

**REPORT/RECOMMENDATION TO THE BOARD OF SUPERVISORS
OF SAN BERNARDINO COUNTY
AND RECORD OF ACTION**

September 24, 2024

FROM

TRACY REECE, Chief Probation Officer, Probation Department

SUBJECT

Agreements with Securitas Technology Corporation for Security Equipment, Installation, and Monitoring Services

RECOMMENDATION(S)

1. Approve **Master Services Agreement No. 24-941** with Securitas Technology Corporation, including non-standard terms, for equipment and installation services of intrusion alarm system upgrades, in the one-time aggregate amount of \$27,981, for Probation Department facilities at the following locations:
 - a. 150 W. 5th Street, in San Bernardino
 - b. 15480 Ramona Avenue, in Victorville
 - c. 15345 Bonanza Road, in Victorville
 - d. 401 N. Arrowhead Avenue, in San Bernardino
 - e. 9478 Etiwanda Avenue, in Rancho Cucamonga
2. Approve **Master Services Agreement No. 24-942** with Securitas Technology Corporation, including non-standard terms for monitoring and repair services to intrusion alarm systems, in the annual amount of \$20,052, for the term of October 1, 2024 through September 30, 2029, for Probation Department facilities at the following locations:
 - a. 104 W. 4th Street, in San Bernardino
 - b. 150 W. 5th Street, in San Bernardino
 - c. 15480 Ramona Avenue, in Victorville
 - d. 15345 Bonanza Road, in Victorville
 - e. 1300 E. Mountain View Street, in Barstow
 - f. 401 N. Arrowhead Avenue, in San Bernardino
 - g. 17830 Arrow Boulevard, in Fontana
 - h. 9478 Etiwanda Avenue, in Rancho Cucamonga

(Presenter: Tracy Reece, Chief Probation Officer, 387-5692)

COUNTY AND CHIEF EXECUTIVE OFFICER GOALS & OBJECTIVES

Operate in a Fiscally-Responsible and Business-Like Manner.

Ensure Development of a Well-Planned, Balanced, and Sustainable County.

FINANCIAL IMPACT

Approval of this item will not result in the use of Discretionary General Funding (Net County Cost). The costs of the agreement for equipment and installation, one-time amount of \$27,981, and the agreement for monitoring and repair services, annual amount of \$20,052 (\$1,671

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monthly) for five years, are included the Probation Department's (Department) 2024-25 annual budget and will be included in future recommended budgets.

BACKGROUND INFORMATION

In 2021, Stanley Convergent Security Solutions, Inc. (Stanley) provided facility security systems, equipment, and software services to the Department. In January 2023, Stanley was acquired by Securitas Technology Corporation (Securitas) and required the Department to sign a Master Services Agreement for security systems, equipment, software, and monitoring services. Securitas is the current vendor providing facility security systems, equipment, and software services to eight Department locations. The original equipment and software need to be replaced with new and more efficient technology. Approval of the two recommended Master Services Agreements (MSAs) will ensure the continued safety and security of the Department.

The MSAs are identical, except for the attachments to differentiate the services provided, and contain terms that differ from the standard County contract. The non-standard terms include the following:

1. Payments are due 30 days from the invoice date and failure to timely pay shall incur an interest rate of 1.5% per month.
 - County standard payment terms are Net 60 days with no interest or late payment penalties.
 - Potential Impact: County standard processing time is 60 days or more. Failing to pay Securitas may result in a material breach of the MSAs and allows Securitas to retain an attorney to seek collection efforts or file suit and the County may be subject to payment of attorney fees and expenses related to collection efforts.
2. Securitas maximum liability to the County is limited to an amount equal to the annual service charge for a particular location or \$10,000, whichever is less and if no annual service charge for a particular location, then liability is limited to \$500.
 - The County standard contract does not include a limitation of liability.
 - Potential Impact: Claims could exceed the liability cap and the MSAs amounts leaving the County financially liable for the excess. County Counsel cannot advise on, whether and to what extent New York law may limit or expand the exclusion of limits to the extent prohibited by applicable law.
3. The County's right to bring legal claims is limited to two years.
 - The County standard contract does not include a limit on the time to bring action.
 - Potential Impact: Limiting the County's ability to bring suit to two years' amounts to a waiver of the statute of limitations for claims and shortens the period of time in which the County may file a lawsuit under the MSAs. Securitas' right to bring claims is not similarly limited so it may bring claims any time within the statute of limitations. County Counsel cannot advise on, whether and to what extent New York law may limit or expand the exclusion of limits to the extent prohibited by applicable law.
4. The County is required to indemnify Securitas against all claims, lawsuits and losses by third parties alleged to be caused by the improper operation of the contracted for system whether due to its malfunction or negligent performance of nonperformance by Securitas indulging the installation, repair, monitoring, signal handling, or dispatching of the service.

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- The County standard contract does not include any indemnification or defense by the County of a contractor.
 - Potential Impact: By agreeing to indemnify Securitas, the County could be contractually waiving the protection of sovereign immunity. Claims that may otherwise be barred against the County, time limited, or expense limited could be brought by Securitas without such limitations and the County could be responsible to defend and reimburse Securitas for costs, expenses, and damages, which could exceed the total MSAs amount. County Counsel cannot advise on whether and to what extent New York law may allow the County to require Securitas to defend or indemnify it absent an express provision in the MSAs.
5. Securitas may assign the MSAs without the consent of, but with notification to the County.
- The County standard contract requires that the County must approve any assignment of the contract.
 - Potential Impact: Securitas could assign the MSAs to a third party or business with which the County is legally prohibited from doing business due to issues of Federal debarment or suspension and conflict of interest. The County may be required to terminate the MSAs and must procure another security system as these are critical services to the Department. County Counsel cannot advise on whether and to what extent New York law may affect the enforceability of unilateral changes to the terms.
6. The MSAs do not required Securitas to meet the County's insurance standards as required pursuant to County Policies, 11-05, 11-07, and 11-07SP.
- County Policy requires contractors to carry appropriate insurance at limits and under conditions determined by the County's Risk Management Department and as set forth in County policy and in the County standard contract.
 - Potential Impact: The County has no assurance that Securitas will be financially responsible for claims that may arise under the MSAs, which could result in expenses to the County that exceed the total MSAs amounts. The MSAs require the County to carry adequate insurance.
7. Governing law is the State of New York.
- The County standard contract requires California governing law.
 - Potential Impact: The MSAs will be interpreted under New York law. Any questions, issues or claims arising under the MSAs will require the County to hire outside counsel competent to advise on New York law, which may result in fees that exceed the total MSAs amounts.
8. There is no stated venue in the MSAs.
- County Policy 11-05 requires venue for disputes in Superior Court of California, County of San Bernardino, San Bernardino District.
 - Potential Impact: Securitas is located in Uniontown, Ohio. Having no express venue in the MSAs means that Uniontown, Ohio venue could be applied to disputes arising under the MSAs, which may result in additional expenses that exceed the amount of the MSAs.
9. Except for a limited 90-day equipment warranty, Securitas makes no other warranties and disclaims and excludes all warranties.
- County Policy 11-05 requires a contractor to fully warrant its services and products.

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- Potential Impact: The County's use of the services and/or products is solely at its own risk. County Counsel cannot advise on, whether and to what extent New York law may limit or expand the disclaimers of warranty to the extent prohibited by applicable law.
10. The County is required to notify Securitas prior to any legal required disclosure of confidential information and make reasonable effort to obtain a protective order.
- The County standard contract does not require notice.
 - Potential Impact: The County will need to be aware of its obligation to notify Securitas prior to any disclosure, including in response to a Public Records Act request. Further, the County is obligated to avoid disclosure and seek a protective order, which could create a conflict of interest between the County's compliance obligations under law and its contractual obligations. In addition, County's assistance is at the County's own expense, which could exceed the MSAs amounts.
11. All information pertaining to the services and all copies of Securitas confidential information must be erased or destroyed upon termination of the MSAs and the duty to destroy will expire three years from the effective date of termination.
- The County standard contract does not require destruction of documents and information in the County's possession.
 - Potential Impact: To the extent that the County is required to retain information for a specific period of time, the County may incur liability from failing to retain the information for that period.
12. The County will not solicit or employ Securitas' personnel who participated in the services for a period of up to one year following expiration of termination of the MSAs.
- The County standard contract does not include a non-solicitation/non-compete provision.
 - Potential Impact: The County is prohibited from hiring any employee of Securitas during and for one year after the MSAs expire. Hiring a Securitas employee may result in injunctive relief or liquidated damages.

While the non-standard terms are extensive, approval of the MSAs are recommended as Securitas is the current security system provider for the Department and disruption of these services would be significant and are important to the security of the Department and personnel in the facilities that it operates.

PROCUREMENT

The original cost of the facility security systems, equipment, and software services from Stanley was less than \$1,000, and did not require a competitive process for these purchases. In January 2023, Securitas acquired Stanley and required customers to sign a MSA for facility security systems, equipment, and software services.

Through the merger, Securitas has continued to provide facility security systems, equipment and software services and holds the proprietary right to continue the maintenance and support of the software as well as providing enhancements and programming. The Purchasing Department concurs that a non-competitive justification of proprietary security system enhancements, programming, maintenance and support exists with Securitas.

**Agreements with Securitas Technology Corporation for Security
Equipment, Installation, and Monitoring Services
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REVIEW BY OTHERS

This item has been reviewed by County Counsel (Maria Insixiengmay, Deputy County Counsel, 387-5455) on August 29, 2024; Risk Management (Loretta Acuña, Staff Analyst II, 386-9039) on August 29, 2024; Purchasing (Jessica Barajas, Supervising Buyer, 387-2065) on August 29, 2024; Finance (Iliana Rodriguez, Administrative Analyst, 387-4205) August 30, 2024; and County Finance and Administration (Robert Saldana, Deputy Executive Officer, 387-5423) on September 9, 2024.

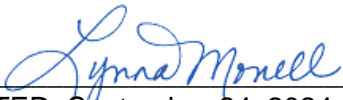
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Record of Action of the Board of Supervisors
San Bernardino County

APPROVED (CONSENT CALENDAR)

Moved: Curt Hagman Seconded: Joe Baca, Jr.
Ayes: Col. Paul Cook (Ret.), Jesse Armendarez, Curt Hagman, Joe Baca, Jr.
Absent: Dawn Rowe

Lynna Monell, CLERK OF THE BOARD

BY 
DATED: September 24, 2024



cc: Probation - Martin w/agrees
 Contractor - c/o Probation w/agree
 File - w/agree
CCM 09/30/2024