

GENERAL SERVICE AGREEMENT

This General Service Agreement for Armed Guard Security Services, Project No. 261-19 is made and entered into this 23rd day of December, 2019, by and between the **City of Thornton**, a Colorado home rule municipality, in the State of Colorado (hereinafter, "Thornton") and **Mercurial Security Solutions LLC** (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 Work in connection with Armed Guard Security Services, Project No. 261-19 (the Project); and
- B. Service Provider has held itself out to Thornton as having the requisite expertise and experience to perform the required Work 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 and Screening and Bailiff Services for Thornton's City Hall and Municipal Court buildings. This Work shall include the guards to perform use of the X-Ray walk through machine, wands, and bag scanner equipment.
- B. **Service Provider Responsibilities, Scope of Work.** Service Provider shall furnish all of the labor, supplies and materials, equipment, printing, and any other facilities or resources required to perform and complete the Work otherwise not included as described in the attached **Exhibit A**, hereafter also called, "Service Provider's Scope of Work" the "Work" or "Work."
- C. **Commencement Date, Term.**
 - 1. This Agreement shall commence on the date as indicated above (Commencement Date) and automatically renew annually on its Commencement Date up to **December 31, 2025**, and terminate thereafter.
 - 2. Notwithstanding the foregoing, Thornton may terminate this Agreement earlier in accordance with **Section E, Grounds for Termination**, if Thornton does not renew or terminates this earlier, Thornton at its reasonable discretion, may direct Service Provider to complete any ongoing

Service, Task Assignment or Project and the terms and conditions of this Agreement shall apply until the work is complete.

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;
 - b. This General Service Agreement (together with Exhibits);
 - i. Exhibit A Service Provider's Scope Of Work
 - ii. Exhibit B Service Provider's Personnel and Subcontractors Listing
 - iii. Exhibit C Schedule Of Charges
 - iv. Exhibit D Affidavit
 - v. Exhibit E Post Orders Municipal Court
 - vi. Exhibit F Post Orders City Hall
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 by way of example include but are not limited to the Request for Proposals (including Addenda), Service Provider's response to the Request for Proposals, and City of Thornton's emergency contact lists, policies and procedures, and unless specifically identified as such, are not Contract Documents.

E. Personnel

1. Service Provider shall perform the Work 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.

F. **Compensation.**

1. **Remuneration.** Thornton agrees to pay Service Provider for the satisfactory progression and completion of the Work:
 - a. The billable hourly rates set forth in the attached **Exhibit C**, Schedule of Charges ("Hourly Rates") multiplied by the hours worked. 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@cityofthornton.net.
 - 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 as defined by the current Denver Boulder Greeley CPI 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.

G. Changes to Service Provider's Scope of Work.

1. A change in the Service Provider's Scope of Work shall constitute any change or amendment of Work, which is different from or additional to Service Provider's Scope of Work as defined in **Exhibit A** of this Agreement.
2. No change to the Scope of Work, including any requested additional compensation, shall be effective or paid unless authorized by a written Amendment executed by Thornton's City Manager ("Manager") or Manager's designee(s).
3. 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 Work or the terms of this Agreement.
4. 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.

H. Compliance with All Laws and Regulations.

1. All of the Work 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 Work 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.

3. Worker Status. Pursuant to Colorado law, a Service Provider whose performance of Work involves provision of a service and not provision of a specific end product shall by signature and attestation below certify to the following:
- a. Service Provider shall not, as of the date of this Agreement or order, and does not knowingly employ or contract with an illegal alien who will perform Work under this Agreement.
 - b. Service Provider shall participate in either the Employment Verification Program ("E-Verify Program") created in Public Law 104-208, as amended and expanded in Public Law 108-156, as amended, and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program, or the Department Program, which is the employment verification program established by the Colorado Department of Labor and Employment (the "Department") pursuant to C.R.S. §§ 8-17.5-102(5)(c) in order to confirm the employment eligibility of all employees who are newly hired for employment to perform Work under this Agreement.
 - c. Service Provider has confirmed the employment eligibility of all employees who are newly hired for employment to perform Work under this Agreement through participation in either the E-Verify Program or the Department Program.
 - d. Service Provider shall not enter into a contract with a subcontractor that fails to certify to Service Provider that the subcontractor shall not knowingly employ or contract with an illegal alien to perform Work under this Agreement.
 - e. Service Provider shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.
 - f. Service Provider obtains actual knowledge that a subcontractor performing Work under this Agreement employs or contracts with an illegal alien, Service Provider shall:
 - i. Notify the subcontractor and Thornton within three (3) Calendar Days that Service Provider has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
 - ii. Terminate the subcontract with the subcontractor if within three (3) Calendar Days of receiving the notice required

pursuant to this subparagraph, the subcontractor does not stop employing or contracting with the illegal alien; except that Service Provider shall not terminate the subcontract with the subcontractor if during such three (3) Calendar Days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

- g. Service Provider shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established by C.R.S. § 8-17.5-102(5).
- h. If Service Provider violates any provision of this certification, Thornton may terminate this Agreement for breach of Agreement. If this Agreement is so terminated, Service Provider shall be liable for actual and consequential damages suffered by Thornton.
- i. Pursuant to Colorado Law, if a Service Provider's business is a sole proprietorship or Service Provider is a natural person eighteen (18) years of age or older by signature and attestation below hereby agree, upon Notice of Award, to complete and file with Thornton the attached **Exhibit D**, Affidavit and provide acceptable identification as described in the Affidavit.

I. **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 Work, 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 Work.
- 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 Work 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 Work shall be routinely scrubbed, either manually or automatically, to delete any Confidential Information related to the Work.
 - 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.

J. Ownership of Work Product.

1. All Work, 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 Work 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 Work 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 \$2,000,000
 - c. Personal and Advertising Injury \$2,000,000
 - 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. Fidelity Bond Insurance. Fidelity Bond Insurance with a minimum combined single limits for of not less than two million dollars (\$2,000,000) for any one (1) occurrence. The insurance shall provide for a retroactive date of placement prior to coinciding with the effective date of this Agreement.
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. A 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 Work under this Agreement. The initial completed Certificate of Insurance and Additional Insured Endorsement shall include the Service Provider's e-mail address for future inquires and updates, and shall be sent to:

City of Thornton
Attention: Denise Serna, Buyer
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@cityofthornton.net 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 Work 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 Work previously authorized and completed up to the date of Termination. Service Provider shall not be entitled to profit or overhead on uncompleted Work.
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: Megan deGrood, Purchasing Manager
9500 Civic Center Drive
Thornton, CO 80229-4326

SERVICE PROVIDER: Mercurial Security Solutions LLC
Attention: Ms. Natascha Modral, CEO
6050 Stetson Hills Boulevard, #273
Colorado Springs, CO 80923

- 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 Work 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 Work 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 Work. Service Provider further agrees that such records shall contain information concerning the personnel who performed the Work, 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 Work 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 Work.** Service Provider shall fully coordinate its Work with other service providers, contractors, or other entities performing Work on the Project that interfaces with or is affected in any way by Service Provider's Work, 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 Work performed hereunder in any of its advertising or public

relations materials without first obtaining the written approval of the Manager or his 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 Work 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 Work 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. **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 his 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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EXHIBIT A

SERVICE PROVIDER'S SCOPE OF WORK

GENERAL INFORMATION:

The Service Provider shall provide four (4) armed uniformed Guards to perform the duties of entrance security and Court Bailiff. The armed Guards shall guard and protect all real and personal property at Thornton's City Hall and Municipal Court. The armed 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 directed by City Hall Project Manager and Municipal Court Manager.

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

SECTION I – GENERAL REQUIREMENTS

Service Provider Requirements:

The Service Provider agrees not to allow any person to perform armed Guard Work, pursuant to this Agreement, in excess of twelve (12) 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.

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.

Thornton requires contract personnel of the highest quality and integrity. In order to ensure higher integrity and a lower incidence of Guard turnover, Service Provider shall pay a minimum wage of twenty dollars (\$20.00) per hour for Guards assigned to Thornton.

The Service Provider shall have both an established local office and a Central Operations Office for the purpose of overseeing and providing functions of security Work. The local office, if different from the Central Operations Office, shall have been located within thirty (30) miles of Thornton's City Hall and Municipal Court building for a minimum period of five (5) years immediately prior to the Proposal submission deadline.

The Service Provider shall have a minimum of five (5) years' experience performing or providing security Work of this type, and the Guards assigned by Service Provider to Thornton's account must also have a minimum of one (1) year of prior experience engaged in the performance of security Work.

The Service Provider shall have provided a minimum of one hundred thousand (100,000) Guard hours per week in the Denver metro area over the past year.

Invoicing:

A copy of each Guard's time sheet shall be submitted to Thornton's Project Manager (City Hall) and Court Management (Municipal Court) designee at the end of the Service Provider's employees' work week.

Invoices shall be submitted monthly at a minimum. Invoices shall include the following information:

- Name of Guards who worked during the billing cycle.
- Building location.
- Number of hours worked times itemized hourly rate per Guard, with a total extended dollar amount. Regular and overtime hours shall be listed separately.
- A copy of each Guard's time sheet for the billing cycle showing dates and times Guards worked

Any disputes resulting in a credit due Thornton will be issued no later than the next billing cycle.

Proficiency and Certification Requirements:

The Service Provider shall take all steps necessary to ensure that all Guards assigned to Thornton have demonstrated proficiency in the use and handling of firearms. The Thornton Police Department reserves the right to verify an individual's proficiency.

Adherence to Requirements:

The Service Provider's employees shall comply with a set of standard rules and written guidelines, generally referred to as the Post Orders, Exhibit E and F. Thornton retains the right to change Post Orders in the best interest of court operating procedures, public and employee safety and welfare. Thornton will make every effort to notify the Service Provider of such changes.

Service Provider 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.

The Service Provider 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. The Service Provider shall furnish Thornton's Project Manager a list, in writing, of personnel with their assigned license or permit number. The Service Provider shall provide an updated list to Thornton's Project Manager as changes occur.

Travel time or expenses to and from the Court and City Hall buildings for Service Provider's personnel are not allowable in this Agreement.

SECTION II – TRAINING

The Service Provider 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. Service Provider shall train Guards to view the serious consequences that could arise from misaction or inaction.

All Service Provider personnel assigned to Thornton shall be required to attend a pre-assignment training course provided by the Service Provider that conducts certified firearms training. The Service Provider shall be responsible for training and managing the Guards. The Service Provider 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, 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.

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

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

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

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, Exhibit E and F. The Service Provider 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 the Service Provider.

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

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 Service Provider, for approval by the Court Manager or Thornton 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 Project Manager, Court Manager, Court Security designee, or Thornton designee should be contacted for direction.

SECTION III – EQUIPMENT AND UNIFORMS

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

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.

SECTION IV – ACCOUNTABILITY FOR THORNTON PROPERTY

All property furnished by Thornton under this 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 the Service Provider's employees shall be repaired or replaced by Thornton. The costs of such repairs or replacements will be billed to the Service Provider or deducted from invoices due the Service Provider. All Guards shall sign in/out in the guard log, giving the disposition of any equipment required for use during their shift.

SECTION V – USE OF THORNTON PROPERTY/EQUIPMENT

Service Provider'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. Any exceptions must be in writing authorized by the Court Manager or designee, or Thornton designee. Guards who must eat while on their tour of duty shall leave the area in which they eat free of refuse and clean.

SECTION VI – SAFEGUARDING THORNTON PROPERTY

The Service Provider 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 Project Manager, Court Manager or designee, or Thornton designee. If there is reasonable cause to believe contract personnel may have been involved, Thornton may require at the Service Provider's expense a polygraph test for those so implicated. The tests shall be administered by a polygraphist that has been approved by Thornton's Project Manager, Court Manager or designee, or Thornton designee.

SECTION VII – PERIODIC MEETINGS

In order to facilitate the service performed by the Service Provider, the corporate executives of the Service Provider or such other officers as specified may be requested to meet with Thornton's Project Manager, Court Manager or designee. The purpose of such meetings shall be to review the performance of the Service Provider, as well as areas in need of service and operating issues of mutual concern to the parties involved.

In addition to periodic meetings with Thornton's Project Manager, Court management or designee(s), the Service Provider 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 Section VIII, Reports.

SECTION VIII - REPORTS

The Service Provider shall designate a supervisor, other than a Guard assigned to the facility, who shall submit quarterly and periodic Summary Reports each year defined and designated by Thornton's Project Manager or Court Administration concerning the supervisory checks of assigned Guard(s) and concerning any unusual circumstances reported in writing by the Guard(s). The supervisor shall:

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

Service Provider shall supply periodic reports to Thornton as defined and designated by Thornton's Project Manager, Court Manager or designee.

SECTION IX – REPLACEMENT OF PERSONNEL

Notwithstanding the requirements of Article III, Miscellaneous Terms, Paragraph L, Coordination of Work in this Agreement, at Thornton's request Service Provider shall remove Guard immediately from assignment who are involved in any of the following activities 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.

The Service Provider 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 the Service Provider, and will not be reimbursed by Thornton.

SECTION X – MINIMUM QUALIFICATIONS

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

- Minimum of three (3) years' experience as an armed Guard;
- 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 the Service Provider. Service Provider is responsible for background checks through the Colorado Bureau of Investigation (CBI) Security and Awareness Query only, testing, and fingerprints and any costs associated with background checks and fingerprinting that shall include, but is 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.

The Service Provider agrees that the protection service provided by this Agreement shall be performed by qualified and efficient employees of the Service Provider 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.

The Service Provider 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.

SECTION XI – TASK DESCRIPTIONS BY LOCATION

City Hall

The Service Provider 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 environs as well as the safety of individuals in the City Hall.

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

Purpose:

The Service Provider 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.

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

The Service Provider shall plan, schedule, coordinate, and assure effective performance of all work described herein.

Armed Guard – City Hall:

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

Travel time or expenses to and from City Hall for Service Provider's personnel are not allowable in this Agreement.

Nature and Scope:

Guards are 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. The Service Provider 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 logs and incident report forms as needed. Guards shall also perform other-related Work as required or assigned by Thornton's Project Manager and Thornton designees.

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

Municipal Court

The Service Provider 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 environs as well as the safety of individuals in the Municipal Court.

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

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 the Service Provider.

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. The Service Provider 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 machine, handheld scanner, and any other security equipment which may be added to the Court's security system from time to time.

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 the Service Provider.

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.

Guard shall 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.

Guard shall distribute advisement of rights, procedural explanation forms, and change of address forms.

Guard shall distribute copies of dockets and statistics to the appropriate individuals.

Guard shall 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.

Guard shall 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 and programs.

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

May operate audio visual equipment for Court proceedings.

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.

END OF PAGE

EXHIBIT B

SERVICE PROVIDER'S PERSONNEL AND SUBCONTRACTORS LISTING

Name	Title
Natascha Modral	CEO, Accounting, Contract Administration
Brent Modral	COO, Project Manager, Site Supervisor Accounting

Subcontractors Name

None for this agreement.

EXHIBIT C
SCHEDULE OF CHARGES

BILLABLE HOURLY RATES:

Position	Billable Hourly Rate
Armed Guard – Bailiff	\$30.93
Armed Guard – Security	\$30.93

EXPENSES:

Expenses shall not be reimbursed separately and shall be considered to be included in the Service Provider's personnel billable hourly rates.

ANNUAL MAXIMUM:

This Agreement is subject to an annual Not-to-Exceed (NTE) amount to be negotiated and established with issuance of a Purchase Order.

EXHIBIT D

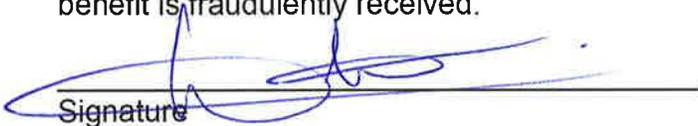
AFFIDAVIT

I, Anastasia Medial, swear or affirm under penalty of perjury under the laws of the State of Colorado that:

Check Only One

- I am a United States citizen, **OR**
- I am a Permanent Resident of the United States, **OR**
- I am lawfully present in the United States pursuant to federal law.

I understand that this sworn statement is required by law because I will be performing Services under a public contract, which is a public benefit. I understand that state law requires me to provide proof that I am lawfully present in the United States prior to receipt of this public benefit. I further acknowledge that making a false, fictitious, or fraudulent statement or representation in this sworn Affidavit is punishable under the criminal laws of Colorado as perjury in the second degree under Colorado Revised Statute 18-8-503 and it shall constitute a separate criminal offense each time a public benefit is fraudulently received.


Signature

12/17/2019
Date

I, _____, City of Thornton employee, observed the identification supplied by the above named individual and affirm that it appears to be valid and is of the following form:

CHECK ONLY ONE

- Colorado Driver's License or state issued identification card.
- United States Military or Military Dependent's Card.
- Merchant Mariner Card.
- Native American Tribal Document.
- Valid Driver's License or state issued identification card bearing applicant's photograph issued by one of the following (all states are not listed here; only those that verify lawful presence): Alabama, Arizona, Arkansas, California, Connecticut,

Delaware, District of Columbia, Florida, Georgia, Idaho, Indiana, Iowa, Kansas, New Jersey, New York, North Dakota, Ohio, Oklahoma, Pennsylvania, Rhode Island, South Carolina, South Dakota, Virginia, West Virginia, and Wyoming.

____ Certificate verifying naturalized status issued by an authorized agency of the United States bearing Applicant's intact photograph impressed with the raised embossed seal of the issuing agency.

____ Certificate verifying United States citizenship issued by an authorized agency of the United States bearing Applicant's intact photograph impressed with the raised embossed seal of the issuing agency.

____ Valid immigration documents demonstrating Lawful Presence and verified through the Systematic Alien Verification for Entitlements, administered by the United States Citizenship and Immigration Work of the Department of Homeland Security. Valid Immigration documents are as follows:

- Unexpired Foreign Passport bearing an unexpired "Processed for I-551" stamp or with an attached unexpired "Temporary I-551" visa.
- Unexpired Foreign Passport accompanied by an "I-94" indicating a specific future "until" date.
- "I-94" with refugee or asylum status.
- Unexpired "Resident Alien" card, "Permanent Resident" card, "Temporary Resident" card, or "Employment Authorization" card.

Signature

Date

cc: Project #261-19

EXHIBIT E

POST ORDERS Thornton Municipal Court

This facility is open from 7:00 a.m. to 5:00 p.m., Monday through Thursday. This facility is closed every Friday.

1. Main Purpose of the Post

The Guard's primary responsibility is to ensure that no weapons enter the Thornton Municipal Court, Court offices, Court area hallways and restrooms by unauthorized personnel. This will be accomplished by searching persons and property by means of the walk through metal detector, hand held metal detector and/or X-Ray machine. This will be done in an unobtrusive manner. A hand or physical body search will not be conducted. If the need arises for a hand or physical search to be conducted, the person in question will be instructed to be seated by the Guard post and Thornton Police Department will be notified to respond.

The Guards at this operation shall act as a visible and active deterrent against fire, theft, vandalism, trespass and injury. In this capacity, it is the Guard's responsibility to see, observe and report all discovered incidents, discrepancies, deficiencies and deviations from normal conditions. In addition, Guards will control access, report safety hazards, conserve utilities, and identify maintenance problems. As such, it is critical that the Guard remain at the post during the shift unless on an approved break period.

It is the responsibility of the Guard to perform assigned duties in such a manner as to ensure the assignment is fulfilled to the best of the Guard's ability. The Guard must become acquainted with the location of fire extinguishers, fire alarms, access and duress alarms, telephones, light switches, first aid facilities and any special features of this building and Court area which would help in responding in an emergency.

Everything to successfully protect the Thornton Municipal Court rests with the Guard. If the Guard detects an attempt being made by anyone to unlawfully intrude on the Thornton Municipal Court, it is the Guard's responsibility to prevent an intrusion or an act of vandalism. In this respect, the Guard must keep in mind that he/she is not a law enforcement officer authorized to restrain or apprehend a violator of the law. The Guards' authority extends only to prevention of weapons entering the Court area, thefts, vandalism or trespass. In the event of an emergency, immediate notification of the Thornton Police should be accomplished through direct contact by phone. The Court Designee or Court Manager will be notified immediately thereafter. If an incident is not an emergency, the Court Designee or Court Manager designee should be contacted for direction. A complete report must be generated of all incidents of this nature.

2. Tour of Duty

During the tour of duty, the Guard at the Thornton Municipal Court will have the following responsibilities:

When the Guard arrives for his/her shift, the Magnetometer will be turned on to make sure it is working properly. The X-Ray machine will also be turned on and checked to make sure it is working properly.

The Guard will obtain a radio from the Court office and it will remain with the Guard for the complete shift. Upon completion of the shift, the radio will be placed back into the battery charger in the Court office.

The shift begins at 6:45 a.m. The Guard is responsible to complete a walk-through of the Municipal Court public hallways, restrooms and courtroom(s) that are to be used that day, checking for any contraband, open doors that should be secure and persons who are not permitted to be in the Court area. Before any visitors have entered the building, the Guard will tour the Court area checking the following locations:

NOTE: All doors that require a code card, as indicated by a card reader, for passage anywhere in the Municipal Court system shall be closed and secured. Any doors that are propped open shall be secured and reported to the Court Designee or Court Manager as soon as possible.

During business hours only, the security door leading to the public stairwell to the Court waiting area shall remain in the latched open position while Court is in session. When Court has recessed for the morning, and all non-court employees have left the Court areas, the door will be closed until the afternoon Court session is convened.

- A. The Guard shall do a walk-through of the upper floor lobby area, waiting room area (checking under the chairs and tables) and public restrooms (after checking to make sure there is no one in the restrooms).
- B. The Guard shall enter the public elevator lobby located on the east side of the upper floor lobby area. The security door between the lobby and the elevator shall be latched in the open position (the latch is located at the bottom of the door) and after securing the door, the Guard shall check the inside of the elevator, then proceed down to the lower level Court waiting room area (pre-trial waiting). The waiting room shall be checked for any weapons and contraband by looking under the chairs and tables and checking for persons who do not belong in the area.
- C. The Guard shall repeat sections A and B above in reverse order, at the end of the shift. Shift ends at 5:05 p.m. However, the security door leading down between the upstairs lobby and the public elevator shall be closed and secured.

3. **Staffing Plan**

This facility is staffed by a minimum of one (1) armed Guard at any time the Court opens to the public as well as (1) one armed Bailiff when Court is in session.

4. **Uniforms and Appearance**

The uniform for this operation will be the standard of the Guard service company that employs the Guard.

Guards will maintain their uniforms in a clean condition. Uniform items which are in need of repair or are ill-fitting will be corrected. Guards will wear the complete prescribed uniform and will not wear non-uniform articles of clothing with the uniform. Good personal grooming standards, such as those that apply to hair, fingernails, etc. are essential.

5. **Check in and Guard Timekeeping**

The hours that the Guard (front lobby) will work are **6:45 a.m. to 5:05 p.m., Monday through Thursday. The hours that the Guard (Bailiff) will work are 6:45 a.m. to 4:45 p.m. Monday through Thursday.** Unless the court runs longer than expected, then the Guard (Bailiff) may have to remain on duty until excused by the Court Designee or Court Manager.

The Guard may report to the work assignment at least five (5) minutes but not more than fifteen (15) minutes before the tour of duty begins.

Sign in on the time control log.

At the end of each month or as requested, the Guard shall submit to the security designee or Court Manager, a report showing a count of contraband found during searches.

6. **Meals and Relief**

The Guard's assigned post will be the front desk in the reception area just inside the Court main entrance. Food is allowed at the desk and meals may be eaten there, but the Guard desk will be kept in a clean and neat condition.

A relief Guard for breaks or lunch breaks is not supplied by the Thornton Municipal Court.

The building is posted for **no** smoking. Smoking is not permitted at the Guard post or anywhere in the Municipal Court building. Smoking is permitted outside pursuant to Thornton policy.

If the Guard needs to use the restroom, the Guard will notify the Court Bailiff or the court designee. The Court Bailiff or designee will remain at the Guard post until the Guard returns.

7. Communication

The primary method of necessary communication between Guard, Court Bailiff, and Court staff should be by use of phone located at designated posts. Guard phone extension 5421 or Court Bailiff extension 5441.

As appropriate, use of two-way radio communication may also be used. Guard and Court Bailiff should adhere to Thornton's Policy as outline when using this method of communication.

- Use the radios only when necessary/appropriate.
- The use of profanity, obscene language, or derogatory remarks regarding race, color, religion, gender, age, national origin, disability or veteran status over the Thornton radio channel is prohibited.
- Broadcasting music, jokes, or commercial programming is prohibited.
- Using Thornton's radio channel for non-work related business is prohibited.
- In order to keep air waves as open as possible, Thornton's radio channel is not to be used for business which could be more efficiently conducted by telephone.
- Intentionally transmitting over the transmissions of other units, clicking the microphone, making catcalls, or creating any type of disruption to others by use of the radio is prohibited.
- Individuals other than Thornton employees and Thornton's radio repair personnel shall not be allowed to use Thornton's radio.

Emergency Procedures:

- When an emergency occurs, the units involved in the emergency have priority to the radio system. All unnecessary radio traffic is to stop and only information directly related to the emergency is to be aired. An emergency situation includes alarms, illness/injury to person, destruction of property, or a destructive force of nature (flood, tornado, fire, storm, etc.).
- During an emergency situation, it is imperative to speak slowly and clearly. Specifically state the location and type of emergency. Ensure all transmissions are clearly understood and clarify any parts of the transmissions which are not specific as to intent.

8. Injuries

When anyone is injured on post, including the assigned Guard, the Guard will notify his or her Guard Company and the security designee or Court Manager as soon as possible. A related incident report will be completed by the Guard and turned into the Court Manager or security designee as soon as practicable and no later than the end of the shift.

9. Court Property and Equipment

Guards have no right to disturb desks, drawers, papers, cabinets or materials anywhere in the facility, except those specific areas assigned to the Guard for use

and storage of post equipment. There is to be no personal use of the telephones, copy machines or any other equipment unless authorized. Failure to adhere to this policy will result in the Court requesting that the Guard in question be replaced.

10. **Lost and Found**

Any found property turned in to or found by the Guard will be turned over to the security designee, Court Manager, or Court Office at the time the item is discovered before the end of the Guard's shift. When property is found and turned in to the Guard, an incident report will be completed. No found property should be released unless proper identification of property has been received and the claimant has been verified. An incident report will be prepared any time property is released.

11. **Alarms**

The Guards will become familiar with the location of fire and duress alarms in the Court area.

The two (2) Court fire alarm boxes are located in the long hallway across from the Hearing Officer's office and in the main entrance to the Court, between the double glass doors, next to the alarm panel. The alarm panel will show the location in the building from where the alarm is coming.

12. **Security Keys and Equipment**

Guards are held accountable for all post equipment entrusted to their care during their assigned shifts. The Guards shall report to the security designee or Court Manager immediately any lost or damaged equipment.

Keys and equipment must be kept under the Guard's control or within the court area at all times. With the exception of the Court staff, they are not to be loaned to anyone at any time.

If keys or access cards are lost, the Guard will notify the Court Manager or designee **immediately**.

13. **Discretion**

Anyone seeking or asking for information about any incident involving the Court or Court staff or information about the security systems or service will be directed to contact the Court Manager or Court Designee. This information **will not** be released by the Guard.

14. **Safety Hazards**

The prevention of injury to personnel is a function of all personnel. Guards should be especially alert to notice and take corrective action regarding such hazards as wet spots on the floors, broken or cracked glass in doors or items over which persons

may trip and fall. Written report of hazards should be rendered to the Court Manager or the security designee.

15. Asset Protection

Following are some of the items that Guards must know to help prevent unnecessary dollar losses:

A. Unusual Sounds

Guards may detect malfunctioning equipment, such as heaters and air conditioners by unusual sounds they make before they break down. Early detection of such malfunctions may prevent major damage to the equipment and can prevent serious losses. Guards should be alert to other sounds, such as crackling of an unseen fire or the sound of other persons in a supposedly unoccupied room.

B. Odors

Guards can develop a keen sense of smell which can be used to detect a smoldering fire, chemical smell, gas leak, scorching coffee or even the presence of another person nearby. The sense of smell is especially useful when entering a building from the fresh outdoor air.

C. Plumbing Malfunctions

Guards should report items such as minor leaks, plugged toilets and dripping water faucets. A major plumbing malfunction, such as a burst water pipe, may require shutting off the main water supply to the building. If such a problem should arise, the Guard should contact the security designee or Court Manager as soon as possible.

D. Electric Power Problems

In the event of an electrical power problem being found, the Guard should call the security designee or Court Manager right away.

E. Maintenance Problems

All defects noted by the Guard during the tour of duty should be reported to the Court staff and listed on the Guards' report. If the problem is of an emergency nature, the defect should be reported to the Court Security Designee or the Court Manager as soon as possible.

16. Weapons Carried By Law Enforcement Officers

Only a Thornton Police Officer, in uniform or in civilian clothing, may be in the Courtroom(s) or Court areas with a weapon on his/her person.

Uniformed Thornton Police Officers may bypass security screening. Any Thornton Officer in civilian clothing, only after displaying an identification card showing they are a current employee of Thornton, may bypass security screening.

When an officer from another jurisdiction or law enforcement agency enters the main Court entrance and is carrying a weapon, the Guard shall notify the Security designee and the Court Bailiff of the officer's presence. The security designee or Court Bailiff or Guard will direct the officer to secure the weapon in the weapon lock box located in the designated office, where the weapon will be secured. The law enforcement officer will retain the key for the locker until he/she leaves the Court area.

17. Access Control (Personnel, Employees, and Visitors)

A. Thornton Civilian Employees

All Thornton civilian employees accessing the Municipal Court area are required to pass through the metal detector and/or X-Ray machine **UNLESS they provide a Thornton identification badge showing they are a current employee of Thornton.** The identification badge displays a picture of the employee, the employee name, assigned department, title along with a Thornton logo. If that information is provided, the person may bypass the security equipment and be allowed into the Municipal Court area.

B. Visitors

All visitors will enter through the front door and must go through the metal detector and/or X-Ray, or access will be denied. **Even if a visitor should present a "concealed weapon permit",** the Guard shall instruct that person to return any weapon(s) to his/her vehicle **and will not allow that person past the Guard post as long as the weapon(s) remain.**

Visitors not required to undergo screening include Thornton employees with current Thornton Identification badges and known/uniformed vendors.

Other visitors are required to be screened including visitors of Court or Legal employees (friends, spouses, children, colleagues, significant others, etc.) when there is a Guard on duty. All visitors must enter through the Court's main entrance. After hours, when a Guard is not on duty, a visitor may be escorted by an authorized City employee through any entrance.

C. Weddings

Persons entering the building for a scheduled wedding are to be screened at the Court entrance and are to be directed to the lower level of the Court where they will be instructed to wait for the judge.

The Judge sets his own appointments for weddings which occur when Court is not in session. The Bailiff and Guard are not to extend their work shifts when the only people in the lower portion of the building are here for a wedding. It is the judge's responsibility to meet with the wedding party, perform the ceremony, and escort the wedding party to the upper level where they may exit the building.

18. Customers Screened-Weapons Screened

The Guard will document daily on a Court Security Monthly Weapons Check form the number of weapons located during the screening process. The Guard will further document the number of customers screened daily, as well as the number of hand screenings completed on footwear worn by the customers that trip the Magnetometer. The form will be turned in to the Court's security designee as stated above.

The number of customers actually screened, and the footwear inspections completed, will be documented on the form. This number will not include the internal Thornton employees who have provided an employee ID issued by Thornton.

19. Illegal Contraband

When the Guard finds illegal contraband in possession of a person entering the Court area, the Guard shall contact the Thornton Police Department and as soon as possible thereafter notify the security designee or Court Manager. If the Guard and other persons in the area are not in danger, the Guard will have the person remain by the Guard post until notification has been made.

If the Guard is in question as to the legality of the item, the Guard will contact the security designee or Court Manager for additional instruction prior to allowing the person entrance.

Illegal Contraband includes, but is not limited to the following:

- Explosives;
- Illegal Firearms/Guns;
- Illegal Knives/Swords;
- Illegal Weapons;
- Drugs or Drug paraphernalia; and
- Alcohol if person is under twenty-one (21) years of age.

Any item which is prohibited from entrance into the Court, left outside the Court building, shall be gathered by the Guard and turned into the Police Department for proper handling. Any item left outside the Court building that is illegal, shall be handled as illegal contraband and turned over to the Police Department and the person leaving the item, if known, shall be identified to the Police Officer responding

20. Legal Items Not Allowed in the Courtroom and Court Area

Persons attempting to enter the Court area with any of the following items will be instructed to return the items to their vehicles or give the items to someone who can remain outside the building:

- Firearms/Guns/Imitation guns/Ammunition (unless otherwise illegal/contraband);
- Marking pens/pencils/marketing devices;
- Legal knives/razor blades/box cutters;
- Personal protective devices such as pepper spray/mace/Tasers/stun guns/tear gas;
- Darts/ice picks/scissors/knitting needles/crochet hooks/corkscrews/throwing stars/metal nail files;
- Bludgeoning items such as bats/billy-clubs/batons/nun-chucks/flashlights greater than six (6) inches;
- Hat pins/aerosols;
- Handcuff keys or handcuffs/thumb cuffs;
- Tools and tool belts of any kind;
- Crayola/crayons;
- Alcohol if person is over twenty-one (21) years of age;
- Any collar, belt, wrist ware, foot gear, rings on the hand with spikes attached or other wearing apparel of that design;
- Any length of rope, chain, cords, or leather straps (with the exception of a pant or dress belt); and
- Other items deemed to be weapons or potential weapons.

Exceptions to this list will be any medically necessary equipment such as insulin, insulin syringes, EPI pens, and any item that is a medical necessity for the person or someone accompanying child coming in to the Courthouse. The person presenting the item should be questioned as to the use of the item and when stated it is medically necessary, it may be allowed.

No restricted items or materials are to be allowed in the Court area to be used as evidence unless requested by an officer of the Court. **If the item is a pistol or rifle it will be checked by the Guard to make sure the weapon is unloaded and all live rounds are to be taken by the Guard. The weapon will be left in the custody of the person(s) bringing the item into the building. The Guard will immediately notify the security designee or Court Manager that the person, and the weapon are being detained at the Guard post main entrance.**

All items coming into the Court area must be X-Rayed by the Guard, regardless of whether they are purported to be evidence in a pending case before the Court.

21. Footwear Inspection

When people clearing the security check at the front door trip the Magnetometer (metal detector) alarm in the area of the shoes, the person will be asked to lift their

pant legs to show the sock/footwear level to determine if they have anything in their socks or shoes. Light indicators will also appear on the lower region of the scanner to indicate where a potential item has been located.

If person states they have nothing, yet they tripped the magnetometer on the first time through, the person will be asked to go through the Magnetometer (metal detector) again to verify that no metals have been found.

If the person does state they have an item in their shoe, the person will be asked to remove the item from that area. Item to be addressed per #17 and #18 of post orders; if applicable. The person will then be asked to go through the Magnetometer (metal detector) again until the source of the alarm is determined.

Should the person not sound the alarm, the person is free to enter the building pending all items (if any) passed through the X-Ray machine have successfully been cleared.

Should the person again trip the Magnetometer (metal detector) alarm, the person will be directed to sit in the chairs adjacent to the scanner and asked to remove their shoes to further determine the source of the alarm.

The person will remove their own shoes. When shoes are removed, the Guard will make a visual inspection of the foot and shoe. Guard will also take the pin point wand and scan the foot as well as the shoe. If nothing is found, the person may be told to place their shoes back on and are free to enter the building pending all other items (if any) passed through the X-Ray machine have successfully been cleared. Reasonable measures are to be made to locate the source of the alarm and the Guard is to ensure that the person has successfully passed all inspections.

Should the Guard either by visual inspection or use of the pinpoint wand scanned on either the foot and/or shoe locate an item; the items will be addressed per #17 and #18 of post orders; if applicable. Once the item has been addressed and handled accordingly, the person may then enter the building pending all items (if any) passed through the X-Ray machine have successfully been cleared.

Guard keeps a daily tracking of weapons per instructions given by Court Security Designee. Foot Inspections handled should be logged; along with corresponding item found.

22. Steel Toe Shoes or Boots

When people clearing the security check at the front door trip the Magnetometer alarm in the area of the shoes, or advise the Guard that they have on steel toed shoes or boots, they may be asked to lift their pant legs to show the top of their shoe at the sock level. The Guard may wand the shoes, pat, or touch the shoes with their hand to confirm the presence of the steel toes if required. A full show inspection may also be warranted.

23. Media Interest

Refer media/interview requests to appropriate personnel in Thornton. Continue to use a helpful and professional tone/manner in communication, avoiding abruptness or use of the phrase "no comment." Instead, media requests are to be referred to Communications Manager, who can further assist them with their requests. Police matters may be referred to Officer/Public Information Officer. Advise the security designee or Court Manager of any such inquiries.

24. Electronic Devices/Cell Phones

People with cellular phones, computers/tablets, pagers, or similar electronic devices shall be instructed that the item is to be turned off and remain off while the person is in the Courtroom. The Guard **shall not** take a pager or cellular phone from any person.

Any person summoned for jury service that is in control of a pager or cellular phone or electronic device shall be instructed by the Guard to go directly to the Bailiff for further instruction.

25. Animals

A service animal is a dog that is individually trained to do work or perform tasks for a person with a disability; service animals are not pets. Service animals must be permitted to accompany people with disabilities in all areas where members of the public are allowed to go.

To determine if an animal is a service animal, he/she may be asked:

1. Whether the animal is a service animal; and/or
2. Whether the animal is necessary for a disability.

One (Thornton personnel or Contracted employees) may not request proof of a disability, nor request certification of a service animal's status.

- Inform individual that they understand they alone are responsible for the care and supervision of the service animal, and maintaining control of the service animal while in the Municipal Court building.
- Based on the service animal's behavior, one may ask that the service animal be removed from the Court building. The person will be given the opportunity to remove the service animal from the building and return to the Court without having the service animal present.

Request to remove service animal from building will occur only when:

1. Service animal's behavior poses a direct threat to the health or safety of employees and/or members of the public.

2. The behavior of the service animal would result in substantial physical damage to Court property; or
3. Service animal substantially interferes with the reasonable enjoyment of services by others.

26. Crime Prevention

Guards must be alert to prevent, if possible, and discover committed or potential acts of vandalism, burglary or other theft. Suspicious conditions, such as room or building lights turned on where lights usually are not on; doors open where doors are usually not open; or vehicles parked in unusual places, must be investigated. Assistance should be requested from the Court Bailiff, the Court Security Designee or the Court Manager and, if warranted, the Thornton Police Department.

A written description of suspicious persons or vehicles should be made whether or not suspicious persons were interviewed by the Guard. The report should be completed on the company incident report form and turned in to the Court Manager or designee on a daily basis.

27. Deliveries

All deliveries to the Court are to be verified that they are intended for the Court. Unexpected deliveries for the Court are to be scanned through the X-Ray equipment, unless they are too large, and then may be scanned by hand. The delivery person should be directed to the Court's front counter for assistance on all deliveries. Any deliveries in questions are to be brought to the attention of the security designee or Court Manager.

28. Questions

Patrons entering the Court building may be asked if they are here for Court. If yes, they may be directed downstairs to check in. If the patron is not here for Court, or has any other questions, they shall be directed to the front counter Court Specialist who may assist them further.

29. Emergency Procedures for X-Ray Equipment

Should the X-Ray equipment not operate properly where the belt will not move, or the computer will not boot up, notify the security designee or Court Manager that repair is needed and turn off the equipment. Explain the process followed when the problem was noticed so that a complete repair request can be made of the repair company. A tracker log may be used for repair issues.

The below is to be followed WHEN EMERGENCY SITUATIONS ARE PRESENT WITH THE X-RAY EQUIPMENT such as:

When a visible liquid type of leakage under the equipment is noticed, the machine is producing flames, fumes, gasses, vapors of any kind because of an accident of any type, immediately turn off the power to the machine.

1. Make no attempt to clean up the spill if one is present.
2. Pull the fire alarm to notify all persons in the room and building to evacuate at once. From a telephone in the Court Office dial 911, from a telephone outside of the building or from a cell phone, dial 720-977-5150, to notify Thornton Dispatch what the problem is.
3. Notify personnel to vacate the immediate area.
4. Notify Court staff of the immediate problem.
5. Temporarily do not let anyone in through the area until it has been cleared by the Fire Department as not hazardous.
6. Once the area has been cleared by the Fire Department as safe, the building may again be opened for business. At this point the Guards will be required to hand search all items that are normally checked through the X-Ray machine.
7. A repair request will be handled by the security designee. Until the machine is repaired, it will not be put into operation.

30. Emergency Plan

FIRE

Fire Alarm Sounding

It shall be the duty of the Guard to be familiar with all fire alarm sending locations, phones that may be used in an emergency, all emergency exits and stairways leading from the Court area, the fire alarm location panel, and where all firefighting equipment is located in the Court area.

Remember – the first five (5) minutes at a fire are worth more than the next five (5) hours. By pulling the fire alarm lever, the fire and police departments will be notified of the address of the fire and the area in the building where the fire is located.

1. Building and Hallway Fire Alarm Sounding

When the fire alarm sounds in the Courtroom(s) or Court hallways, the Guard will first check the alarm panel located in the main hallway entrance to the Court area, between the double glass doors, on the east wall:

- From that panel the Guard will see a lit area on the alarm panel that shows the location from which the fire alarm has been sent. This will assist the Guard in directing all visitors and Court staff out an exit that will take them away from the location of the reported fire.
- The location shown on the panel will be passed on to the Court Manager and the Court Security Designee through the two-way radios, by telephone or in person.

When possible, the Guard will remain at the Guard post, directing visitors out the east Court doors, giving the instructions to the visitors to continue across the street to the City Hall parking lot sidewalk. Once all visitors have left the Building, the Guard will wait a safe distance away from the main entrance of the Court awaiting the Fire/Police Departments to ensure no one other than the Fire/Police Department enters the Court building. Once the Fire or Police Department is on scene, the Guard will proceed to the same location as the visitors.

The Guard will not allow anyone, except fire and/or police personnel past the Guard post, back into the building until the building is cleared by the Fire Department. When the Fire Department clears the building for use, the Guard will notify the Court staff by use of the two-way radio.

2. Fire Found by or Reported to the Guard

If a fire is reported to the Guard by another person, the Guard will try to confirm the location of the fire, but will stay in such position that the main entrance to the Court is still in view. If the fire is located and is outside of the area the Guard must remain in, a request for help will be made by use of the two-way radio, telephone to the Court Bailiff, the Collections Officer, or the Court Specialist's office.

If a fire is confirmed, the Guard will pull the fire alarm lever located on the north wall of the entrance area near the Guard's post. If possible, the Guard will remain at the Guard post, directing visitors out the east court doors until the Fire/Police Departments have arrived, giving the instructions to the visitors to continue to across the east parking lot to the City Hall parking lot sidewalk. Once the Fire or Police Department is on scene, the Guard will proceed to the same location as the visitors.

Only after the Fire Department has announced the building is safe and people may return, will the Guard allow anyone past the Guard post. In the event staff and visitors have evacuated the building and upon returning to the building, **all persons will be required to pass through the Magnetometer and/or X-Ray machine before being allowed back in the Court area.**

Should anyone be seen by the Guard going into the building other than Fire or Police personnel the Guard will notify the security designee or Court Manager, a police officer or fire personnel as soon as possible but will not re-enter the building. **The doors at the entrance of the Court will not be secured or locked.**

Only after the fire department has announced the building is safe and people may return, will the Guard allow anyone past the Guard post. In the event staff and visitors have evacuated the building and upon returning to the building, **all persons will be required to pass through the Magnetometer before being allowed back into the Court area.**

After the Court area has been re-opened and all persons returning have been screened, the Guard **will** make a written report to be submitted to the Court Manager as to the actions taken by the Guard during the period of the emergency and any problems that were observed and/or acted on.

TORNADO

Only after the instruction from the City Manager's Office or if persons are in imminent danger will the Court area be evacuated.

1. Tornado Sighting or Tornado Warning

A tornado warning is an alert issued to the public that a tornado has been sighted or that a tornado has been indicated by radar to be in the immediate area. The alert will include the area where the tornado is presently located and what communities are anticipating its appearance.

Further, should the Guard observe what is believed to be a tornado in the area, or should someone coming into the Court area report to the Guard that a tornado is in the area; the Guard will immediately report the sighting and the general area of the sighting to the Court Manager or the Court Designee. If possible, the Guard will remain at the Guard post for further instructions by Court staff.

2. Order to Evacuate

Should the order come from the City Manager's Office or Court Staff to evacuate the building, the Guard will assist in the evacuation of the Court area.

All persons in the Court area will be instructed to exit the building and the Court area through the east main doors, return to their vehicles and leave the area.

The Guard will help make sure that no one re-enters the building until the "all clear" is given by the Fire Department, Police Department or the City Manager's Office.

Only after the Fire Department, Police Department or the City Manager's Office has announced the building is safe and people may return, will the Guard allow anyone past the Guard post. In the event staff and visitors have evacuated the building and upon returning to the building, **all persons will be required to pass through the Magnetometer before being allowed back into the Court area.**

After the Court area has been re-opened and all persons returning have been screened, the Guard will make a written report to be submitted to the Court Manager as to the actions taken by the Guard during the period of the emergency and any problems that were observed and/or acted on.

3. Order to Shelter-In-Place

Should the Court be ordered **not to evacuate** the building due to the safety of everyone concerned, the Guard will be instructed by Court staff to have all persons in the building move into an interior room such as the Courtroom, or in more eminent conditions be moved into the prisoner corridor for their safety.

The Guard will help make sure that no one re-enters the building until the "all clear" is given by the Fire Department, Police Department or the City Manager's Office.

4. Tornado Watch

A Tornado Watch is issued to alert the public that conditions are favorable for the development of a tornado in and close to the immediate area.

Once the Court has been notified of the Tornado Watch conditions, Court will continue to operate as conditions allow. The Guard and all personnel will be notified of the Watch conditions once the Court staff has been notified. This notification normally comes from the City Manager's Office or Fire Department and includes a time frame for the conditions to be favorable.

Should it be necessary to evacuate the Court, the Guard will be instructed by Court Staff to evacuate the building. The order to evacuate will come from the City Manager's Office, his designee, or from Court staff. At this time, all persons in the Court area will be instructed to exit the building and the Court area through the east main doors, return to their vehicles and leave the area, unless otherwise directed by Police/Fire or City Manager's staff.

Only after the Fire Department, Police Department or the City Manager's Office has announced the building is safe and people may return to the Court area, will the Guard allow anyone into the Court area.

In the event staff and visitors have evacuated the building and upon returning to the building, **all persons will be required to pass through the Magnetometer before being allowed back into the Court area.**

After the Court has been re-opened and all persons returning have been screened, the Guard will make a written report to be submitted to the Court Manager as to the actions taken by the Guard during the period of the emergency and any problems that were observed and/or acted on.

Revised 9/23/19

END OF PAGE

EXHIBIT F

POST ORDERS Thornton City Hall

1. Main Purpose of the Post

The armed Guards' primary responsibility is to ensure that no weapons enter City Hall building by unauthorized personnel. This shall be accomplished by searching persons and property by means of the walk through metal detector (magnetometer), hand held metal detector and/or X-Ray machine. This shall be done in an unobtrusive manner. A hand or physical body search shall not be conducted. If the need arises for a hand or physical search to be conducted, Guards shall ask the person in question to be seated by the Guard post and notify Thornton Police Department to respond.

Guards at this operation shall act as a visible and active deterrent against fire, theft, vandalism, trespass and injury. In this capacity, it is the Guards' responsibility to see, observe and report all discovered incidents, discrepancies, deficiencies and deviations from normal conditions. In addition, Guards shall control access, report safety hazards, conserve utilities, and identify maintenance problems. As such, it is critical that the Guards remain at the post during the shift unless on an approved break period.

It is the responsibility of the Guards to perform assigned duties in such a manner as to ensure the assignment is fulfilled to the best of the Guards' ability. The Guards must become acquainted with the location of fire extinguishers, fire alarms, access and duress alarms, telephones, light switches, first aid facilities, and any special features of this building area which would help in responding in an emergency.

Everything to successfully protect City Hall rests with the Guards. If the Guards detect an attempt being made by anyone to unlawfully intrude on City Hall, it is the Guards' responsibility to prevent an intrusion or an act of vandalism. In this respect, the Guard must keep in mind that he/she is not a law enforcement officer authorized to restrain or apprehend a violator of the law. The Guards' authority extends only to prevention of weapons entering the building, thefts, vandalism or trespass. In the event of an emergency, immediate notification of the Thornton Police shall be accomplished through direct contact by phone or other means provided. The appropriate Thornton designee shall be notified immediately thereafter. If an incident is not an emergency, Thornton's designee should be contacted for direction. A complete report must be generated of all incidents of this nature.

2. Tour of Duty

During the tour of duty, the Guards at City Hall shall have the following responsibilities:

When the Guards arrive for their shift, the Guards will turn on the Magnetometer to make sure it is working properly. The Guards shall also turn on the X-Ray machine and check to make sure it is working properly.

The Guards shall obtain a radio from the designated storage location, and it shall remain with the Guards for the complete shift. Upon completion of the shift, the radio shall be placed back into the battery charger in the designated storage location.

The shift begins at 7:30 a.m. The Guards shall complete a walk-through of City Hall's public hallways, restrooms and main (first) floor checking for any contraband, open doors that should be secure and persons who are not permitted to be in the building. Before any visitors are allowed to enter the building, the Guards shall tour the building checking the following locations:

NOTE: All doors that require a code card, as indicated by a card reader, for passage anywhere in City Hall shall be closed and secured. Any doors that are propped open shall be secured and reported to the Thornton's designee as soon as possible.

At the start of the shift, Guards shall do a walk-through of all floors' lobby areas, waiting area (checking under the chairs and tables), staircases, and public restrooms (after checking to make sure there is no one in the restrooms). At the end of the shift, Guards shall do a walk-through of all areas in reverse order. At this time, the security door between the lobby and the public elevator shall be closed and secured.

3. Staffing Plan

City Hall shall be staffed by a minimum of two (2) Armed Uniformed Guards at any time the building is open to the public; both during regular business hours and after-hours meetings.

4. Uniforms and Appearance

The uniform for this operation shall be the standard of the Guards' service company that employs the Guard.

Guards shall maintain their uniforms in a clean condition. Uniform items which are in need of repair or are ill-fitting shall be corrected. Guards shall wear the complete prescribed uniform and shall not wear non-uniform articles of clothing with the uniform. Good personal grooming standards, such as those that apply to hair, fingernails, etc. are essential.

5. Check in and Guard Timekeeping

The regular schedule the Guards shall work is from 7:45 a.m. to 5:30 p.m. Monday through Friday, excluding Thornton's Holidays. Additionally, the Guards shall work during any scheduled after-hours events. The Guards shall be on-site a minimum

of thirty (30) minutes prior to the start of the event, and a minimum of thirty (30) minutes after the conclusion of an event.

The Guards may report to the work assignment at least five (5) minutes, but not more than fifteen (15) minutes before the tour of duty begins.

Guards shall sign-in at the start of duty and out at the end of duty on the time control log.

6. Meals and Relief

The Guards' assigned post shall be the front desk in the reception area just inside the building's main entrance. Food, except for a beverage, is not allowed at the desk and meals may be eaten in the lunch room or outside of the building.

The Guard desk shall be kept in a clean and neat condition.

As there are two (2) Guards assigned to this post, a rotation of assignment shall be carried out to allow for meal breaks, building inspections, and restroom use.

The building is posted for **NO** Smoking. Smoking is not permitted at the Guard post or anywhere in the building. Smoking is permitted outside pursuant to Thornton's policy.

7. Communication

The primary method of necessary communication between Guards, and Thornton staff should be by use of phone located at designated post.

As appropriate, use of two-way radio communication shall also be used. Guards shall adhere to Thornton's Policy as outlined below when using this method of communication.

- Use the radios only when necessary/appropriate.
- The use of profanity, obscene language, or derogatory remarks regarding race, color, religion, gender, sexual orientation, age, national origin, disability or veteran status over Thornton's radio channel is prohibited.
- Broadcasting music, jokes, or commercial programming is prohibited.
- Using Thornton's radio channel for non-work related business is prohibited.
- In order to keep air waves open as much as possible, Thornton's radio channel is not to be used for business which could be more efficiently conducted by telephone.
- Intentionally transmitting over the transmissions of other units, clicking the microphone, making catcalls, or creating any type of disruption to others by use of the radio is prohibited.
- Individuals other than Thornton employees and Thornton's radio repair personnel shall not be allowed to use Thornton's radio.

Emergency Procedures:

- When an emergency occurs, the units involved in the emergency have priority to the radio system. All unnecessary radio traffic is to stop and only information directly related to the emergency is to be aired. An emergency situation includes alarms, illness/injury to person, destruction of property, or a destructive force of nature (flood, tornado, fire, storm, etc.).
- During an emergency situation, Guards shall speak slowly and clearly. Specifically state the location and type of emergency. Ensure all transmissions are clearly understood and clarify any parts of the transmissions which are not specific as to intent.

8. Injuries

When anyone is injured on post, including the assigned Guard, the Guard shall notify his or her Guard Company and Thornton's designee as soon as possible. A related incident report shall be completed by the Guard and submitted to Thornton's designee as soon as practicable, no later than the end of the shift.

9. Property and Equipment

Guards have no right to disturb desks, drawers, papers, cabinets or materials anywhere in the building, except those specific areas assigned to the Guards for use and storage of post equipment. There is to be no personal use of the telephones, copy machines or any other equipment unless authorized. Failure to adhere to this policy will result in Thornton requesting that Guard in question be replaced.

10. Lost and Found

Any found property turned in to or found by the Guards shall be turned over to Thornton's designee at the time the item is discovered, before the end of the Guards' shift. When property is found and turned in to the Guard, an incident report shall be completed. No found property shall be released unless proper identification of property has been received and the claimant has been verified. An incident report shall be prepared any time property is released.

11. Alarms

The Guards shall become familiar with the location of fire and duress alarms in the building.

12. Security Keys and Equipment

Guards are held accountable for all post equipment entrusted to their care during their assigned shifts. The Guards shall report to the Thornton's designee immediately any lost or damaged equipment.

Keys and equipment must be kept under the Guards' control and within the building at all times. These items are not to be loaned to anyone at any time.

If keys or access cards are lost, the Guards shall notify Thornton's designee immediately.

13. Discretion

Anyone seeking or asking for information about any incident involving Thornton staff, or information about the security systems or service shall be directed to contact Thornton's designee. This information shall not be released by the Guard.

14. Safety Hazards

The prevention of injury to personnel is a function of all personnel. Guards shall be especially alert to notice and take corrective action regarding such hazards as wet spots on the floors, broken or cracked glass in doors or items over which persons may trip and fall. Written report of hazards should be rendered to Thornton's designee.

15. Asset Protection

Following are some of the items that Guards must know to help prevent unnecessary dollar losses:

A. Unusual Sounds

Guards may detect malfunctioning equipment, such as heaters and air conditioners by unusual sounds they make before they break down. Early detection of such malfunctions may prevent major damage to the equipment and can prevent serious losses. Guards should be alert to other sounds, such as crackling of an unseen fire or the sound of other persons in a supposedly unoccupied room.

B. Odors

Guards shall report any smell which could indicate a smoldering fire, chemical smell, gas leak, scorching coffee to Thornton's designee.

C. Plumbing Malfunctions

Guards shall report items such as minor leaks, plugged toilets and dripping water faucets. A major plumbing malfunction, such as a burst water pipe, may require shutting off the main water supply to the building. If such a problem should arise, the Guards should contact Thornton's designee as soon as possible.

D. Electric Power Problems

In the event that there is an electrical power problem, the Guards should call Thornton's designee immediately.

E. Maintenance Problems

All defects noted by the Guards during the tour of duty should be reported to Thornton's designee, and listed on the Guards' report. If the problem is of an emergency nature, the defect should be reported to Thornton's designee as soon as possible.

16. Weapons Carried By Law Enforcement Officers

Only a Thornton Police Officer, in uniform or in civilian clothing, may be in City Hall with a weapon on his/her person.

Uniformed Thornton Police Officers may bypass security screening as long as they show the Guards an employee identification card. Any Thornton Officer in civilian clothing, only after displaying an employee identification card showing he/she is a current employee of Thornton, may bypass security screening.

When an officer from another jurisdiction or law enforcement agency enters City Hall and is carrying a weapon, the Guard handling the issue shall notify Thornton's designee and the secondary Guard of the officer's presence. The Guard shall direct the officer to secure the weapon in the weapon lock box, where the weapon shall be secured. The law enforcement officer shall retain the key for the locker until he/she leaves the building.

Guards shall keep a log of all weapons stored in the Gun Locker and ensure that the weapons are collected by the owner at the end of the work day. If a weapon is not collected, Guards shall notify Thornton's designee. Logs shall be submitted monthly to Thornton's designee.

17. Access Control (Personnel, Employees, and Visitors)

A. City of Thornton Civilian Employees

All Thornton civilian employees accessing the building are required to pass through the magnetometer and have bags scanned by the X-Ray machine, **UNLESS they provide a City of Thornton employee identification card showing they are a current employee of Thornton.** The identification card includes a photo of the employee, the employee's name, assigned department, title, and the City of Thornton name and logo. If the employee provides that identification card, he/she may bypass the security equipment and enter City Hall.

B. Visitors

All visitors shall enter through the front door and shall go through the magnetometer and have their bags scanned by the X-Ray equipment, or access shall be denied. **Even if a visitor should present a "concealed weapon permit"** the Guard shall instruct that person to return any weapon(s) to his/her vehicle **and shall not allow that person past the Guard post with any prohibited weapon(s).**

If the visitor is unable to secure the weapon in their vehicle, they shall have the opportunity to secure the weapon in Thornton's weapons safe located in the lobby area. Visitors are only permitted to use storage areas that have keys available for locking a weapon. Guards shall not unlock or lock the storage area, nor shall the Guards place the weapon in the safe for the visitor.

Guards shall collect information from the visitor and enter it in a log. If the visitor does not collect the weapon from the safe before leaving for the day, Guards shall notify Thornton's designee, and provide the visitor's contact information to Thornton's designee.

This log shall be submitted on a weekly basis to Thornton's designee.

Guards shall not screen visitors identified as known/uniformed vendors approved in advance by Thornton's designee.

All other visitors shall be screened, including visitors of Thornton employees (friends, spouses, children, colleagues, significant others, etc.) when there are Guards on duty.

18. Screening Report

The Guards shall document daily on a Thornton City Hall Monthly Weapons Check form the number of weapons located during the screening process. The Guards shall further document the number of customers screened daily excluding Thornton employees with an identification card, as well as the number of hand screenings completed on footwear worn by the customers that trip the Magnetometer. The form shall be submitted to Thornton's designee after end of shift on the last working day of the week.

19. Illegal Contraband

When the Guards find illegal contraband in possession of a person entering City Hall, the Guards shall contact the Thornton Police Department, and as soon as possible thereafter, notify Thornton's designee. If the Guards and other persons in the area are not in danger, the Guards shall have the person remain by the Guard post until notification has been made and the Police Department gives direction as to how to proceed.

If the Guards are unsure as to the legality of the item, the Guards shall contact Thornton's designee for additional instruction prior to allowing the person entrance to the building.

Illegal Contraband includes, but is not limited to, the following:

- Explosives;
- Illegal Firearms/Guns;
- Illegal Knives/Swords;
- Illegal Weapons;
- Drugs or Drug Paraphernalia; and
- Alcohol if person is under twenty-one (21) years of age.

Any item prohibited from entrance into City Hall, left outside the building, shall be gathered by the Guards and turned into the Police Department for proper handling. Any item left outside the building that is illegal shall be handled as illegal contraband and turned over to the Police Department; and the person leaving the item, if known, shall be identified to the Police Officer responding.

At the end of each month, or as requested, the Guards shall submit to Thornton's designee, a report showing a count of contraband found during searches.

20. Legal Items Not Allowed in City Hall

Persons attempting to enter City Hall with any of the following items shall be instructed to return the items to their vehicles or give the items to someone who can remain outside the building:

- Firearms, guns, imitation guns, ammunition;
- Legal knives/razor blades, box cutters;
- Personal protective devices such as pepper spray, mace, tasers, stun guns, tear gas;
- Darts, ice picks, scissors, corkscrews, throwing stars;
- Bludgeoning items such as bats, Billy clubs, batons, nun chucks, flashlights greater than 6";
- Hat pins, aerosols;
- Handcuff keys or handcuffs, thumb cuffs;
- Tools and tool belts of any kind, unless the person is a preauthorized Thornton Contractor who requires tools to perform services for Thornton;
- Alcohol if person is over twenty-one (21) years of age;
- Any collar, belt, wrist wear, foot gear, rings on the hand with spikes attached or other wearing apparel of that design;
- Any length of rope, chain, cords, or leather straps (with the exception of a pant or dress belt); and
- Other items deemed to be weapons or potential weapons.

Exceptions to this list will be made for any medically necessary item or equipment, such as insulin, insulin syringes, and EpiPens for the person or an adult accompanying child. The person presenting the item should be questioned as to the use of the item, and when it is determined to be medically necessary, it may be allowed.

21. Footwear Inspection

When a person's shoes trip the magnetometer alarm, the Guards shall person ask the person to lift his/her pant legs to show socks and footwear to determine if they have a weapon in their socks or shoes. The Guards shall also use the handheld scanner to determine where a potential weapon is located.

If person states they have nothing, yet they tripped the magnetometer on the first time through, the person shall be asked to go through the magnetometer again to verify that no metals have been found.

If the person does state they have a weapon in their sock or shoe, the person shall be asked to remove the item from their clothing. The person shall then be asked to go through the magnetometer again until the source of the alarm is determined. If the item is one that is defined in Section 19, Illegal Contraband, the item shall be handled as directed in these Post Orders. If the item is one listed in Section 20, Legal Items Not Allowed in City Hall; the item shall be handled as directed in these Post Orders

The person shall walk through the magnetometer again, after clearing all items that caused the alarm. If the alarm does not sound, the person is free to enter the building pending all items (if any) passed through the X-Ray machine have successfully been cleared.

If the person again trips the magnetometer alarm, the person shall be directed to sit in the chairs adjacent to the scanner and asked to remove their shoes to further determine the source of the alarm.

The person shall remove their own shoes, and the Guards shall visually inspect both the foot and shoe. Guards shall also use the hand held scanner to scan both the foot and the shoe. Reasonable measures shall be made to locate the source of the alarm; and the Guards shall ensure that the person has successfully passed all inspections. If nothing is found, the person may be told to put their shoes on and directed to enter the building if all other items (if any) passed through the X-Ray machine were successfully cleared.

Should the Guard either by visual inspection or use of the hand held scanner locate an item on either the foot and/or shoe that is defined in Section 19, Illegal Contraband, the item shall be handled as directed in these Post Orders. If the item is one listed in Section 20, Legal Items Not Allowed in City Hall; the item shall be handled as directed in these Post Orders. Once the item has been addressed and

handled accordingly, the person may then enter the building pending all items (if any) passed through the X-Ray machine have successfully been cleared.

Guards shall keep a daily log for tracking both Illegal Contraband and Legal Items Not Allowed in City Hall per instructions given by Thornton's designee.

22. Steel Toe Shoes Or Boots

If a person trips the magnetometer alarm and the area in questions is the shoes, or if they advise the Guards that they are wearing steel toed shoes or boots, they may be asked to lift their pant legs to show the top of their shoe at the sock level. The Guards may wand the shoes, pat, or touch the shoes with their hand to confirm the presence of the steel toes if required. A full shoe inspection, at the discretion of the Guard, may also be warranted.

23. Media Interest

Guards shall refer any media/interview requests to Thornton's designee. Guards shall use a helpful and professional tone/manner in communication, avoiding abruptness or use of the phrase "no comment."

24. Animals

A person with a Trained Assistive Animal shall be allowed to bring the animal into City Hall. Guards shall advise Thornton's designee that the animal is in the area. Owners of Trained Assistive Animals may be required to provide training certification upon request.

No other animals are to be allowed in City Hall, unless prior approval is granted by Thornton's designee.

25. Crime Prevention

Guards must be alert to prevent potential acts of vandalism, if possible, and discover crimes of burglary or other theft. Suspicious conditions, such as room or building lights turned on where lights usually are not on; doors open where doors are usually not open; or vehicles parked in unusual places, must be investigated. Assistance should be requested from the second Guard, Thornton's designee, and, if warranted, the Thornton Police Department.

A written description of suspicious persons or vehicles shall be made whether or not suspicious persons were interviewed by the Guard. The report shall be completed on the Company's incident report form and submitted to Thornton's designee on a daily basis.

26. Deliveries

All deliveries to City Hall shall be made to Reprographics. Guards shall direct delivery personnel to that location. Any deliveries in question shall be brought to the attention of Thornton's designee.

27. Questions

Patrons entering City Hall may need assistance finding the appropriate location in the building. Guards shall assist as appropriate.

28. Emergency Procedures for X-Ray Equipment

If the X-Ray equipment or the magnetometer does not operate properly, Guards shall turn off the equipment and notify Thornton's designee that repair is needed. Guards shall explain the process followed when the problem was noticed so that a complete repair request can be made of the repair company. A tracker log may be used for repair issues. During an equipment failure, the Guards shall use the hand scanner to scan bags or individuals.

The following Procedures shall be followed WHEN EMERGENCY SITUATIONS ARE PRESENT WITH THE X-RAY EQUIPMENT, including but not limited to:

When a visible liquid type of leakage under the equipment is noticed, or when the machine is producing flames, fumes, gasses, vapors of any kind, immediately turn off the power to the machine.

1. Make no attempt to clean up the spill if one (1) is present.
2. Pull the fire alarm to notify all persons in the room and building to evacuate at once.
3. Dial 9-911 from any phone in the building or Dial 911 if on a cell phone.
4. Notify personnel to vacate the immediate area.
5. Notify Thornton's designee of the immediate problem.
6. Do not let allow anyone to enter the building until it has been cleared by the Fire Department as not hazardous.
7. Once the area has been cleared by the Fire Department as safe, the building may again be opened for business.
8. Guards shall hand search all items that are normally checked through the X-Ray machine.
9. A repair request will be handled by Thornton's designee. Guards shall not operate the machine until it is repaired by the manufacturer's technician.

29. Emergency Plan

FIRE

FIRE ALARM SOUNDING

Guards shall be familiar with all fire alarm sending locations, phones that may be used in an emergency, all emergency exits and stairways leading from City Hall, the fire alarm location panel, and where all firefighting equipment is located in the building.

1. Building and Hallway Fire Alarm Sounding

When the fire alarm sounds in City Hall, Guards shall first check the alarm panel located in the main hallway entrance to the building:

- Guards shall view the alarm panel to determine the location from which the fire alarm was activated. Guards shall direct all visitors and Thornton employees out an exit that shall take them away from the location of the reported fire.
- The location shown on the panel shall be communicated to the Thornton's designee by telephone or in person.

When possible, one (1) Guard shall remain at the Guard post, directing visitors out the building, giving the instructions to the visitors to continue to move away from the entrance and into the parking lot area at a minimum. The second Guard, if able to do so without placing himself at risk, shall ensure the clearing of the main floor. Other Thornton employees designated as floor monitors should communicate with the Guards about other floors if able. Once all visitors have left the Building, the Guard shall wait a safe distance away from the main entrance of City Hall awaiting the Fire/Police Departments, to ensure no one other than the Fire/Police Department enters the building. Once the Fire/Police Department are on scene, the Guard shall proceed to the same location as the visitors.

Guards shall not allow anyone, except Fire/Police personnel past the Guard post and back into City Hall until the building is cleared by the Fire Department. After the Fire Department clears the building for use, the Guards shall notify Thornton's designee.

2. Fire Found by or Reported to the Guard

If a fire is reported to the Guards by a person, the Guards shall attempt to confirm the location of the fire, but shall stay in such position that the main entrance to City Hall is still in view. If the fire is located and is outside of the area where the Guards must remain, a request for help shall be made by use of the two-way radio to the second Guards or by phone to Thornton's designee.

If a fire is confirmed, the Guards shall pull the fire alarm lever closest to the Guards' post. If possible, the Guards shall remain at the Guards post, directing visitors out a safe exit point from the building.

After the Fire/Police personnel has announced the building is safe and people may return, Guards shall screen all visitors and their bags as they enter City Hall. Thornton employees shall not be screened if they have their identification card.

If the Guards observe anyone going into the building other than Fire/Police personnel prior to the building being cleared, Guards shall notify Thornton's designee, a police officer, or fire personnel as soon as possible; but shall not re-enter the building.

After City Hall has been re-opened and all persons returning have been screened, the Guards shall prepare a written report and submit it to Thornton's designee defining the actions taken by the Guards during the period of the emergency and any problems that were observed and/or handled.

TORNADO

TORNADO SIGHTING OR TORNADO WARNING

1. Tornado Warning Alert

If a tornado warning alert is issued to the public that a tornado has been sighted or that radar indicates a tornado is in the immediate area; or if the Guards observe what is believed to be a tornado in the area, or if a person entering City Hall reports a tornado is in the area; the Guards shall immediately report the sighting and the general area of the sighting to Thornton's designee. If possible, the Guards shall remain at the Guard post for further instructions by Thornton's designee.

2. Order to Evacuate

If an order is issued by the City Manager's Office or Thornton's designee to evacuate the building, the Guards shall assist in the evacuation of City Hall.

Guards shall instruct all persons in City Hall to exit the building as directed by Thornton's designee, return to their vehicles, and leave the area.

The Guards shall ensure that no one enters the building until the "all clear" is given by the Fire Department, Police Department, Thornton's designee, or the City Manager's Office.

Guards shall allow people to enter City Hall after the Fire/Police Department or the City Manager's Office has announced the building is safe and people may return. Visitors entering City Hall shall go through the scanning process, except Thornton staff with identification cards.

The Guards shall help make sure that no one re-enters the building until the “all clear” is given by the Fire/Police Department or the City Manager’s Office.

After City Hall has been re-opened and all persons returning have been screened, the Guards shall prepare a written report and submitted it to Thornton’s designee defining the actions taken by the Guards during the period of the emergency and any problems that were observed and/or handled.

If Police/Fire personnel or Thornton’s designee instructs people **not to evacuate** the building due to the safety of everyone concerned, the Guards shall instruct all persons in the building to move to interior room(s) such as lower levels, stairwells and other identified shelter in place location.

TORNADO WATCH

1. Tornado Watch Alert

A Tornado Watch is defined as an to alert the public that conditions are favorable for the development of a tornado in and close to the immediate area, and includes a time frame for the conditions to be favorable.

Once the Guards has been notified by the City Manager’s Office or Fire/Police Departments of the Tornado Watch conditions, the building shall continue to operate as conditions allow.

2. Order to Evacuate

If it becomes necessary to evacuate the building, the Guards shall be instructed by Thornton staff to assist with the clearing of the building. All persons in City Hall shall be instructed to exit the building, go to their vehicles, and leave the area, unless otherwise directed by Fire/Police personnel or City Manager’s staff.

Guards shall allow people to enter City Hall after the Fire/Police Department or the City Manager’s Office has announced the building is safe and people may return. Visitors entering City Hall shall go through the scanning process, except Thornton staff with identification cards.

The Guards shall help ensure that no one re-enters the building until the “all clear” is given by the Fire/Police Department or the City Manager’s Office.

After City Hall has been re-opened and all persons returning have been screened, the Guards shall prepare a written report and submitted it to Thornton’s designee defining the actions taken by the Guards during the period of the emergency, and any problems that were observed and/or handled.

revised 9/2019



**City of
Thornton**

**MEMORANDUM
Support Services**

DATE: December 17, 2019

Route to:	Date Received	Date Signed	Initials
Luis Corchado, City Attorney	12/18/19 (cc)	12/19/19	LC
Erika Senna, Budget Manager	12/20/19	12/20/19	ES
Support Services Admin (for logging)	12/20/19	12/20/19	JS
Kimberly Newhart, Interim Finance Director	12/20/19	12/20/19	KN
Sean Saddler, PE, Contracts & Purchasing Director	12/23/19	12/23/19	SS
Kristen N. Rosenbaum, City Clerk	12/23/19	11/23/19	KR

FROM: Denise Serna, Buyer I
Sean Saddler, Contracts and Purchasing Director

SUBJECT: Agreement with Mercurial Security Solutions, requiring your signature

PROJECT: Armed Guard Security Services, Project No. 261-19

BUDGET IMPACTS:

\$154,000.00 from Account No. 40253.7132
\$105,706.00 from Account No. 40220.7132

The enclosed documents are submitted for your review and signature.

- Prior Legal review by Michael Hickman
- This is a routine document with standard revisions/customization to the menu driven items of Thornton's standard document.
- This document contains modifications (listed below) to Thornton's routine document which may be considered out of the ordinary or of note and may require additional review. _____
- Current Master Agreement
- Other Master Agreement Contract
Reason: _____
- This is a vendor-derived document which has been reviewed by Legal.

cc: Megan deGrood, electronic pdf

file: Armed Guard Security Services, Project No. 261-19

