

## GENERAL SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the **City of Thornton**, a Colorado home rule municipality, in the State of Colorado (hereinafter, "Thornton") and \_\_\_\_\_ (the "Service Provider"). Thornton and Service Provider hereafter may be referred to collectively as, the "Parties" or individually as the "Party."

### I. RECITALS

- A. Thornton has determined that over the term of this Agreement, from time to time, the need will exist for the provisioning of certain services in connection with **Armed Guard Security Services, Project No. 209-25** (the Project); and
- B. Service Provider has held itself out to Thornton as having the requisite expertise and experience to perform the required Services for the Project.

In consideration of the covenants and promises contained in this Agreement and Recitals incorporated herein, which their sufficiency is acknowledged by Service Provider and Thornton, the Parties agree as follows:

### II. TERMS AND CONDITIONS

- A. **Description of Services, Work.** Service Provider shall provide armed guard security services for Thornton's City Hall and Municipal Court buildings during normal building operations and after-hours as needed. Service Provider shall provide and maintain up to date guard training and weapons training.
- B. **Service Provider Responsibilities, Scope of Services/Work.** Service Provider will furnish all of the labor, supplies and materials, equipment, printing, and any other facilities or resources required to perform and complete the Services described in the attached **Exhibit A**, hereafter also called, "Service Provider's Scope of Services" the "Services" or "Work".
- C. **Commencement Date, Term.**
  - 1. This Agreement shall commence on **January 1, 2026 or as indicated above** and terminate on **December 31, 2032**, or upon Thornton providing Service Provider with seven (7) Calendar Days advance written notice, whichever occurs first.
  - 2. Thornton may renew this agreement at the same prices, terms and conditions as specified in G.4 Compensation for up to five (5) additional years by issuance of Purchase Order and signed Amendment.
  - 3. Notwithstanding the foregoing, if Notice to Proceed for Services has been issued by Thornton to Service Provider and the Services will not be completed as of the Agreement termination date, and if Thornton desires Service Provider to complete the Services, the terms and conditions of this

Agreement shall survive the termination date of the Agreement and continue until the Services are completed to Thornton's satisfaction.

**D. Contract Documents.**

1. The following documents, which includes any exhibit and attachment listed, contained or referenced in the contract documents, by this reference, are incorporated, verbatim, and will hereafter be, the Agreement:
  - a. Approved Amendments to this Agreement; and
  - b. This General Service Agreement (together with Exhibits).
2. In the event there is a conflict between any of the above-listed documents, the provisions of the document listed first in order shall govern over those documents listed in descending order in subparagraph D.1 above after the first listed document.
3. Service Provider may need additional documents to perform the required Work and Services, or to clarify certain aspects of the Work and Services, that are not listed in Section D.1 above. Such documents, unless specifically identified as such, are not Contract Documents. These documents, by way of example include, but are not limited to:
  - a. The Request for Proposals (including Addenda);
  - b. The Service Provider's response to the Request for Proposals;
  - c. Other Thornton policies and procedures as applicable.
  - d. Other as appropriate

**E. Cooperative Purchasing**

1. Thornton encourages the proper use of cooperative purchasing and reserves the right to make this agreement available to other governmental agencies seeking like equipment, goods, or services. Other agencies using this agreement must do so according to regulations established by their individual organizations and accept sole responsibility for its use. The terms and conditions of any resulting transaction shall be exclusively between the buyer and the seller. Buyers and sellers from other municipalities and political subdivisions using this agreement in a cooperative or "piggy-back" fashion, agree to defend and hold harmless Thornton from any dispute or action arising from its use.

F. **Personnel**

1. Service Provider shall perform the Services with the employees, subcontractors, agents and all other persons (“Personnel”) identified in the attached **Exhibit B**, unless otherwise authorized in writing by Thornton.
2. Service Provider shall employ competent Personnel at all times during the performance of the Work. Service Provider shall be responsible for acts and omissions of its Personnel working for Service Provider. Service Provider shall enforce strict discipline and good order among its Personnel performing the Work.
3. The person in charge shall represent Service Provider and communications given to the person in charge shall be as binding as if given to Service Provider. Important communications will be confirmed in writing. Other communications shall be similarly confirmed on written request.
4. Thornton, at any time, may revoke its approval of any person who is not performing in a manner satisfactory to Thornton, and Service Provider shall remove the objectionable person from the Work and replace them with someone acceptable to Thornton.

G. **Compensation.**

1. **Remuneration.** Thornton agrees to pay Service Provider for the satisfactory progression and completion of the Services:
  - a. The agreed upon unit prices as set forth in Service Provider’s proposal (“Unit Pricing”); and/or
  - b. The billable hourly rates set forth in the attached **Exhibit C**, Schedule of Charges (“Hourly Rates”).

Notwithstanding which prescribed payment method is used, Thornton, in its reasonable discretion, may select one (1) or a combination of the aforementioned payment methods to compensate Service Provider. Likewise, the Parties by written amendment may convert from one (1) approved payment method to another under this Agreement. Service Provider further understands any compensation received from Thornton is subject to a “NTE” amount as provided for in **Exhibit C**.

2. **Purchase Order Required.** No work shall be performed without a Purchase Order from Thornton issued to the Service Provider.

3. Invoicing.

- a. Unless directed otherwise by Thornton's representative, Service Provider shall submit and send a detailed invoice in .pdf format to [ap.invoices@ThorntonCo.gov](mailto:ap.invoices@ThorntonCo.gov).
- b. Due Date. Compensation shall be due and payable thirty (30) Calendar Days after date of receipt by Thornton of a complete and correct invoice.
- c. Hourly Rate. Payments to Service Provider based on billable hourly rate and eligible reimbursable expenses shall include hourly breakdowns for all personnel and shall show an itemization of other charges.
- d. Required Invoice Information. Each invoice shall reference your assigned Purchase Order Number. Invoices shall also include a summary of the initial Agreement amount, amendments, total Agreement amount, and current billing and payment summaries.

4. Billable Rate Changes.

- a. The billable hourly rates shall remain fixed for, at a minimum, the initial twelve (12) month term, or the first anniversary of the Agreement, whichever one applies ("First Term"). Service Provider may request an increase to the Billable Rate after the First Term and any subsequent Term provided Service Provider gives Thornton written notice a minimum of sixty (60) Calendar Days before the upcoming term.
- b. Under no circumstances shall any billable hourly rate increase exceed the inflation rate based on the Denver-Aurora-Lakewood Consumer Price Index and published by the Bureau of Labor Statistics or as agreed to in writing by Thornton. The revised Billable Rate shall only be effective by written Amendment of this Agreement executed by Thornton.

H. Changes to Service Provider's Scope of Services.

1. A change in the Service Provider's Scope of Services shall constitute any change or amendment of Services, which is different from or additional to Service Provider's Scope of Services as defined in **Exhibit A** of this Agreement.
2. Work thereunder. All Minor Changes shall be made in writing and signed by the authorized representatives of both Parties.

3. No change to the General Scope of Services, including any requested changes to contractually established billable/unit rates, shall be effective or paid unless authorized by a written Amendment executed by Thornton's City Manager ("Manager") or Manager's designee(s) with the same formality as this agreement.
4. Except as expressly provided herein, no agent, employee, or representative of Thornton has the authority to change or modify - directly or by an implied course of action, the Scope of Services or the terms of this Agreement.
5. If Service Provider proceeds without such written authorization, then Service Provider shall be deemed to have waived any claim for additional compensation, including a claim based on a theory of promissory estoppel, unjust enrichment, quantum meruit, or implied Agreement.

**I. Compliance with All Laws and Regulations.**

1. All of the Services performed under this Agreement by Service Provider shall comply with all applicable laws, rules, regulations, and codes of the United States and the State of Colorado and with the charter, ordinances, and rules and regulations of Thornton.
2. The Service Provider's attention is directed to the fact that all applicable state and federal laws, county and city ordinances, licenses and regulations of all authorities having jurisdiction over this Agreement and the Services shall apply to this Agreement throughout and they will be deemed to be included in this Agreement the same as though herein written out in full.

**J. Confidentiality Obligations.**

1. To the extent Service Provider requires Thornton to provide Service Provider with its reports and other data ("Confidential Information") as may be available to Thornton and reasonably required for Service Provider to perform the Services, Service Provider will keep Thornton's Confidential Information secret and will not disclose it to any third party, take or misuse any of the Thornton's Confidential Information, or any other information Service Provider acquires or has access to because of its provision of Services.
2. At all times this Agreement is in effect, Service Provider will not use or seek to use any of Thornton's Confidential Information for the Contractor's own benefit or for the benefit of any other person or business or in any way adverse to Thornton's interests.
3. Thornton's Confidential Information is Thornton's exclusive property, therefore, on Thornton's request or the termination of this Agreement, Service Provider will promptly return Thornton's Confidential Information including all

documents, disks or other computer media or other materials in the Service Provider's possession or control containing any of Thornton's Confidential Information.

4. After this Agreement terminates, the Service Provider will preserve and not disclose directly or indirectly to any third party Thornton's Confidential Information and will promptly advise Thornton of any unauthorized disclosure or use of its Confidential Information by any person or entity.
5. Service Provider is authorized by Thornton to retain copies of its documents at Service Provider expense.
6. In regards to any electronic devices with data storage capability, including but not limited to, computers and copiers used by the Service Provider in connection with the performance of Services pursuant to this Agreement, Service Provider represents the following:
  - a. All devices, such as copiers or fax machines that are not intended to be a data storage device for purposes of performing the Services shall be routinely scrubbed, either manually or automatically, to delete any Confidential Information related to the Services.
  - b. When any electronic device with data storage capacity is taken out of service, all such devices will be securely scrubbed of all data related to Thornton's Project and all data storage drives will be physically destroyed before disposing of the device to insure no Confidential Information belonging to Thornton could ever be retrieved from such device.

**K. Ownership of Work Product.**

1. All Services, data, drawings, designs, plans, reports, studies, computer programs (nonproprietary), computer input and output, analyses, tests, maps, surveys, or any other materials ("Work Product") developed by Service Provider shall be the sole and exclusive property of Thornton. Service Provider agrees to transfer the Work Product's copyright, trademark, or other intellectual property rights for no additional cost to Thornton. However, any reuse of Work Product other than for the specific intended purpose of this Agreement by Thornton without written authorization by Service Provider will be at Thornton's risk.
2. Before disposing of any Work Product materials Service Provider shall provide Thornton with a ten (10) Calendar Day written notice indicating it has Work Product materials, to give Thornton a reasonable opportunity to take physical possession of Work Product materials.

3. Aerial photography supplied by Thornton to Service Provider shall not be utilized for any purpose other than to perform the Services on behalf of Thornton.

### III. MISCELLANEOUS TERMS

A. **Indemnification.** To the fullest extent permitted by law, Service Provider agrees to defend, indemnify and hold harmless Thornton, its officers, agents and employees, from and against all liability, judgments, damages or losses which arise out of, result from, or are in any manner connected with the Services to be performed under this Agreement, to the extent it is determined such liability, judgments, damages or losses were caused by the negligent acts, errors, or omissions of Service Provider, any subcontractor of Service Provider, or any officer, employee or agent of Service Provider, or anyone else employed directly or indirectly by any of them or anyone for whose acts any of them may be liable and will pay to Thornton any expenses incurred by reason of such liability, judgments, damages or losses, including, but not limited to, court costs and reasonable attorneys' fees incurred in defending or investigating such claims. Such payments on behalf of Thornton shall be in addition to any and all other legal remedies available to Thornton and shall not be considered Thornton's exclusive remedy.

B. **Insurance.** The Service Provider agrees to procure and maintain in force during the term of this Agreement, at its own cost, the following coverages:

1. **Worker's Compensation Insurance.** Workers' Compensation Insurance as required by the Labor Code of the State of Colorado and Employer's Liability Insurance. Statutory limits are required. Evidence of qualified self-insured status may be substituted.

2. **Commercial General Liability Insurance (MINIMUM LIMITS)**

a.	Each Occurrence	\$2,000,000
b.	Products/Completed Operations Aggregate	\$1,000,000
c.	Personal and Advertising Injury	\$1,000,000
d.	General Aggregate	\$2,000,000

The policy shall include coverage protecting against bodily injury, property damage, and personal injury claims arising from the exposures of (i) premises-operations; (ii) products and completed operations including materials designed, furnished, and/or modified in any way by Service Provider; (iii) independent subcontractors; (iv) contractual liability risk covering the indemnity obligations set forth in this Agreement; and (v) where applicable, liability resulting from explosion, collapse, or underground exposures. The coverage shall not exclude faulty workmanship as a covered occurrence.

If the above insurance is written on a claims-made form, it shall continue for three (3) years following termination of this Agreement. The insurance shall provide for a retroactive date of placement prior to or coinciding with the effective date of this Agreement.

3. Automobile Liability Insurance. Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000) for any one (1) occurrence. This insurance will insure against bodily injury and/or property damage arising out of the Service Provider's operation, maintenance, use, loading or unloading of any auto including owned, non-owned, hired, and employee autos.
4. Additional Insured. The Service Provider shall name Thornton, its officers, agents, and employees as additional insureds with respect to the Commercial General Liability and Auto Liability coverages required herein.
5. Certificates of Insurance. An initial Certificate of Insurance shall be completed and forwarded, along with the Additional Insured Endorsement, to Thornton by the Service Provider's Insurance Agent(s) as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect and shall be subject to review and approval by Thornton prior to commencement of any Services under this Agreement.
  - a. The Vendor's contact information, including, name, phone number, and e-mail address for future inquires and updates,
  - b. The Agreement or Project name and number associated with the Certificate of Insurance; and
  - c. All Endorsement pages.

These documents shall be sent to:

City of Thornton  
Attention: Denise Serna, Purchasing Analyst  
9500 Civic Center Drive  
Thornton, CO 80229-4326

Subsequent Certificates of Insurance indicating renewal of coverage(s) shall be sent to Thornton's Risk Manager at [certificatesofinsurance@ThorntonCo.gov](mailto:certificatesofinsurance@ThorntonCo.gov) no later than thirty (30) Calendar Days prior to the expiration date along with the renewal Additional Insured Endorsement, and shall indicate "Renewal COI" and the Project Number in the e-mail subject line. Thornton reserves the right to request and receive a certified copy of any policy and any endorsement thereto. Service Provider

agrees to execute any and all documents necessary to allow Thornton access to any and all required insurance policies and endorsements pertaining to this particular Project.

6. Failure to Insure. Failure on the part of the Service Provider or subcontractor to procure or maintain policies providing the required coverages, conditions, and minimum limits **shall constitute a material breach of Agreement upon which Thornton may immediately terminate this Agreement**, or at its discretion, Thornton may procure, or renew any such policy, or any extended reporting period thereto, and may pay any and all premiums in connection therewith, and all monies so paid by Thornton shall be repaid by Service Provider to Thornton upon demand, or Thornton may offset the cost of the premiums against any monies due to Service Provider from Thornton.
7. Other Insurance Requirements.
  - a. Service Provider shall procure and maintain and shall cause any subcontractor of the Service Provider to procure and maintain the minimum insurance coverages listed herein. Such coverages shall be procured and maintained with forms and insurers acceptable to Thornton. All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Service Provider pursuant to this section. The coverage shall not exclude faulty workmanship as a covered occurrence. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
  - b. Every policy required above shall be primary insurance and any insurance carried by Thornton, its officers, or its employees shall be excess and not contributory insurance to that provided by the Service Provider. The Service Provider shall be solely responsible for any deductible losses under the policies required above.
  - c. Service Provider shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure and maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.
  - d. All policies shall include a provision that the coverages afforded under the policies shall not be canceled or materially changed prior to the natural termination date or until at least thirty (30) Calendar Days prior written notice has been sent to Thornton. The Certificate(s) shall indicate the form used, if any, under which this provision is included.

C. **Independent Contractor.**

1. It is understood and agreed by and between the Parties that the status of the Service Provider shall be that of an independent contractor and of a person retained on a contractual basis to perform professional and/or technical services for limited periods of time and it is not intended, nor shall it be construed, that the Service Provider is an employee or officer of Thornton under Chapter VII of the City Charter, or Chapter 54 of the City Code, or for any purpose whatsoever.
2. Without limiting the foregoing, the Parties hereby specifically acknowledge that **the Service Provider is not entitled to unemployment insurance benefits unless unemployment compensation coverage is provided by the Service Provider or some other entity besides Thornton, that the Service Provider is not entitled to Workers' Compensation benefits from Thornton and that the Service Provider is obligated to pay federal and state income tax on any monies earned pursuant to this Agreement.** The Parties further acknowledge that the provisions of this paragraph are consistent with the Service Provider's insurance obligations that are set forth in this Agreement.

D. **Governmental Immunity.** The Parties hereto understand and agree that Thornton, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. 24-10-101 et seq., as from time to time amended, or otherwise available to Thornton, its agents, officers, or employees.

E. **Grounds for Termination.**

1. **Termination for Convenience by Thornton.** In the event this Agreement is terminated for convenience, Thornton shall issue a written Notice to Terminate and Service Provider will be paid for all Services previously authorized and completed up to the date of Termination. Service Provider shall not be entitled to profit or overhead on uncompleted Services.
2. **Termination for Cause.** If Service Provider substantially or materially breaches the terms of this Agreement, or defaults in fulfilling the applicable terms and conditions of this Agreement shall be cause to terminate this Agreement and Thornton may seek to exercise all available legal and/or equitable remedies.
3. **Termination for Non-Appropriations.** In the event that Thornton City Council fails to appropriate funds for the continuation of this Agreement for any fiscal year past the initial year, Thornton may, at the beginning of the fiscal year for which the City Council does not appropriate such funds and upon prior written notice as provided for, may terminate this Agreement without penalty and be released of further obligations.

F. **Notice.** Any notice or communication between Service Provider and Thornton which may be required, or which may be given, under the terms of this Agreement shall be in writing, and shall be deemed to have been sufficiently given when directly presented or sent pre-paid, first class, United States mail, addressed as follows:

THORNTON: City of Thornton  
Attention: Andrew Miskell, CPPB, Purchasing Manager  
9500 Civic Center Drive  
Thornton, CO 80229-4326

SERVICE PROVIDER: \_\_\_\_\_  
Attention: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

G. **Applicable Law, Venue, Statute of Limitations.** This Agreement shall be governed by the laws of the State of Colorado. Any legal action concerning the provisions hereof shall be brought in the District Court, County of Adams, State of Colorado. Any action arising out of or relating to this Agreement or the Services asserted by the Service Provider against Thornton shall be brought within two (2) years from when the action accrued, pursuant to C.R.S. § 13-80-102(h).

H. **Assignment.** Service Provider agrees not to assign, pledge, or transfer its duties and rights in this Agreement, in whole or in part, without first obtaining the written consent of the Manager.

I. **No Waiver of Rights.** No assent, expressed or implied, to any breach of any one (1) or more of the terms and conditions of this Agreement shall be deemed to be or taken to be by Thornton a waiver of any subsequent breach of any such terms and conditions.

J. **Inspection of Records.** In connection with the Services performed hereunder, Thornton and any of its duly authorized representatives shall have access to all of Service Provider's books, documents, papers, and any other records of Service Provider which relate to the Services. Service Provider further agrees that such records shall contain information concerning the personnel who performed the Services, the specific tasks they performed, and the hours they worked. Service Provider shall retain these records for three (3) years after termination of this Agreement.

K. **Conflict of Interest.** Service Provider agrees that it and its subsidiaries, affiliates, subcontractors, principals, or employees shall not engage in any transaction, activity, or conduct which would result in a conflict of interest. Service Provider represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities, or conduct that would affect the

judgment, actions, or services of Service Provider by placing Service Provider's own interests, or the interest of any party with whom Service Provider has a contractual arrangement, in conflict with those of Thornton. Thornton, in its sole discretion, will determine the existence of a conflict of interest and may terminate this Agreement in the event such a conflict exists after it has given Service Provider written notice that describes the conflict. Service Provider shall have twenty (20) Calendar Days after the notice is received to eliminate or cure the conflict of interest in a manner acceptable to Thornton.

- L. **Coordination of Services.** Service Provider shall fully coordinate its services with other service providers, contractors, or other entities performing Services on the Project that interfaces with or is affected in any way by Service Provider's services, and with any interested city or other governmental agencies.
- M. **Non-Discrimination.** Service Provider, its agents, employees, and subcontractors shall not discriminate on the basis of race, color, creed, national origin, ancestry, age, gender, religion, or mental or physical disability in any policy or practice.
- N. **Advertising, Public Disclosure.** Service Provider shall not include any reference to this Agreement or to Services performed hereunder in any of its advertising or public relations materials without first obtaining the written approval of the Manager or their designee.
- O. **Time is of The Essence.** The Parties agree that in the performance of the terms and requirements of this Agreement by Service Provider that time is of the essence.
- P. **Inurement.** The rights and obligations of the Parties set forth herein shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns permitted under this Agreement.
- Q. **Headings.** The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.
- R. **Joint Venture.** If a Joint Venture, participants shall be jointly and severally liable to Thornton for the performance of all duties and obligations of Service Provider set forth in this Agreement.
- S. **Taxes and Licenses.** Service Provider shall promptly pay, when they are due, all taxes, excises, license fees, and permit fees of whatever nature applicable to the services and shall take out and keep current all required municipal, county, state, or federal licenses required to perform the work. Service Provider shall furnish Thornton, upon request, duplicate receipts or other satisfactory evidence showing or certifying to the proper payment of all required licenses and taxes. Service Provider shall promptly pay, when due, all bills, debts, and obligations it incurs performing the Services and allow no lien, mortgage, judgment, or execution to be filed against land, facilities, or improvements owned by Thornton.

- T. **Severability.** In the event any of the provisions, or applications thereof, of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions, or applications thereof, shall not be affected.
- U. **No Third Party Beneficiaries.** The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement, shall be strictly reserved to Thornton and Service Provider nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreement. It is the express intention of Thornton and Service Provider that subcontractors and any other persons other than Thornton or Service Provider receiving any benefits from this Agreement shall be deemed to be incidental, and not intended, beneficiaries only.
- V. **Electronic Signatures and Electronic Records.** The Parties consent to the use of electronic signatures. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the Parties in the manner specified by any applicable City regulation, rule, and/or ordinance. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.
- W. **Entire Agreement.** The Parties acknowledge and agree that the provisions contained herein constitute this entire Agreement and that all representations made by any officer, agent, or employee of the respective Parties unless included herein are null and void and of no effect. No alterations, amendments, changes, or modifications to this Agreement, except those that are expressly reserved herein to the Manager or their designee, shall be valid unless they are contained in an instrument that is executed by the Parties with the same formality as this Agreement.

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This Agreement is expressly subject to and will not become effective or binding on Thornton until it is fully approved and executed by Thornton.

APPROVED AS TO LEGAL FORM:  
Tami Yellico, City Attorney

CITY OF THORNTON, COLORADO:

By: \_\_\_\_\_  
Michael J. Hickman  
Senior Assistant City Attorney

\_\_\_\_\_  
Kimberly Newhart  
Finance Director

ATTEST:  
  
\_\_\_\_\_  
Kristen Rosenbaum, City Clerk

CITY OF THORNTON, COLORADO:  
  
\_\_\_\_\_  
Sean Saddler, PE  
Support Services Director

ATTEST FOR FIRM SIGNATURE: (If corporation)	<b>INSERT FIRM NAME:</b>
_____ Signature	_____ Signature
_____ Print Name	_____ Print Name
_____ Title	_____ Title

## EXHIBIT A

### SERVICE PROVIDER'S SCOPE OF SERVICES

The Guards shall guard and protect all real and personal property at Thornton's City Hall and Municipal Court. The Guards shall be responsible for protection of Thornton property and environs as well as the safety of individuals in the buildings. Guards may rotate positions and locations as approved by Thornton's identified Representatives. Thornton's primary representatives shall be the Maintenance Services Manager and the Court Administrator, unless otherwise notified in writing.

The term "Guard(s)" shall mean armed Guards performing security screening and Court Bailiff duties.

#### **VENDOR GENERAL REQUIREMENTS**

##### A. Vendor (Vendor) Requirements:

The Vendor agrees not to allow any person to perform armed Guard Work, in excess of fourteen (14) hours in any twenty-four (24) hour period unless the work periods are separated by an eight (8) hour non-duty period. This shall include total Work hours at other locations or at a secondary employment. Further, each Guard shall have at least twenty-four (24) consecutive hours off each week and will normally have two (2) such periods, preferably consecutive. Exceptions can be made on rare occasions when Council Meetings run longer than expected (Guards may not abandon post without other coverage while City Hall remains open or public meetings are in progress).

Thornton may designate a minimum and maximum total hours per day and per week, per Guard, to ensure post familiarity as well as performance proficiency.

The Vendor shall have an established local office and a Central Operations Office (can be at same location) for the purpose of overseeing and providing functions of security Work. The local office, if different from the Central Operations Office, shall be located within the front range area including Fort Collins, Denver and Colorado Springs corridor.

The Vendor shall have a minimum of five (5) years' experience performing or providing security Work of this type, and the Guards assigned by Vendor to Thornton's account must be properly trained/certified to conduct the required services, as further outlined below.

##### 1) Proficiency and Certification Requirements:

Vendor shall take all steps necessary to ensure that all Guards assigned to Thornton have demonstrated proficiency in the use and handling of firearms, tasers, and other security equipment as appropriate. The Thornton Police Department reserves the right to verify an individual's proficiency.

## 2) Adherence to Requirements:

Vendor shall comply with all applicable federal, state and local security service laws and the rules and regulations of any lawful regulatory body acting hereunder, including amendments and changes as they occur.

Vendor shall ensure Guards assigned to Thornton have all required certification credentials and licenses at all times. Each Guard assigned to Thornton shall have attained these credentials prior to the assignment of security duties. Vendor shall furnish Thornton's Representative a list, in writing, of personnel with their assigned license or permit number. Vendor shall provide an updated list to Thornton's Thornton Representative as changes occur.

Travel time or expenses to and from the Court and City Hall buildings for Vendor's personnel are not allowable (see Sample Agreement).

## **TRAINING**

Vendor shall provide all training not unique to Thornton and subsequent to initial orientation and on-site placement. Thornton will provide specific on-site training in relation to Thornton's guidelines and procedures for Guards for both the Municipal Court and City Hall.

It is inevitable that, in many instances concerning criminal or emergency situations, Guards will be the first individuals on the scene. The Guards' reaction to the situation could make the difference between successfully protecting lives and property, or disaster. Vendor shall train Guards to view the serious consequences that could arise from inappropriate action or inaction.

Vendor personnel assigned to Thornton shall be required to attend a pre-assignment training course provided by the Vendor that conducts certified firearms, and taser training. Vendor shall be responsible for training and managing the Guards. Vendor shall ensure each Guard assigned to Thornton has understanding of the following:

- Operational knowledge of contract security services;
- Public relations;
- Personal appearance;
- Maintenance of uniform and/or equipment;
- Attendance requirements;
- Communication skills;
- Teamwork skills;
- Sound judgment and discretion;
- Ability to handle multiple tasks and prioritize effectively;
- Basic note taking and reporting;
- Basic role of public law enforcement;
- Prevention versus apprehension;

- Search and seizure;
- Arrest powers;
- Use of force;
- How to handle emergencies, which includes, but is not limited to, the following items: crimes in progress, bomb threats, fires, explosions, riots, medical crises, and proper response to alarms;
- Inspections;
- Basic interviewing techniques;
- Basic patrol techniques;
- Safeguarding of valuable property;
- Surveillance;
- Safety;
- Basic firearms, tasers; night stick, disabling spray, and handcuff training; and
- Various security devices and equipment includes, but is not limited to, the following items: Parcel X-Ray machine, Magnetometer, and handheld scanner.

**A. Firearms Training should include, but not necessarily be limited to, the following:**

- Vendor and Thornton's policies on use of weapons;
- Legal limitation and restrictions;
- Basic firearms safety;
- Care and cleaning of firearms;
- Basic pistol training;
- Taser use and handling; and
- Combat firing qualification and certification.

Guards assigned to new posts shall be oriented and instructed by Vendor's supervisor before commencing the tour of duty. Instruction shall be comprehensive so that Guards may effectively and efficiently perform the duties required.

**B. Formal classroom basic training shall include:**

- Prevention/protection training; in such areas as patrolling, checking for hazards, personnel control, access control, identification, and law enforcement/private security relations.
- Enforcement training; should include such areas as surveillance, searching techniques, handling of juveniles, traffic control, enforcement of employee work rules and regulations, observation/description, criminal/civil law, and interviewing techniques.
- General emergency services training; including such areas as first aid, defensive tactics, fire emergencies, communications, crowd control, and crimes in progress.



- Specific problems training; including vandalism, arson, burglary, robbery, theft, drugs/alcohol, employee theft, sabotage, espionage, and terrorism.

Supervised on-the-job training means that personnel receive close observation and supervision. Merely being assigned to a job will not be considered on-the-job training. Thornton may require evidence of satisfactory completion of required training for all Guard personnel assigned to Thornton.

Thornton will provide initial orientation of the sites and familiarization with the Post Orders. Vendor shall be responsible for orienting all Guard personnel including any replacement personnel.

Training of replacement personnel will be identical to the initial Guard service training and the expense thereof shall be the sole responsibility of Vendor.

All expenses associated with training personnel shall be borne by and be the sole responsibility of Vendor.

Thornton may waive training requirements if the training and the experience of the prospective personnel is such that Thornton deems that further training is unnecessary. Any such waiver must be requested in writing by the Vendor, for approval by the Court Representative or designee.

**IN NO INSTANCE WILL THE GUARD(S) ACT IN THE CAPACITY OF A POLICE OFFICER AND THE POWER OF ARREST WILL BE LIMITED TO THAT OF A PRIVATE CITIZEN.** In the event of any criminal activity or arrest, immediate notification of the Thornton Police should be accomplished directly by phone or radio. The Guard(s) shall contact Thornton's designated 9-1-1 Dispatch Center, if Guard(s) has accessibility to radio or phone. If an incident is not an emergency, Thornton Representative or their designee(s) should be contacted for direction.

Vendor may periodically request an additional guard to be stationed at either the Court or City Hall for the purposes of accommodating necessary training. Written approval for the additional personnel must be provided prior to commencing with the additional staffing on site. Additional personnel and training remain subject to any established NTE amounts unless the NTE amount is approved in writing by Thornton.

## **EQUIPMENT AND UNIFORMS**

Except where otherwise specified, Vendor shall furnish all equipment and material necessary for the performance of services, including uniforms, badges, side arms, tasers, disabling spray, and handcuffs. In the event that it is necessary for Vendor to use designated Thornton radio frequencies, Vendor shall do so only after receiving written permission from Thornton's Representatives.

A complete and distinct uniform shall be worn. It shall not be of such a cut, design, color, or decoration as to allow the wearer to be mistaken for a Thornton Police Officer. The uniform



must be clean and neatly pressed with shoes shined at all times. Guards are expected to maintain the highest standards of personal hygiene. Guards will be required to have neatly trimmed, well-groomed hair.

### **ACCOUNTABILITY FOR THORNTON PROPERTY**

All property furnished by Thornton under the established Agreement shall remain the property of Thornton. Any property furnished by Thornton to fulfill contractual requirements which is lost or damaged, resulting from improper use or negligence by Vendor's employees shall be repaired or replaced by Thornton. The costs of such repairs or replacements will be billed to Vendor or deducted from invoices due Vendor. All Guards shall sign in/out in the guard log for Thornton Representatives, giving the disposition of any equipment required for use during their shift.

### **USE OF THORNTON PROPERTY/EQUIPMENT**

Vendor's employees shall not disturb books or papers on desks, in open desk drawers or in files or cabinets, or use any Thornton property/equipment such as computers, copy machines, adding machines, TVs, video equipment, or telephones unless use of such equipment is required as a job function or is otherwise approved by Thornton's Representatives. Guards who must eat while on their tour of duty shall leave the area in which they eat clean and free of refuse.

### **SAFEGUARDING THORNTON PROPERTY**

Vendor shall take all reasonable precautions to safeguard and protect Thornton property.

In the event there is loss, theft, or damage, it shall be reported to Thornton's Representatives or designees immediately upon finding. If there is reasonable cause to believe contract personnel may have been involved, Thornton may require (at Vendor's expense) a polygraph test for those so implicated. The tests shall be administered by a polygraphist that has been approved by Thornton's Representatives or camera technology as used by Thornton.

### **PERIODIC MEETINGS**

In order to facilitate the service performed by Vendor, the corporate executives of Vendor, or such other officers as specified, are expected to meet with Thornton's Representatives. The purpose of such meetings shall be to review the performance of Vendor, as well as areas in need of service and operating issues of mutual concern to the parties involved. Meetings will be held at Thornton City Hall at a schedule mutually agreeable, typically on a quarterly basis. Thornton will incur no additional charges for meetings with Vendor management or executives.

In addition to periodic meetings with Thornton's Thornton Representatives or designee(s), Vendor will perform on-site visits at least once per quarter every year to evaluate the Guard's work. Results of such visits are to be included in periodic reports as listed in B.12 Reports. The cost for such visits are inclusive in the billable rates for guard services.

## **REPORTS**

Vendor shall designate a supervisor who shall submit daily Reports to Thornton's Representatives concerning activity at each site and the supervisory checks of assigned Guard(s) and concerning any unusual circumstances reported in writing by the Guard(s). The reports shall include the following at a minimum:

1. Number of visitors;
2. Maintenance issues identified;
3. Reports of incidents;
4. Reports of confiscated contraband; and
5. Reports of Guard activities, including time in and out at each site, perimeter patrols, etc.

In addition, a supervisor, other than a guard assigned to the facility, shall submit monthly summary reports summarizing the information reported in daily reports.

- Be responsible for random checks, inspection and monitoring of Vendor's Work;
- Ensure compliance with the established Agreement requirements; and
- Follow through to assure all defects and omissions are corrected.

## **REPLACEMENT OF PERSONNEL**

Notwithstanding the requirements of the General Service Agreement, Article III, Miscellaneous Terms, Paragraph L, Coordination of Work, at Thornton's request, Vendor shall remove Guards immediately from assignment who are involved in any of the activities listed below during the term of this assignment. Thornton further reserves the right to approve any reassignment or replacement of assigned personnel. These shall include, but are not limited to:

- Conviction of any felony, and/or conviction of any misdemeanor which reflects unfavorably on Thornton;
- Suspension or revocation of Colorado's Driver License;
- Formally charged with a criminal offense, the nature of which may make him/her unable to meet the minimum qualifications;
- Neglect of duty, which includes, but is in no way limited to: sleeping while on duty, unreasonable delays or failure to carry out assigned tasks, conducting personal affairs during official time, and refusing to render assistance or cooperation in upholding the integrity of the security program;
- Falsification of unlawful concealment, removal, mutilation or destruction of any official documents or records, or concealment of material facts by willful omissions from official documents or records;
- Disorderly conduct, which includes, but is not limited to, use of abusive or offensive language, quarreling, intimidation by words, actions, or fighting;
- Participation in disruptive activities which interfere with the normal and efficient operations of Thornton;
- Theft, vandalism, or any other criminal actions;

- Selling, consuming or being under the influence of intoxicants, drugs, or other substances which produce similar effects;
- Improper use of official authority, or credentials;
- Unauthorized use of communication equipment or Thornton property;
- Misuse of weapon(s);
- Violation of security procedures and regulations; and
- Engagement in any other such activity, which, in Thornton's opinion, may constitute improper conduct or dereliction of assigned duties.

Vendor shall immediately replace any of its employees so removed with personnel meeting or exceeding the minimum requirements outlined in this Scope of Work. Any additional expense resulting from such action will be borne by, and shall be paid by Vendor, and will not be reimbursed by Thornton.

### **GUARD MINIMUM QUALIFICATIONS**

It is understood by both Parties hereto that personnel performing Guard duty must be alert at all times. Vendor shall ensure that all of its Guards meet the following minimum standards. Vendor shall not assign any Guard(s) to the facility, which fail to meet the minimum standards without written consent from Thornton's Representatives or designee:

- Be an employee of the Vendor;
- Ability to be mindful, aware, and alert of visitors, personnel, facility, and exterior surroundings;
- Twenty-one (21) years or older;
- Ability to read, write, and speak the English language fluently; Spanish fluency in addition is desirable;
- High school education or equivalency;
- Ability to meet and deal with the general public;
- Ability to work constructively within a team;
- Ability to make written or verbal reports of his/her activities readily understandable to supervisors;
- Ability to communicate effectively both verbally and in writing;
- Ability to read, understand, and apply written rules, detailed orders, instructions and training materials;
- Ability to maintain poise and self-control under stress;
- No felony convictions;
- No misdemeanors, which in the opinion of the Court Manager or Thornton designee, could interfere with execution of job duties;
- Possess a valid Colorado Driver's License; and
- Ability to demonstrate manual dexterity including, but not limited to, stand, walk, run, hear, and see.

Thornton reserves the right to verify information concerning Guard(s) qualifications. The final decision as to acceptability for assignment to Thornton of an individual will rest with Thornton.



Thornton requires background checks on Guards assigned to the Court and City Hall buildings by Vendor. Vendor is responsible for background checks through the Colorado Bureau of Investigation (CBI) Security and Awareness Queries only, testing, and fingerprints and any costs associated with background checks and fingerprinting that shall include, but are not limited to:

- Driving record;
- Criminal record;
- National Crime Information Center (NCIC);
- Credit check;
- Psychological profile; and
- Pre-employment questions utilizing a Voice Stress Analyzer or Polygraph to monitor responses.

Vendor agrees that the protection service provided shall be performed by qualified and efficient employees of the Vendor in the strictest conformity with best practices and in accordance with the standard rules issued by Thornton, and such other special instructions as may be deemed necessary.

Vendor shall provide Thornton with workers who are free of alcohol and/or drugs. The use of alcohol and/or drugs or narcotics on the job or being under their influence when reporting for Work is prohibited. Use of prescription and over-the-counter drugs are allowed as long as they do not interfere with an employee's ability to perform the assigned job tasks or duties.

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**TASK DESCRIPTIONS BY LOCATION****A. City Hall**

Vendor shall provide two (2) armed uniformed Guards to perform the duties of City Hall security. The armed Guards shall guard and protect all real and personal property at Thornton's City Hall. The armed Guards shall be responsible for protection of Thornton property and environment as well as the safety of individuals in the City Hall.

**1) Purpose:**

Vendor shall provide for the basic security and crime prevention needs of the City Hall building, to protect the organization, its property, employees, clients, customers, and guests.

Vendor shall provide all management, supervision, manpower, materials, supplies, and equipment (except as otherwise provided for herein).

Vendor shall plan, schedule, coordinate, and assure effective performance of all work described herein.

**2) Armed Guard – City Hall:**

City Hall Hours: 7:45 a.m. to 5:30 p.m., Monday through Friday, with overtime as needed.

There may be occasions when Guards shall perform guard duties outside of normal hours to assist with public entering the building or while inside the building during elections, meetings, and other events that would require screening and public safety.

Travel time or expenses to and from City Hall for Vendor's personnel shall not be compensated.

**3) Nature and Scope:**

Guards are assigned to a fixed station and are directly responsible for crime detection, crime prevention and deterrence, and control of entrance and exit of personnel and the general public. The primary responsibility is to provide physical security, personnel security, and informational security, by using techniques designed to limit or severely curtail the opportunities for successful completion of criminal activities. Vendor is responsible for providing the following basic services (at a minimum):

- Detection and control of weapons;
- Prevention and detection of intrusion;
- Prevention of unauthorized activity; control, subdue, disarm, or apprehend persons threatening violence;
- Prevention of vandalism;
- Prevention and detection of theft, loss, fire, and safety hazards;
- Protection of Thornton tools, equipment, and other valuable items or documents;
- Regulation of direction and flow of movements of the public and employees;
- Protection of individuals from bodily harm;
- Enforcement of rules, regulations and policies related to crime reduction;
- Assistance with control of prisoners; and
- Detection of contraband and prevention of entry of contraband into the Court and City Hall buildings.

The assigned Guards shall establish and maintain effective working relationships with local law enforcement personnel and the entire criminal justice system with which they have contact. Guards must be able to document and complete required document logs and incident report forms as needed. Guards shall also perform other-related Work as required or assigned by Thornton's Representatives.

The Guard shall be responsible for operating a metal detection device, X-Ray equipment, handheld scanner, and any other security equipment which may be added to City Hall's building security system.

4) Scheduled Meetings:

a. After Hours Meetings:

All After-Hour Meetings are scheduled during the business hours by various departments and are scheduled on the Conference Room Calendars by the Support Services Administrative Staff or City Clerk staff for the Council Chambers. The meeting should include the Conference Room, date and time and the Subject line should include the meeting name and the meeting organizer and phone extension. Guards shall check the Conference Room calendars daily for any scheduled after-hour meetings and report to the On-site Supervisor. Vendor shall coordinate guard coverage of all after-hour meetings.

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## **B. Municipal Court**

Vendor shall provide two (2) armed uniformed Guards at the Municipal Court building. One (1) armed Guard to perform the duties of Municipal Court security and (1) armed uniformed guard to serve as the Court Bailiff.

The armed Guard shall guard and protect all real and personal property at the Thornton Municipal Court. The armed Guard shall be responsible for protection of Thornton property and environment as well as the safety of individuals in the Municipal Court.

### 1) Armed Guard – Security Screening Duties:

Guard shall be at the designated post between 6:45 a.m. to 5:05 p.m., Monday through Thursday, with possible overtime. Post hours vary and may require Guard to work through lunch hour if coverage is not provided by Vendor.

### 2) Nature and Scope:

Guard is assigned to a fixed station and is directly responsible for crime detection, crime prevention and deterrence, and control of entrance and exit of personnel and the general public. The primary responsibility is to provide physical security, personnel security, and informational security, by using techniques designed to limit or severely curtail the opportunities for successful completion of criminal activities. Vendor is responsible for providing the following basic services (at a minimum):

- Detection and control of weapons;
- Prevention and detection of intrusion;
- Prevention of unauthorized activity; control, subdue, disarm, or apprehend persons threatening violence;
- Prevention of vandalism;
- Prevention and detection of theft, loss, fire, and safety hazards;
- Protection of City tools, equipment, and other valuable items or documents;
- Regulation of direction and flow of movements of the public and employees;
- Protection of individuals from bodily harm;
- Enforcement of rules, regulations and policies related to crime reduction;
- Assistance with control of prisoners; and
- Detection of contraband and prevention of entry of contraband into the Court area.

The assigned Guards shall establish and maintain effective working relationships with local law enforcement personnel and the entire criminal justice system with which they have contact. Guards must be able to document and complete required logs and incident report forms as needed. Guards shall also perform other-related Work as required or assigned by Thornton's Court Manager or designee.

The Guard shall be responsible for operating a metal detection device, X-Ray equipment, handheld scanner, and any other security equipment which may be added to the Court's security system.

3) Armed Guard – Bailiff Duties:

Guard shall be at the designated post between 6:45 a.m. to 4:45 p.m., Monday through Thursday with possible overtime. Post hours vary and may require Guard to work through lunch hour if coverage is not provided by Vendor.

4) Nature and Scope:

The Guard performing in the capacity of the Bailiff shall be responsible for a variety of administrative support functions, including, assisting with security duties and removing unruly individuals from the Court. The Guard assumes responsibility for monitoring prisoners appearing in Court, helps maintain order in Court areas, and assists in removing remanded prisoners from Court. Guard shall work closely with the Thornton Police Department to monitor defendants with active warrants or those individuals being taken into custody. Guard shall assist in confirming and coordinating arrests of defendants with municipal or other agency warrants.

Additional Guard duties may include:

- Check attendance of defendants, witnesses, jurors, interpreters, defense attorneys, and other parties in Court. Guard shall sequester witnesses or impaneled jurors as instructed, call witnesses, prepare files for check-in, and routing of files.
- Distribute advisement of rights, procedural explanation forms, and change of address forms.
- Distribute copies of dockets and statistics to the appropriate individuals.
- Coordinate and transfer court files between Court Offices, Prosecuting Attorneys, and Courtrooms. When appropriate, communicate to those affected by the location of files and Court parties.
- Announce the judge for Court sessions.

Guard shall ensure courtrooms are prepared for proceedings. Inspect courtrooms, Judge's chambers, and related offices/areas to coordinate required maintenance. Report problems within an acceptable time frame.

Guard shall instruct and ensure evacuation of those present for Court during emergencies.



Guard shall provide information to defendants, attorneys, police officers, and the public regarding assigned duties.

Guard shall assist and provide support to the Court judges during Court proceedings and Court Specialists' office as needed.

Guard shall follow Post Orders and work cooperatively with Court Staff assisting Court Staff when requested with additional duties as assigned.

Guard shall refrain from giving legal advice.

**C. Other Locations/Events as Needed**

Thornton may request armed guard services at other locations or events, from time to time, on an as-needed basis. Examples of possible events include cold weather warming centers or other special events not otherwise anticipated. Such services will be provided for at the standard rates for guard services established in the agreement.

**CALL PROCEDURES:**

- a. Vendor shall establish a Point of Contacts for Thornton.
- b. Guards shall send a follow-up email shared with each site (i.e., timesheet tracking, documentation of occurrence(s)).
- c. Vendor shall provide Guard information for planned absences, changes to guards, etc., one (1) week in advance, and in writing to all established Point of Contacts.



**EXHIBIT B**

**SERVICE PROVIDER'S PERSONNEL AND SUBCONTRACTORS  
LISTING**

**TO BE INCLUDED IN AWARDED VENDOR AGREEMENT**

DRAFT



**EXHIBIT C**

**SCHEDULE OF CHARGES**

**TO BE INCLUDED IN AWARDED VENDOR AGREEMENT**

DRAFT

## POST ORDERS

**TO BE INCLUDED IN AWARDED VENDOR AGREEMENT**

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## CALL PROCEDURES

**TO BE INCLUDED IN AWARDED VENDOR AGREEMENT**

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