copy of all training records shall be kept on file for review by the City;
3. Security officers must be in good physical health and be able to perform physical work;
4. Security officers will be required to walk facilities and perform visual inspections of various buildings, restrooms and other structures. Security officers may be required to chase assailants, and/or detain visitors while waiting for City services;
5. All security officers must pass a Live Scan (DOJ) prior to assignment to a City facility. The Company shall supply evidence of live scan results;
6. All security officers are required to be able to read, write and speak in English. Bi-lingual (English/Spanish) skills are preferred;
7. All security officers should be generally aware of General Services Department Rules and Regulations;
8. Security officers shall wear a uniform consisting of pants, button down shirts, jacket (When weather requires a jacket.), name tag, photo identification, and a Company name patch. Uniforms shall be kept clean and pressed at all times. Shirts shall be tucked in and a belt shall be worn. Belts shall be uniform in color. Shoes shall be appropriate for the work (tennis shoes are not considered appropriate). Hats must be issued by the Company and clearly identify the Company;
9. Security officers are to maintain a "professional" appearance at all times. Hoodies, and similar types of sweat jackets which are not Company issued will not be worn. If a hoodie is company issued the hood will not be worn inside of any City facility. Long hair shall be tied back in a ponytail or a bun. Large jewelry, earrings or rings are not acceptable attire. All tattoos will be concealed while on duty;
10. If it is determined by a senior City staff member that a security officer has reported for his/her shift or workstation inappropriately dressed, said security officer will be requested to contact their supervisor or the assigned account manager. The Company will then be given one (1) hour to rectify the situation and shall have an appropriately dressed security officer on duty to complete that shift;

11. All public and private property or improvements shall be safely guarded from damage or loss in connection with this Contract by the Company at all times. Should any facility, structure, or property be damaged during operations of the Company, it shall immediately notify the proper owners or authorities. The Company shall pay all damages and losses incurred;

EXHIBIT “B”
COMPENSATION

Facility No	Account Description	Sun	Mon	Tue	Wed	Thr	Fri	Sat	Week Total	Year Total	Est. Shifts	Start	End	Year-1	Year-2
1	CY - City Corporation Yard	24	24	24	24	24	24	24	168	8,736	3	0:00	24:00	\$ 21.57	\$ 22.56
	Sub Total 1	24	24	24	24	24	24	24	168	8,736	3			\$ 188,435.52	\$ 197,084.16
2	LIB - Arlanza	0	8	8	8	8	8	8	48	2,496	1	11:15	19:25	\$ 22.19	\$ 23.18
3	LIB - Arlington Library	0	8	8	8	8	8	8	48	2,496	1	11:15	19:15	\$ 22.19	\$ 23.18
4	LIB - Central/Main Library Exterior	24	24	24	24	24	24	24	168	8,736	3	0:00	24:00	\$ 22.19	\$ 23.18
4a	LIB - Central/Main Library Interior	0	8	8	8	8	8	8	48	2,496	1	9:15	18:15	\$ 22.19	\$ 23.18
5	LIB - Eastside Library	0	8	8	8	8	8	8	48	2,496	1	11:15	19:15	\$ 22.19	\$ 23.18
6	LIB - La Sierra Library	0	8	8	8	8	8	8	48	2,496	1	11:15	19:15	\$ 22.19	\$ 23.18
7	LIB - Casa Blanca Lara	0	8	8	8	8	8	8	48	2,496	1	11:15	19:15	\$ 22.19	\$ 23.18
8	LIB - Orange Terrace	0	8	8	8	8	8	8	48	2,496	1	11:15	19:15	\$ 22.19	\$ 23.18
9	LIB - Marcy	0	8	8	8	8	8	8	48	2,496	1	11:15	19:15	\$ 22.19	\$ 23.18
	Sub Total 2	24	88	88	88	88	88	88	552	28,704	5			\$ 636,941.76	\$ 665,358.72
10	PAR - Dale Senior Center*	0	12	12	12	12	12	0	60	3,120	2	8:30	13:30	\$ 22.69	\$ 23.68
	Sub Total 3	0	12	12	12	12	12	0	60	3,120	2			\$ 70,792.80	\$ 73,881.60
11	RPU - Utilities Operations Center	24	24	24	24	24	24	24	168	8,736	3	0:00	24:00	\$ 21.57	\$ 22.56
12	RPU - Casa Blanca Resource Center	0	11.5	11.5	11.5	11.5	11.5	0	57.5	2,990	2	6:30	19:00	\$ 21.57	\$ 22.56
13	RPU - Orange Square	0	12.5	12.5	12.5	12.5	12.5	6	68.5	3,562	2	6:30	20:00	\$ 21.57	\$ 22.56
	Sub Total 4	24	48	48	48	48	48	30	294	15,288	7			\$ 329,762.16	\$ 344,897.28
14	CH - City Hall		24	24	24	24	24	0	120	6,240	3	6:00	20:00	\$ 21.57	\$ 22.56
15	CH - City Council Meetings**	0	0	4	0	0	0	0	4	208				\$ 34.65	\$ 36.14
16	CH - Special Events**	0	0	4	0	0	0	0	4	208				\$ 34.65	\$ 36.14
	Sub Total 5	0	24	32	24	24	24	0	128	6,656				\$ 149,011.20	\$ 155,808.64
Grand Total		72	196	204	196	196	196	142	1,202	62,504				\$1,374,943.44	\$1,437,030.40

* 2 Guards (Pepper Spray Certified)

** Estimated Hours

Total Contract Amount (2-ysr)

\$2,811,973.84

Addition/Subtracting Items	Hourly Rate Year One	Hourly Rate Year Two
Regular Billed Rate Per Hour	\$ 22.19	\$ 23.18
Overtime Billed Rate Per Hour	\$ 33.28	\$ 34.77

Monthly invoicing will be billed in arrears on a single invoice in the same order as the cost analysis above.

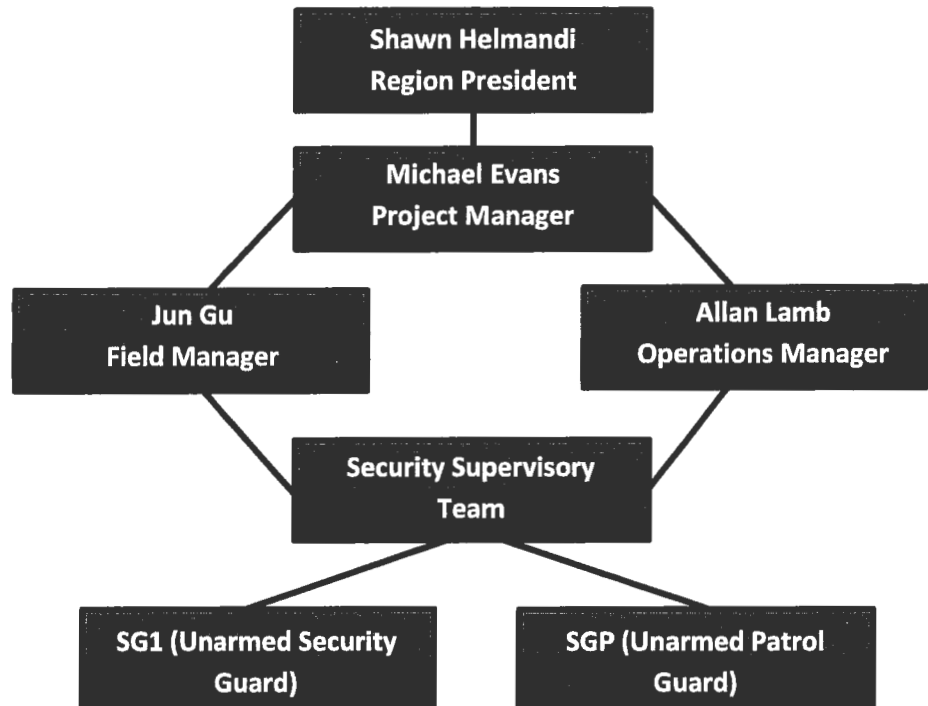
The hourly, and lump sum amounts to be paid for the facilities listed shall include full compensation for furnishing all labor, vehicles, cell phones, equipment, parking and incidentals necessary to complete the work under the Contract. This shall include the Contractor's costs involved with insurance, worker's compensation, overhead, financing, mobilization, and all other items incidental to the work

EXHIBIT “C”

KEY PERSONNEL

d. Company Personnel

City of Riverside's Management Team & Organizational Structure



For every client we serve, a Management Team is designated for them to handle the entirety of their account. Each of our offices are equipped with Management Teams that are trained to set up, monitor, and manage each site we serve. As professionals in the Security Industry, we understand that issues may arise at any hour on any given day. For this reason, we ensure that our management executives, in-the-field supervisors, and dispatch & scheduling are available twenty-four (24) hours a day, seven (7) days a week.

A brief description of the roles & responsibilities, experience, and qualifications & certifications for the members of our Management Team that will be assigned to service the **City of Riverside** may be reviewed on the following pages.

d. Company Personnel – Continued

Region President—Shawn Helmandi, 14 years' experience

Our Region President oversees all active accounts in Southern California. Responsibilities include ensuring that our headquarters and local branch offices are delivering exceptional service, by focusing on our upper management team and providing support to our Project Managers and Operations Team. Mr. Helmandi is responsible for ensuring that client satisfaction is maintained by coordinating regional resources to support operations, overseeing operational effectiveness, and implementing innovative strategies.

Project Director—Michael Evans, 7 years' experience

Michael Evans is the dedicated Project Director (Account Manager) that will be assigned to oversee the **City of Riverside** and will be available as the primary point of contact twenty-four (24) hours per day, seven (7) days per week. Responsibilities include ensuring quality control and operational stability for day-to-day operations. The Project Director is responsible for responding to any contractual issues or inquiries and *must* respond within a two (2) hour timeframe. Mr. Evans will work closely with our Operations Manager to develop solutions to any arising site issues.

Operations Manager—Allen Lamb, 12 years' experience

Our Operations Manager is responsible for conducting site walks and optimizing proper safety plans and post-orders for each site. Mr. Lamb is responsible for overseeing and collaborating with field supervisors and post commanders to aid in diagnosing any site issues and developing and implementing effective corrective plans of action in close liaison with our Project Director. Other responsibilities include ensuring all security personnel are up to date with required training, conducting random site inspections, and ensuring all officers maintain proper uniforms and appearances.

Field Manager—Jun Gu, 15 years' experience

Our dedicated Field Manager Jun Gu oversees the operations of both our field supervisors and security officers in the respected area. Our Field Manager is responsible for conducting site walks with our Operations Manager to evaluate the best overall security plan for each designated site. They are responsible for ensuring all security personnel are equipped with the proper equipment and uniforms, and ensure all supervisors and officers are *always* properly trained and knowledgeable on their assigned post orders. Our Field Manager is also accountable for conducting random site visits for quality assurance purposes.

CERTIFICATE

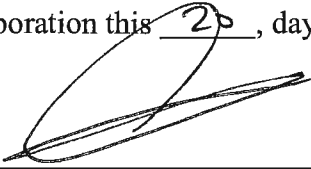
STATE OF)
) SS:
COUNTY OF)

I, HEREBY, CERTIFY that during a meeting of the Board of Directors of the
Good Guard Security, Inc., a corporation existing under the
laws of the State of California, held on January 20, 2023, the following
resolution was duly passed and adopted:

“RESOLVED, that Shawn Helmandi, as Region President of the
Corporation, be and is hereby authorized to execute the Agreement for
RFP No. 2174 - City of Riverside between the City of
Riverside and this corporation and that his execution thereof and with the Corporate
Seal affixed, shall be the official act and deed of this Corporation.”

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the
corporation this 20, day of January, 2023.



Secretary

(SEAL)