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| **STANDARD AGREEMENT** rev 5-04-15 | | |
|  |  | AGREEMENT NUMBER |
|  |  | **\_\_\_\_\_\_\_\_\_\_\_\_\_** |

1. In this agreement (“Agreement”), the term “Contractor” refers to **\_\_\_\_\_\_\_\_\_\_\_\_\_\_**, and the term “Court” refers to the **Superior Court of California, County of Sutter**.

2. This Agreement is effective as of **\_\_\_\_\_\_\_\_\_\_\_\_** (“Effective Date”) and expires on **\_\_\_\_\_\_\_\_\_\_\_\_** (“Expiration Date”).

3. The maximum amount the Court may pay Contractor is (i) $**\_\_\_\_\_\_\_\_\_\_** during the Initial Term.

4. The purpose or title of this Agreement is:

To provide unarmed weapon screening and perimeter security services, as more fully described within this Agreement.

*The purpose or title listed above is for administrative reference only and does not define, limit, or construe the scope or extent of this Agreement.*

5. The parties agree that this Agreement, made up of this coversheet, the appendixes or exhibits listed below, and any attachments, contains the parties’ entire understanding related to the subject matter of this Agreement, and supersedes all previous proposals, both oral and written, negotiations, representations, commitments, writing and all other communications between the parties.

Appendix A – Services

Appendix B – General Provisions

Appendix C – Defined Terms

Exhibit 1 – Duties and Responsibilities

|  |  |
| --- | --- |
| **COURT’S SIGNATURE** | **CONTRACTOR’S SIGNATURE** |
|  |  |
| **Superior Court of California, County of Sutter** |  |
|  |  |
| BY *(Authorized Signature)*  ✍ | BY *(Authorized Signature)*  ✍ |
|  |  |
| PRINTED NAME AND TITLE OF PERSON SIGNING | PRINTED NAME AND TITLE OF PERSON SIGNING |
| DATE EXECUTED | DATE EXECUTED |
|  |  |
| ADDRESS | ADDRESS |

APPENDIX A

Services

1. **Background and Purpose**. To provide Unarmed Weapon Screening and Perimeter Security Services (the “Services”), as defined more fully in this Agreement, in and around the courthouse located at 1175 Civic Center Boulevard, Yuba City, California (“Courthouse”).

1.1 **Facility Profile**:

The following describes the Courthouse where the Contractor will provide the Services:

The Superior Court of California, County of Sutter, is located at 1175 Civic Center Blvd, Yuba City, California. The Courthouse is a three-story building with a basement. There are six (6) courtrooms, a jury assembly room, and other Court associated offices. The Courthouse has a single public point of entry on the first floor which leads to security screening. Security screening equipment consists of two (2) X-ray machines, two (2) magnetometers, hand-held wands, and additional security systems; in particular, closed-circuit television (CCTV) monitors and a wireless duress alarm system.

2. **Services**.

2.1 Description of Services. Contractor shall perform the following Services:

1. **Overview.** The Contractor shall furnish all labor and equipment necessary, with the exception of Court owned screening equipment, to provide unarmed weapon screening services in accordance with the terms, specifications, and conditions set forth in this Agreement, and in accordance with the reasonable directives that are issued, from time to time, by the Presiding Judge, CEO, or the CEO’s designee. The unarmed weapon screening services shall be managed by the Contractor designated personnel, as liaison between the Contractor's local office and the CEO, or the CEO’s designee.

B. **Duties**. The Contractor will provide two (2) civilian guard personnel, including weapons screeners, (“Guard(s)”) who shall perform the Duties as outlined in Exhibit 1 to the satisfaction of the Court.

C. **Guard Requirements**. The Contractor shall provide Guards who meet the following requirements

1. **Review**. As described in Appendix B (General Provisions), section 1.3, Contractor shall perform background checks on all persons considered for Guard duty, including relief staff, and insure that each Guard meets the requirements provided for in this Agreement. The contractor shall verify each license and obtain a complaint history of the Contractor from the Department of Consumer Affairs, Bureau of Collection and Investigative Services. The names, applications, and results of the background checks of persons considered for Guard duty, including relief staff, shall be submitted to the CEO, or the CEO’s designee for review and approval. The Court reserves the right to review the personal background and to conduct security clearances on all personnel assigned.
2. **Experience**. Guards must have adequate experience to perform their assignments under this Agreement.
3. **Bonding**. Guards must be covered under an employee fidelity bond with a limit of at least $1,000,000.00.
4. **Current Permanent Registration Card**. Guards must have at the time of assignment, guard registration cards issued by the California Department of Consumer Affairs. Such licenses and permits are to be presented to the Court agencies on demand. The Guards shall be registered and shall have a current and valid guard registration card in their possession while on duty. If a Contractor's security guard is unable to present his/her guard registration card upon demand, he/she will be relieved from duty and Contractor shall, within seventy-two (72) hours or sooner, provide a security guard who has appropriate cards in his/her possession, at no additional cost to the Court. This Agreement is subject to immediate termination if the Contractor is unable to provide security guards that conform to the Agreement’s requirements. The Contractor shall also maintain all other business and professional licenses that may be required by Federal, Court, and local codes.
5. **Physical Qualifications**. All Guards assigned to work under this Agreement must be in good physical condition for the work they are to perform. The Contractor shall provide guards that are fully capable of performing work, requiring moderate to arduous physical exertion under either normal or emergency conditions.
6. **Mental Qualifications.** Guards must be mentally alert and capable of exercising good judgment, implementing instructions, and assimilating necessary specialized training. Each Guard provided by the Contractor shall have the ability to read and write the English language; understand and carry out oral and written directions; think and act quickly and effectively in emergencies; write accurate and clear reports; provide good customer service; and monitor environmental and electronic security systems.

7. **Training**. In addition to any Department of Consumer Affairs required training and prior to a Guard’s initial assignment, the Contractor shall provide evidence of the following training:

i. First Aid and CPR, with current certification.

ii. Security and emergency procedures and crowd control.

iii. American Disabilities Act (ADA).

iv. On-going, in-service training updates for all guards assigned to Court security duty, including customer service training, public relations, and de-escalating difficult situations. Such training shall either meet or exceed industry standards for unarmed guards.

8. **Post Instructions.** The Guard(s) will, at all times, be familiar with, but not limited to, the following specific post instructions:

i. Emergency telephone numbers;

ii. Emergency fire and fire alarm procedures

iii. Emergency intrusion alarm procedures;

iv. Floor plans (location of alarms and alarmed doors);

v. Medical emergencies;

vi. Elevator emergencies/malfunctions;

vii. Bomb threats;

vii. Earthquakes;

ix. Access control;

x. Deliveries;

xi. Equipment removal policy and procedures;

xii. Building patrol procedures;

xiii. Life/safety systems.

1. **Uniform**. All Guards assigned to the Court will be uniformed. Uniforms shall be free from stains, fading, fraying, and wrinkles. Shoes shall be black, clean, and in good repair. In addition to latex or nitrile gloves, tactical, needles stick or cut resistance gloves may be worn while on duty. Any ballistic or tactical vests shall be worn inside the uniform. Exterior jacket worn over the uniform shirt shall be identifiable as a uniform jacket with appropriate visible insignia. All uniform and auxiliary equipment must be approved by the CEO or the CEO’s designee. Any changes in the uniform style or color shall be approved by the CEO or the CEO’s designee and provided by the Contractor to their employees at no additional cost to the Court.
2. **Grooming.** Appearance shall be professional and neat. No visible tattoos, no jewelry on any part of the head or face with the exception of one earring in each ear lobe not larger than one (1) inch in diameter. Hair shall be worn clean and neat in appearance, of a natural color, and worn off the collar so as not to obstruct vision or interfere with the wearing of an earpiece or equipment. Facial hair shall be trimmed, neat and of a natural color. Nails shall be clean and trimmed not to exceed one-eighth (1/8th) inch beyond the fingertip.
3. **Conditions.** Guards may be required to stand for eight (8) hours a day and be subject to wide variations of indoor temperatures seasonally and glare from the sun.

D. **Standards and Prohibited Activities.** The Contractor shall ensure that all assigned guards meet the following standards of conduct and appearance, and do not engage in prohibited activities.

1. **Standards**. While on duty in the Court facility, the Guards shall at all times:

i. Maintain clean and neat appearance and a courteous attitude.

ii. Keep their uniforms in good condition, cleaned and pressed, and shall wear a complete uniform while on duty.

iii. Keep all equipment clean and in good condition.

iv. Maintain high visibility, answer routine questions for directions and handle minor problems.

v. Advise the Court of any facilities issues brought to their attention and any security issues to Sheriff personnel as directed.

2. **Prohibited Activities.** While on duty in the Court facility, the Guards shall not:

i. Listen to radios or any other audio medium that is not job related.

ii. Watch any non-court-related video device.

iii. Read any materials that are not job related.

iv. Use Court or their personal telephones for other than Court business.

v. Leave their area of responsibility unless directed

vi. Entertain personal visitors.

vii. Use, posses, or be under the influence of illegal drugs, State or Federal, or alcohol.

viii. Be under the influence of prescribed medications which may affect job performance.

ix. Display a discourteous, abrupt, abrasive, or belligerent attitude.

x. Sleep.

E. **Reporting.** Guards shall complete all required security reports that are requested by the CEO or the CEO’s designee.

1. **Written Reports**. Written reports are required weekly, plus a monthly report of activities. Reports are to be sent to the CEO or the CEO’s designee. The Contractor will complete all reports dealing with security, law violation, injury, and appropriate incident reports as required. These reports shall include, but are not limited to the following items:

i. Any incidents affecting the safety or security of the building or occupants.

ii. Any defective exterior lights.

iii. Unusual circumstances, suspicious persons and any other problems encountered to the appropriate law enforcement agency.

iv. Assault, burglary, robbery, vandalism, or any suspicious activities shall be reported to the appropriate law enforcement agency. If an emergency, the guard shall dial 911.

v. A seriously injured or ill person, i.e., heart attack, stroke, or seizure, should be reported by dialing 911.

vi. If fire or smoke is detected, the guard shall dial 911 and alert building occupants.

2. **Immediate Reports**. Contact information for the CEO or CEO’s designee shall be provided to the Contractor in writing. The Area Supervisor shall contact the CEO or CEO’s designee for any of the following occurrences:

i. Any major security/safety conditions occurring in the facility i.e. fire, felony crimes, threats against the Court’s employees or staff, homicides on Court property and/or any physical confrontations occurring between any Court Security Officer and visitor on Court property.

ii. Any employee of the Contractor assigned to Court security is arrested or otherwise becomes the focus of a criminal investigation.

iii. Any complaints made about an employee of the Contractor assigned to Court security by the Court clerk or any Justice of the Court.

iv. Any criminal, observed safety, or observed health hazard occurs at the facility that could affect the Court’s operations.

v. Any maintenance or operational issues with the screening equipment.

F. **Cooperation**. The Contractor and assigned Contractor personnel will cooperate with the Sutter County Sheriff’s Department, Yuba City Police Department California Highway Patrol, and Court personnel. In the event of any major conflict or disturbance, the Contractor’s personnel shall promptly contact the Court personnel or Sheriff personnel assigned to the courthouse for assistance via radio or phone list as provided.

2.2. **Performance**.

A. **Unsatisfactory Performance**. The Court may reject or require the replacement of any Guard who, in its sole judgment, does not meet the requirements of this Agreement, has demonstrated unsatisfactory job performance, or does not meet the standards of the Court. The Court may permanently declare the Guard unqualified or it may permit the Guard to perform under this Agreement after completing additional training or meeting other specified conditions.

B. **Replacement.** If the replacement of a Guard is required by the Court or Contractor, due to sickness, emergency leave, or termination of employment, the Contractor shall provide such replacement personnel, who conform to the requirements of this Agreement, within no more than four (4) hours and at no additional cost to the Court.

C. **Interruption of Service**. No interruption of service to the Court will be realized because of Contractor personnel's scheduled vacations, and at no additional cost to the Court.

D. **Continued Unsatisfactory Performance**. Repeated instances, twenty (20) or more, of unsatisfactory job performance by assigned Guards shall be a material breach of this Agreement by the Contractor, justifying Court termination for cause.

E. **Holidays.** Unless expressly required, no work will be performed on Court holidays. The holidays listed below are subject to change. The Court will not pay for days in which the Court is closed. Court holidays are as follows:

1. New Year’s Day

2. Martin Luther King Jr. Day

3. Lincoln’s Birthday

4. Presidents’ Birthday

5. Cesar Chavez Day

6. Memorial Day

7. Independence Day

8. Labor Day

9. Columbus Day

10. Veterans Day

11. Thanksgiving Day

12. Day after Thanksgiving

13. Christmas Day

2.3 **Service Warranties**. Contractor warrants that: (i) the Services will be rendered with promptness and diligence and will be executed in a workmanlike manner, in accordance with the practices and professional standards used in well-managed operations performing services similar to the Services; and (ii) Contractor will perform the Services in the most cost-effective manner consistent with the required level of quality and performance

2.4 **Resources**. Contractor is responsible for providing any and all administrative facilities, materials and resources (including personnel, equipment and software) necessary and appropriate for performance of the Services and to meet Contractor's obligations under this Agreement.

2.5 **Stop Work Orders**. The Court may, at any time, by Notice to Contractor, require Contractor to stop all or any part of the Services for a period up to ninety (90) days after the Notice is delivered to Contractor, and for any further period to which the parties may agree (“Stop Work Order”).

A. The Stop Work Order shall be specifically identified as such and shall indicate it is issued under this provision. Upon receipt of the Stop Work Order, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the Services covered by the Stop Work Order during the period of stoppage. Within ninety (90) days after a Stop Work Order is delivered to Contractor, or within any extension of that period to which the parties shall have agreed, the Court shall either (i) cancel the Stop Work Order; or (ii) terminate the Services covered by the Stop Work Order as provided for in this Agreement.

B. If a Stop Work Order issued under this provision is canceled or the period of the Stop Work Order or any extension thereof expires, Contractor shall resume the performance of Services. The Court shall make an equitable adjustment in the services required, the Contract Amount, or both, and the Agreement shall be modified, in writing, accordingly, if:

1. The Stop Work Order results in an increase in the time required for, or in Contractor’s cost properly allocable to the performance of any part of this Agreement; and
2. Contractor requests an equitable adjustment within thirty (30) days after the end of the period of stoppage; however, if the Court decides the facts justify the action, the Court may receive and act upon a proposal submitted at any time before final payment under this Agreement.

C. The Court shall not be liable to Contractor for loss of profits because of a Stop Work Order issued under this provision.

2.6 **Acceptance or Rejection**. All Services are subject to acceptance by the Court. The Court may reject any Services that (i) fail to meet applicable acceptance criteria, (ii) are not as warranted, or (iii) are performed or delivered late (without prior consent by the Court). The Court may terminate that portion of this Agreement which relates to a rejected Service at no expense to the Court if the Court rejects that Service (i) for late performance, or (ii) on at least two (2) occasions for other deficiencies.

3. **Compensation**

3.1 **Total Compensation**. The total amount the Court will pay to the Contractor under this Agreement for performing the Services shall be the actual cost not to exceed $\_\_\_\_\_\_\_\_\_\_ annually.

3.2 **Compensation**. The Court agrees to pay the Contractor for Services rendered in accordance with the bill rates outlined below, inclusive of any applicable taxes or other fees and charges. The pay rates provided below are the rates which the Contractor agrees to pay its employees per position for services rendered under this Agreement.

**Bill Rate Overtime Rate**

**Category Per Hour Per Hour**

Guard $\_\_\_\_ $\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_ $\_\_\_\_ $\_\_\_\_

The unit hourly rates shown above are flat rates, which include all wages, benefits, uniform costs, background checks, drug testing, orientation, training, allowances, and differentials, but not holiday pay. These rates will be honored by the Contractor and the Court for the duration of this Agreement. Overtime rate can be used, as expressly authorized, if hours worked exceeds eight (8) hours in a given day or40 hours in a given week. **OVERTIME WORK MUST BE EXPRESSLY AUTHORIZED IN ADVANCE WRITING BY THE CEO OR THE CEO’S DESIGNEE.**

The Court will not be charged for overtime if the Contractor's relief guard is late for any reason and the current guard's shift is extended past 8 hours or a 40-hour week. The Contractor shall absorb such overtime costs.

The Contractor shall not be reimbursed for any parking, supplies, equipment, or sundries utilized in performance of this Contract’s work, unless specifically set forth in this Agreement.

3.3. **Additional and/or Reduction in Service.** From time to time and as circumstances require, the Guards may be reassigned by written direction of the CEO or the CEO’s designee, without further cost to the Court. If additional Guard(s) are required, the additional cost to the Court will be based on the hourly rates as set forth above. Overtime rates will not apply if the CEO or CEO’s designee provides the Contractor with thirty (30) calendar days prior written notice, if the assignment will be an on-going established position. If circumstances require, the Court may reduce services of Guard(s) required herein. In any event, the Court will pay for only those services actually received.

3.4 **Method of Payment.** The Court will pay the Contractor monthly in arrears after submission of invoices to, and approval for payment by, the Court. Invoices shall clearly indicate (a) unique invoice number, (b) the Contractor's name, address, and social security number or federal employer number, and (c) the dates worked, category of Guard, location of work, and itemized Bill Rate(s).

The Court will pay each correct, itemized invoice received from Contractor after acceptance of the applicable Services in accordance with the terms of this Agreement.

The Contractor shall submit one (1) original invoice to:

Superior Court of California, County of Sutter

Attention: Accounting Division

1175 Civic Center Blvd.

Yuba City, CA 95993

Please note: Invoices or vouchers not on printed billheads shall be signed by the Contractor or the person furnishing the supplies or services.

4. **Agreement Administration/Communication**

4.1 **Notices**. Under this Agreement, the CEO or CEO’s designee will monitor and evaluate the Contractor's performance.

A. **To the Court**. All requests and communications about the services to be performed under this Agreement shall be made through the CEO or CEO’s designee. Any notice from the Contractor to the Court shall be in writing and shall be delivered either personally or by mail (postage prepaid) and shall be addressed as follows:

Stephanie M. Hansel

Court Executive Officer

Superior Court of California, County of Sutter

1175 Civic Center Blvd.

Yuba City, CA 95993

B. **To the Contractor**. Any notice from the Court to the Contractor shall be in writing and shall be delivered either personally or by mail (postage prepaid) or facsimile (FAX) and shall be addressed as follows:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Either party may change its address for Notices by giving the other party Notice of the new address in accordance with this section. Notices will be considered to have been given at the time of actual delivery in person, three (3) days after deposit in the mail as set forth above, or one (1) day after delivery to an overnight air courier service.

4.2 **Contact Person**. The Court’s contact person is: Debbie Baggett, Court Services Analyst. The Court may change its contact person at any time upon notice to Contractor without need for an amendment to this Agreement. Contractor’s contact person is: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Subject to written approval by the Court, Contractor may change its contact person without need for an amendment to this Agreement.

4.3 **Semi-Annual Meetings.** Court and Contractor shall meet semi-annually to discuss services, reporting, performance, and scheduling. A review of staffing levels shall occur 90 days after Agreement commencement. In addition, staffing levels are to be reviewed, between Court and Contractor, when a position is vacated.

4.4 **Commencement of Performance**. This Agreement is of no force and effect until signed by both parties and all Court-required approvals are secured. Any commencement of performance prior to Agreement approval shall be at Contractor's own risk.

APPENDIX B

General Provisions

1. **Provisions Applicable to Services**
   1. **Qualifications.** Contractor shall assign to this project only persons who have sufficient training, education, and experience to successfully perform Contractor’s duties. If the Court is dissatisfied with any of Contractor’s personnel, for any or no reason, Contractor shall replace them with qualified personnel.
   2. **Turnover.** Contractor shall endeavor to minimize turnover of personnel Contractor has assigned to perform Services.
   3. **Background Checks.**  Contractor shall conduct a background check on all personnel to be utilized in the performance of this Agreement prior to assignment to the Court. Contractor shall not assign personnel who have a felony conviction or have been incarcerated in a county jail or penal institution or on probation within the past two years, or who have a close association with a gang member or anyone involved in illegal activity. Contractor shall also not assign personnel who refuse to undergo a background check or whose background check result are unacceptable to the Contractor or, after disclosure to the Court, are unacceptable to the Court. The Court reserves the right to review the personal background and conduct further security clearances on the Contractor’s personnel to be utilized in the performance of this Agreement. The Contractor shall provide the Court with an employee authorization form to conduct a criminal history check, a copy of the employee’s California Driver’s License or California Identification Card, and a copy of the employee’s guard registration at least 21 days prior to the placement of the employee. All replacement guards shall be subject to the same criteria.
2. **Contractor Certification Clauses.** Contractor certifies that the following representations and warranties are true. Contractor shall cause its representations and warranties to remain true during the Term. Contractor shall promptly notify the Court if any representation and warranty becomes untrue. Contractor represents and warrants as follows:
   1. **Authority.** Contractor has authority to enter into and perform its obligations under this Agreement, and Contractor’s signatory has authority to bind Contractor to this Agreement.
   2. **Not an Expatriate Corporation.** Contractor is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of PCC 10286.1, and is eligible to contract with the Court.
   3. **No Gratuities.** Contractor has not directly or indirectly offered or given any gratuities (in the form of entertainment, gifts, or otherwise), to any Judicial Branch Personnel with a view toward securing this Agreement or securing favorable treatment with respect to any determinations concerning the performance of this Agreement.
   4. **No Conflict of Interest.** Contractor has no interest that would constitute a conflict of interest under PCC 10365.5, 10410 or 10411; Government Code sections 1090 et seq. or 87100 et seq.; or California Rules of Court, rule 10.103 or 10.104, which restrict employees and former employees from contracting with Judicial Branch Entities.
   5. **No Interference with Other Contracts.** To the best of Contractor’s knowledge, this Agreement does not create a material conflict of interest or default under any of Contractor’s other contracts.
   6. **No Litigation.**No suit, action, arbitration, or legal, administrative, or other proceeding or governmental investigation is pending or threatened that may adversely affect Contractor’s ability to perform the Services.
   7. **Compliance with Laws Generally.** Contractor complies in all material respects with all laws, rules, and regulations applicable to Contractor’s business and services.
   8. **Drug Free Workplace.** Contractor provides a drug free workplace as required by California Government Code sections 8355 through 8357.
   9. **No Harassment.** Contractor does not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom Contractor may interact in the performance of this Agreement, and Contractor takes all reasonable steps to prevent harassment from occurring.
   10. **Noninfringement.** The Services and Contractor’s performance under this Agreement do not infringe, or constitute an infringement, misappropriation or violation of, any third party’s intellectual property right.
   11. **Nondiscrimination.** Contractor complies with the federal Americans with Disabilities Act (42 U.S.C. 12101 et seq.), and California’s Fair Employment and Housing Act (Government Code sections 12990 et seq.) and associated regulations (Code of Regulations, title 2, sections 7285 et seq.).Contractor does not unlawfully discriminate against any employee or applicant for employment because of age (40 and over), ancestry, color, creed, disability (mental or physical) including HIV and AIDS, marital or domestic partner status, medical condition (including cancer and genetic characteristics), national origin, race, religion, request for family and medical care leave, sex (including gender and gender identity), and sexual orientation. Contractor will notify in writing each labor organization with which Contractor has a collective bargaining or other agreement of Contractor’s obligations of nondiscrimination.
   12. **National Labor Relations Board Orders.** No more than one, final unappealable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a federal court requiring Contractor to comply with an order of the National Labor Relations Board. Contractor swears under penalty of perjury that this representation is true.
3. **Insurance**

**3.1 Basic Coverage.** Contractor shall provide and maintain at the Court’s discretion and Contractor’s expense the following insurance during the Term:

* + 1. *Commercial General Liability.*The policy must be at least as broad as the Insurance Services Office (ISO) Commercial General Liability “occurrence” form, with coverage for liabilities arising out of premises, operations, independent contractors, products and completed operations, personal and advertising injury, and liability assumed under an insured contract.The policy must provide limits of at least $1,000,000 per occurrence and annual aggregate.
    2. *Workers Compensation and Employer’s Liability.*The policy is required only if Contractor has employees. The policy must include workers’ compensation to meet minimum requirements of the California Labor Code, and it must provide coverage for employer’s liability bodily injury at minimum limits of $1,000,000 per accident or disease.
    3. *Automobile Liability.*This policy is required only if Contractor uses an automobile or other vehicle in the performance of this Agreement. The policy must cover bodily injury and property damage liability and be applicable to all vehicles used in Contractor’s performance of this Agreement whether owned, non-owned, leased, or hired. The policy must provide combined single limits of at least $1,000,000 per occurrence.
  1. **Umbrella Policies.** Contractor may satisfy basic coverage limits through any combination of basic coverage and umbrella insurance.
  2. **Aggregate Limits of Liability.** The basic coverage limits of liability may be subject to annual aggregate limits. If this is the case the annual aggregate limits of liability must be at least two (2) times the limits required for each policy, or the aggregate may equal the limits required but must apply separately to this Agreement.
  3. **Deductibles and Self-Insured Retentions.** Contractor shall declare to the Court all deductibles and self-insured retentions that exceed $100,000 per occurrence. Any increases in deductibles or self-insured retentions that exceed $100,000 per occurrence are subject to the Court’s approval. Deductibles and self-insured retentions do not limit Contractor’s liability.
  4. **Additional Insured Endorsements.** Contractor’s commercial general liability policy, automobile liability policy, and, if applicable, umbrella policy must be endorsed to name the following as additional insureds with respect to liabilities arising out of the performance of this Agreement: the Court, the State of California, the Judicial Council of California, and their respective judges, subordinate judicial officers, executive officers, administrators, officers, officials, agents, representatives, contractors, volunteers or employees.
  5. **Certificates of Insurance.** Before Contractor begins performing Services, Contractor shall give the Court certificates of insurance attesting to the existence of coverage, and stating that the policies will not be canceled, terminated, or amended to reduce coverage without thirty (30) days’ prior written notice to the Court.
  6. **Qualifying Insurers.** For insurance to satisfy the requirements of this section, all required insurance must be issued by an insurer with an A.M. Best rating of A - or better that is approved to do business in the State of California.
  7. **Required Policy Provisions.** Each policy must provide, as follows: (i) the policy is primary and noncontributory with any insurance or self-insurance maintained by Judicial Branch Entities and Judicial Branch Personnel, and the basic coverage insurer waives any and all rights of subrogation against Judicial Branch Entities and Judicial Branch Personnel; (ii) the insurance applies separately to each insured against whom a claim is made or a lawsuit is brought, to the limits of the insurer’s liability; and (iii) each insurer waives any right of recovery or subrogation it may have against the Court, the State of California, the Judicial Council of California, and their respective judges, subordinate judicial officers, executive officers, administrators, officers, officials, agents, representatives, contractors, volunteers or employees for loss or damage.
  8. **Partnerships.** If Contractor is an association, partnership, or other joint business venture, the basic coverage may be provided by either (i) separate insurance policies issued for each individual entity, with each entity included as a named insured or as an additional insured; or (ii) joint insurance program with the association, partnership, or other joint business venture included as a named insured.
  9. **Consequence of Lapse.** If required insurance lapses during the Term, the Court is not required to process invoices after such lapse until Contractor provides evidence of reinstatement that is effective as of the lapse date.

1. **Indemnity.** Contractor will defend (with counsel satisfactory to the Court or its designee), indemnify and hold harmless the Judicial Branch Entities and the Judicial Branch Personnel against all claims, losses, and expenses, including attorneys’ fees and costs, that arise out of or in connection with (i) an act or omission of Contractor, its agents, employees, independent contractors, or subcontractors in the performance of this Agreement, (ii) a breach of a representation, warranty, or other provision of this Agreement, and (iii) infringement of any trade secret, patent, copyright or other third party intellectual property. This indemnity applies regardless of the theory of liability on which a claim is made or a loss occurs. This indemnity will survive the expiration or termination of this Agreement, and acceptance of any Services. Contractor shall not make any admission of liability or other statement on behalf of an indemnified party or enter into any settlement or other agreement which would bind an indemnified party, without the Court’s prior written consent, which consent shall not be unreasonably withheld; and the Court shall have the right, at its option and expense, to participate in the defense and/or settlement of a claim through counsel of its own choosing. Contractor’s duties of indemnification exclude indemnifying a party for that portion of losses and expenses that are finally determined by a reviewing court to have arisen out of the sole negligence or willful misconduct of the indemnified party.
2. **Option Term.** Unless Section 2 of the Coversheet indicates that an Option Term is not applicable, the Court may, at its sole option, extend this Agreement for two (2) one-year terms, at the end of which Option Term this Agreement shall expire. In order to exercise the Option Term, the Court must send Notice to Contractor at least thirty (30) days prior to the end of the then-current Term. The exercise of an Option Term will be effective without Contractor’s signature.
3. **Tax Delinquency.** Contractor must provide notice to the Court immediately if Contractor has reason to believe it may be placed on either (i) the California Franchise Tax Board’s list of 500 largest state income tax delinquencies, or (ii) the California Board of Equalization’s list of 500 largest delinquent sales and use tax accounts. The Court may terminate this Agreement immediately “for cause” pursuant to Section 7.2 below if (i) Contractor fails to provide the notice required above, or (ii) Contractor is included on either list mentioned above.
4. **Termination** 
   1. **Termination for Convenience.** The Court may terminate, in whole or in part, this Agreement for convenience upon thirty (30) days prior Notice. After receipt of such Notice, and except as otherwise directed by the Court, Contractor shall immediately stop Services as specified in the Notice.
   2. **Termination for Cause.** The Court may terminate this Agreement, in whole or in part, immediately “for cause” if (i) Contractor fails or is unable to meet or perform any of its duties under this Agreement, and this failure is not cured within ten (10) days following Notice of default (or in the opinion of the Court, is not capable of being cured within this cure period); (ii) Contractor or Contractor’s creditors file a petition as to Contractor’s bankruptcy or insolvency, or Contractor is declared bankrupt, becomes insolvent, makes an assignment for the benefit of creditors, goes into liquidation or receivership, or otherwise loses legal control of its business; or (iii) Contractor makes or has made under this Agreement any representation, warranty, or certification that is or was incorrect, inaccurate, or misleading.
   3. **Termination upon Death.** This entire Agreement will terminate immediately without further action of the parties upon the death of a natural person who is a party to this Agreement, or a general partner of a partnership that is a party to this Agreement.
   4. **Termination for Changes in Budget or Law.** The Court’s payment obligations under this Agreement are subject to annual appropriation and the availability of funds. Expected or actual funding may be withdrawn, reduced, or limited prior to the expiration or other termination of this Agreement. Funding beyond the current appropriation year is conditioned upon appropriation of sufficient funds to support the activities described in this Agreement. The Court may terminate this Agreement or limit Contractor’s Services (and reduce proportionately Contractor’s fees) upon Notice to Contractor without prejudice to any right or remedy of the Court if: (i) expected or actual funding to compensate Contractor is withdrawn, reduced or limited; or (ii) the Court determines that Contractor’s performance under this Agreement has become infeasible due to changes in applicable laws.
   5. **Rights and Remedies of the Court.** 
      1. *Nonexclusive Remedies.* All remedies provided in this Agreement may be exercised individually or in combination with any other available remedy. Contractor shall notify the Court immediately if Contractor is in default, or if a third party claim or dispute is brought or threatened that alleges facts that would constitute a default under this Agreement. If Contractor is in default, the Court may do any of the following: (i) withhold all or any portion of a payment otherwise due to Contractor, and exercise any other rights of setoff as may be provided in this Agreement or any other agreement between a Judicial Branch Entity and Contractor; (ii) require Contractor to enter into nonbinding mediation; (iii) exercise, following Notice, the Court’s right of early termination of this Agreement as provided herein; and (iv) seek any other remedy available at law or in equity.
      2. *Replacement.*  If the Court terminates this Agreement in whole or in part for cause, the Court may acquire from third parties, under the terms and in the manner the Court considers appropriate, services equivalent to those terminated, and Contractor shall be liable to the Court for any excess costs for those services. Notwithstanding any other provision of this Agreement, in no event shall the excess cost to the Court for such services be excluded under this Agreement as indirect, incidental, special, exemplary, punitive or consequential damages of the Court. Contractor shall continue any Services not terminated hereunder.
   6. **Survival.** Termination or expiration of this Agreement shall not affect the rights and obligations of the parties which arose prior to any such termination or expiration (unless otherwise provided herein) and such rights and obligations shall survive any such termination or expiration. Rights and obligations which by their nature should survive shall remain in effect after termination or expiration of this Agreement, including any section of this Agreement that states it shall survive such termination or expiration.
5. **Assignment and Subcontracting.** Contractor may not assign or subcontract its rights or duties under this Agreement, in whole or in part, whether by operation of law or otherwise, without the prior written consent of the Court. Consent may be withheld for any reason or no reason. Any assignment or subcontract made in contravention of the foregoing shall be void and of no effect. Subject to the foregoing, this Agreement will be binding on the parties and their permitted successors and assigns.
6. **Notices.** Notices must be sent to the following address and recipient:

|  |  |
| --- | --- |
| **If to Contractor:** | **If to the Court:** |
| [name, title, address] | Stephanie M. Hansel  Court Executive Officer  1175 Civic Center Blvd.  Yuba City, CA 95993 |
| With a copy to: | With a copy to: |
|  | Joe Azevedo, Court Fiscal Manager |

Either party may change its address for Notices by giving the other party Notice of the new address in accordance with this section. Notices will be considered to have been given at the time of actual delivery in person, three (3) days after deposit in the mail as set forth above, or one (1) day after delivery to an overnight air courier service.

1. **Provisions Applicable to Certain Agreements.** The provisions in this section are ***applicable only to the types of orders specified in the first sentence of each subsection***. If this Agreement is not of the type described in the first sentence of a subsection, then that subsection does not apply to the Agreement.
   1. **Union Activities Restrictions.** *If the Contract Amount is over $50,000, this section is applicable.* Contractor agrees that no Court funds received under this Agreement will be used to assist, promote or deter union organizing during the Term. If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no Court funds were used for those expenditures. Contractor will provide those records to the Attorney General upon request.
   2. **Domestic Partners, Spouses, Gender, and Gender Identity Discrimination.** *If the Contract Amount is $100,000 or more, this section is applicable.* Contractor is in compliance with, and throughout the Term will remain in compliance with: (i) PCC 10295.3 which places limitations on contracts with contractors who discriminate in the provision of benefits on the basis of marital or domestic partner status; and (ii) PCC 10295.35, which places limitations on contracts with contractors that discriminate in the provision of benefits on the basis of an employee’s or dependent’s actual or perceived gender identity.
   3. **Child Support Compliance Act.** *If the Contract Amount is $100,000 or more, this section is applicable.* Contractor recognizes the importance of child and family support obligations and fully complies with (and will continue to comply with during the Term) all applicable state and federal laws relating to child and family support enforcement, including disclosure of information and compliance with earnings assignment orders, as provided in Family Code section 5200 et seq. Contractor provides the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
   4. **Priority Hiring.** *If the Contract Amount is over $200,000 and this Agreement is for services (other than consulting Services), this section is applicable.*  Contractor shall give priority consideration in filling vacancies in positions funded by this Agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with PCC 10353.
   5. **Iran Contracting Act.** *If the Contract Amount is $1,000,000 or more and Contractor did not provide to Court an Iran Contracting Act certification as part of the solicitation process, this section is applicable.*  Contractor certifies either (i) it is not on the current list of persons engaged in investment activities in Iran (“Iran List”) created by the California Department of General Services pursuant to PCC 2203(b), and is not a financial institution extending $20,000,000 or more in credit to another person, for forty-five (45) days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the Iran List, or (ii) it has received written permission from the Court to enter into this Agreement pursuant to PCC 2203(c).
   6. **DVBE Commitment.**  *This section is applicable if Contractor received a disabled veteran business enterprise (“DVBE”) incentive in connection with this Agreement.* Contractor’s failure to meet the DVBE commitment set forth in its bid or proposal constitutes a breach of the Agreement. If Contractor used DVBE subcontractor(s) in connection with this Agreement: (i) Contractor must use the DVBE subcontractors identified in its bid or proposal, unless the Court approves in writing replacement by another DVBE subcontractor in accordance with the terms of this Agreement; and (ii) Contractor must within sixty (60) days of receiving final payment under this Agreement certify in a report to the Court: (1) the total amount of money Contractor received under the Agreement; (2) the name and address of each DVBE subcontractor to which Contractor subcontracted work in connection with the Agreement; (3) the amount each DVBE subcontractor received from Contractor in connection with the Agreement; and (4) that all payments under the Agreement have been made to the applicable DVBE subcontractors. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation.
   7. **Antitrust Claims.** *If this Agreement resulted from a competitive solicitation, this section is applicable.* Contractor shall assign to the Court all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by Contractor for sale to the Court. Such assignment shall be made and become effective at the time the Court tenders final payment to Contractor. If the Court receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this section, Contractor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the Court any portion of the recovery, including treble damages, attributable to overcharges that were paid by Contractor but were not paid by the Court as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Upon demand in writing by Contractor, the Court shall, within one (1) year from such demand, reassign the cause of action assigned under this part if Contractor has been or may have been injured by the violation of law for which the cause of action arose and (a) the Court has not been injured thereby, or (b) the Court declines to file a court action for the cause of action.
   8. **Good Standing.** *If Contractor is a corporation, limited liability company, or limited partnership, and this Agreement is performed in whole or in part in California, this section is applicable.* Contractor is, and will remain for the Term, qualified to do business and in good standing in California.
   9. **Small Business Preference Commitment.** *This section is applicable if Contractor received a small business preference in connection with this Agreement.* Contractor’s failure to meet the small business commitment set forth in its bid or proposal constitutes a breach of this Agreement. Contractor must within sixty (60) days of receiving final payment under this Agreement report to the Court the actual percentage of small/micro business participation that was achieved. If Contractor is a nonprofit veteran service agency (“NVSA”), Contractor must employ veterans receiving services from the NVSA for not less than 75 percent of the person-hours of direct labor required for the production of goods and the provision of services performed pursuant to this Agreement.
2. **Miscellaneous Provisions.**
   1. **Independent Contractor.** Contractor is an independent contractor to the Court. No employer-employee, partnership, joint venture, or agency relationship exists between Contractor and the Court. Contractor has no authority to bind or incur any obligation on behalf of the Court. If any governmental entity concludes that Contractor is not an independent contractor, the Court may terminate this Agreement immediately upon Notice.
   2. **GAAP Compliance.** Contractor maintains an adequate system of accounting and internal controls that meets Generally Accepted Accounting Principles.
   3. **Audit.** Contractor must allow the Court or its designees to review and audit Contractor’s (and any subcontractors’) documents and records relating to this Agreement, and Contractor (and its subcontractors) shall retain such documents and records for a period of four (4) years following final payment under this Agreement. If an audit determines that Contractor (or any subcontractor) is not in compliance with this Agreement, Contractor shall correct errors and deficiencies by the twentieth (20th) day of the month following the review or audit. If an audit determines that Contractor has overcharged the Court five percent (5%) or more during the time period subject to audit, Contractor must reimburse the Court in an amount equal to the cost of such audit. This Agreement is subject to examinations and audit by the State Auditor for a period three (3) years after final payment.
   4. **Licenses and Permits.** Contractor shall obtain and keep current all necessary licenses, approvals, permits and authorizations required by applicable law for the performance of the Services. Contractor will be responsible for all fees and taxes associated with obtaining such licenses, approvals, permits and authorizations, and for any fines and penalties arising from its noncompliance with any applicable law.
   5. **Confidential Information.** During the Term and at all times thereafter, Contractor will: (a) hold all Confidential Information in strict trust and confidence, (b) refrain from using or permitting others to use Confidential Information in any manner or for any purpose not expressly permitted by this Agreement, and (c) refrain from disclosing or permitting others to disclose any Confidential Information to any third party without obtaining the Court’s express prior written consent on a case-by-case basis. Contractor will disclose Confidential Information only to its employees or contractors who need to know that information in order to perform Services hereunder and who have executed a confidentiality agreement with Contractor at least as protective as the provisions of this section. The provisions of this section shall survive the expiration or termination of this Agreement. Contractor will protect the Confidential Information from unauthorized use, access, or disclosure in the same manner as Contractor protects its own confidential or proprietary information of a similar nature, and with no less than the greater of reasonable care and industry-standard care. The Court owns all right, title and interest in the Confidential Information. Contractor will notify the Court promptly upon learning of any unauthorized disclosure or use of Confidential Information and will cooperate fully with the Court to protect such Confidential Information. Upon the Court’s request and upon any termination or expiration of this Agreement, Contractor will promptly (a) return to the Court or, if so directed by the Court, destroy all Confidential Information (in every form and medium), and (b) certify to the Court in writing that Contractor has fully complied with the foregoing obligations. Contractor acknowledges that there can be no adequate remedy at law for any breach of Contractor’s obligations under this section, that any such breach will likely result in irreparable harm, and that upon any breach or threatened breach of the confidentiality obligations, the Court shall be entitled to appropriate equitable relief, without the requirement of posting a bond, in addition to its other remedies at law.
   6. **Publicity.** Contractor shall not make any public announcement or press release about this Agreement without the prior written approval of the Court.
   7. **Choice of Law and Jurisdiction.** California law, without regard to its choice-of-law provisions, governs this Agreement. The parties shall attempt in good faith to resolve informally and promptly any dispute that arises under this Agreement. Jurisdiction for any legal action arising from this Agreement shall exclusively reside in state or federal courts located in California, and the parties hereby consent to the jurisdiction of such courts.
   8. **Negotiated Agreement.** This Agreement has been arrived at through negotiation between the parties. Neither party is the party that prepared this Agreement for purposes of construing this Agreement under California Civil Code section 1654.
   9. **Amendment and Waiver.** Except as otherwise specified in this Agreement, no amendment or change to this Agreement will be effective unless expressly agreed in writing by a duly authorized officer of the Court. A waiver of enforcement of any of this Agreement’s terms or conditions by the Court is effective only if expressly agreed in writing by a duly authorized officer of the Court. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.
   10. **Force Majeure.** Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitute default, if such delay or failure is caused by a force majeure. Force majeure, for purposes of this paragraph, is defined as follows: acts of war and acts of god, such as earthquakes, floods, and other natural disasters, such that performance is impossible.
   11. **Severability.** If any part of this Agreement is held unenforceable, all other parts remain enforceable.
   12. **Headings; Interpretation.** All headings are for reference purposes only and do not affect the interpretation of this Agreement. The word “including” means “including, without limitation.” Unless specifically stated to the contrary, all references to days herein shall be deemed to refer to calendar days.
   13. **Time of the Essence.** Time is of the essence in Contractor’s performance under this Agreement.
   14. **Counterparts.** This Agreement may be executed in counterparts, each of which is considered an original.

APPENDIX C

Defined Terms

As used in this Agreement, the following terms have the indicated meanings:

**“Agreement”** is defined on the Coversheet.

**“CEO”** is defined as Court’s Court Executive Officer.

**“Contractor”** is defined on the Coversheet.

**“Confidential Information”** means: (i) any information related to the business or operations of the Court, including information relating to the Court’s personnel and users; and (ii) all financial, statistical, personal, technical and other data and information of the Court (and proprietary information of third parties provided to Contractor) which is designated confidential or proprietary, or that Contractor otherwise knows, or would reasonably be expected to know, is confidential. Confidential Information does not include information that Contractor demonstrates to the Court’s satisfaction that: (a) Contractor lawfully knew prior to the Court’s first disclosure to Contractor, (b) a third party rightfully disclosed to Contractor free of any confidentiality duties or obligations, or (c) is, or through no fault of Contractor has become, generally available to the public.

**“Contract Amount”** is defined on the Coversheet.

**“Coversheet”** refers to the first page of this Agreement.

**“Effective Date”** is defined on the Coversheet.

**“Expiration Date”** is the later of (i) the day so designated on the Coversheet, and (ii) the last day of any Option Term.

**“Initial Term”** is the period commencing on the Effective Date and ending on the Expiration Date designated on the Coversheet.

**“Court” is defined on the Coversheet.**

**“Judicial Branch Entity”** or **“Judicial Branch Entities**” means any California superior or appellate Court, the Judicial Council of California, and the Habeas Corpus Resource Center.

**“Judicial Branch Personnel”** means members, justices, judges, judicial officers, subordinate judicial officers, employees, and agents of a Judicial Branch Entity.

**“Notice”** means a written communication from one party to another that is (a) delivered in person, (b) sent by registered or certified mail, or (c) sent by overnight air courier, in each case properly posted and fully prepaid to the appropriate address and recipient set forth in Appendix C.

**“Option Term”** means a period, if any, through which this Agreement may be or has been extended by the Court.

**“PCC”** refers to the California Public Contract Code.

**“Services”** is defined in Appendix A.

**“Stop Work Order”** is defined in Appendix B.

**“Term”** comprises the Initial Term and any Option Terms.

EXHIBIT 1

***DUTIES AND RESPONSIBILITIES***

I. DEFINITION

Under direction of designated Court staff or Sheriff personnel, Guards perform a variety of security functions such as electronic security/weapons screening, safety, security, controlling and monitoring access of employees, patrons, and the general public at the Courthouse. Guards will ensure the safety and security of the Courthouse, and all who appear and work in it.

II. TYPICAL DUTIES

1. Performs electronic and manual security/weapons screening at the court facility consistent with California law, Local Rules, and local security policies at the Court’s discretion.
2. Monitors access to the Courthouse, controls access to the Courthouse by evidence of proper authorization and identification; requests assistance from law enforcement when personal restraint is appropriate for the safety of themselves and the protection of others; confiscates contraband and other unallowable items from persons desiring to enter the courthouse.
3. Deny access to the Courthouse to those individuals, not specifically authorized in Section III who possess or who they have reason to suspect they possess, the following items:

All firearms, stun guns, tasers, knives, box knives, scissors, nunchakus, metal knuckles, billy club, sap, explosives, ice pick, screwdriver, pointed metal comb, knitting needles, or anything else that can be used as a weapon. Also prohibited are any ignition devices or flammable items, and any topical or inhalation irritants.

1. Performs periodic perimeter checks of the Courthouse to ensure the safety and security of those who work or have business at the Courthouse.
2. Serves at a fixed post at the main entrance of the Courthouse during the normal hours of operation (8:00am – 5:00pm), unless performing periodic perimeter checks and until properly relieved for breaks, lunch and end of shift.
3. Responsible for security and safety of courthouse and its contents; protects persons and property to prevent the concealment of any goods, weapons, or property of any kind, and theft, unlawful taking, or loss of goods or property.
4. Prepares written incident reports for any security or safety incidents occurring outside the presence of a court attendant employee.
5. Perform a final sweep of the facility after doors are closed to determine that all public members have left the facility
6. Maintains equipment and adheres to the requirements of the Radiation Protection Plan, including any and all documentation, including training, utilization, maintenance, and inspection logs.

III. EXCEPTIONS TO WEAPONS RESTRICTONS

1. Weapons possessed or in transport to be used as evidence in a court of law in the possession of a peace officer with picture identification and appropriate proof.
2. Weapons possessed by individuals carrying out official duties who are either; (1) a duly authorized peace officer, or (2) District Attorney or Probation personnel with peace officer status and appropriate picture identification.
3. Weapons possessed by full-time paid peace officers of another state, or Federal Government, carrying out official duties with appropriate picture identification.
4. On duty fire department or emergency personnel responding to request for assistance.

IV. WEAPONS SCREENERS ***SHALL NOT***

1. Make arrests or issue citations.
2. Carry fire arms inside the Courthouse.
3. Detain individuals.

4. Exercise peace officer powers while on duty as a weapons screener/security guard.

V. LOST AND FOUND

All items left by the public (i.e. watches, purses, keys, knives, money, etc.), will be handled in accordance with the instructions of the Court.

VI. EMERGENCY PROCEDEDURES

Guards will notify law enforcement and the Court’s CEO or designee if:

1. Anyone attempts to enter the facility with a restricted item.
2. Of any incident that may endanger the public.
3. Report any potential security or safety hazard.

VII. PUBLIC RELATIONS

* 1. Be kind and courteous to the public at all times.
  2. Answer all questions to the best of his/her knowledge.
  3. Patiently enforce security procedures when appropriate.
  4. Assists citizens with general information and direct them to appropriate departments.

END OF EXHIBIT 1