

AGREEMENT BETWEEN THE RAPID CITY PUBLIC LIBRARY  
AND SECURITAS SECURITY SERVICES USA, INC.

This Agreement is made and entered into between the Rapid City Public Library Board of Trustees ("Board"), located at 610 Quincy Street, Rapid City, South Dakota 57701, and Securitas Security Services USA, Inc. ("Contractor"), located at 7555 East Hampden Ave., Suite 610, Denver CO 80231.

1. **Security Services Hours and Rate.** The Contractor agrees to provide a uniformed security officer at the library, at an hourly rate of \$24.99, during dates and times designated by Library Director. At the time of execution of this Agreement, Contractor shall provide security services during the following hours:

Downtown:           Monday – Thursday, 9:00 a.m. – 7:00 p.m.  
                          Friday – Sunday, 10:00 a.m. – 6:00 p.m.

When necessary, library management may direct security to stay past the specified hours. Overtime or holiday rates will be charged at an hourly rate of \$36.24.

Library management will also provide Contractor with a list of Board-approved library closings. The Board authorizes the Library Director to set the dates and times for security services to be provided. Other changes to hours based on library schedules will be provided in writing at least 30 days in advance to Contractor, except in emergency situations.

Contractor may raise its rates on 90 day's written notice to account for any increases in (a) health care, benefit, or insurance costs, (b) labor or fuel costs, (c) costs arising from changes to laws, regulations, or insurance premiums, (d) SUI or similar taxes, or e) any other taxes, fees, costs or charges related to Contractor's services. Contractor will provide Board with evidence justifying any such rate increase. Contractor may only raise rates in this fashion once in any 12-month period.

2. **Scope of Security Services.** The primary role of the library's security services is customer service and assurance. The Contractor agrees to the following scope of services for the library for the hours specified above:
  - a. Provide unarmed security services during the specified hours.
    - i. Greet and develop rapport with library customers, especially those who may exhibit disruptive behavior, in order to prevent disruptive incidents or to quickly respond and minimize incidents that do occur.
    - ii. Conduct timely walk-throughs of interior and exterior adjacent areas, to confirm safety of library customers, staff, and the facilities.
    - iii. Assist staff with addressing policy issues when requested.
      1. Library staff have the primary role for addressing policy issues.
    - iv. Proactively engage with substance-impaired individuals, directing them out of the library and/or to appropriate services as needed.

- b. Inform library supervisory staff in a timely manner of all incidents involving suspension from premises.
- c. Provide library management with accurate, timely, and complete security logs to reflect all security staff activities.
- d. Retain confidentiality of security logs and incident details.
- e. Meet with supervisory staff as requested to review security logs and communication protocols.
- f. Be aware of and comply with all library policies and any relevant city ordinances and state laws.
- g. Contractor will provide at its sole expense appropriate and functional equipment (including communication equipment), tools, and supplies necessary to perform the contract services.
  - i. The parties agree that the Board is not responsible for damage, loss, or theft of property belonging to Contractor's security officers.
  - ii. Any equipment/software provided by Contractor in connection with Contractor's services is for Contractor's use and will always be Contractor property. Contractor is not selling or leasing any of the equipment/software to Board, and Contractor will remove its equipment/software upon termination of the Agreement.
- h. Contractor is responsible for any keys or fobs provided by the Board.

3. **Board Responsibilities.** Board will provide the Contractor with all applicable protocols, including but not limited to, any key(s), fob(s), or code(s) needed for access to areas to be patrolled, and contact information for library supervisory staff. Board will provide security officers with an emergency contact fob connected to the Downtown library's security system. The Board will also provide stations and chairs for security officers at each location.

4. **Confidentiality.** The parties agree that Contractor's logs and records fall within the confidentiality provisions in SDCL 14-2-51 and 1-27-1.4(11). Therefore, Contractor agrees to hold as confidential all information gathered as part of the security services provided, including any information within an incident report, security log, or weekly summary. Contractor agrees that neither it nor its employees will disclose this information to anyone other than library management, the Board Chair or his/her designee, or to the police in their investigations on behalf of the library.

Contractor further agrees that neither it, nor any of its employees, will provide any information to outside parties about specific incidents at the library unless directed to do so by library management or the Board. If Contractor or its employees receive any requests for information from the public, the press, or anyone not affiliated in any way with the Board of the library, Contractor agrees that its employees will direct such requests to library management, the police department liaison, or another city official who is designated as a public or media contact.

5. **Payment.** Contractor will send Board a monthly itemized invoice which reflects all hours and fractions thereof of security services provided. Board agrees to pay Contractor within forty-five (45) days of receipt of invoice for all security services performed under this Agreement.

- a. Board may track non-attendance by Contractor's security officers, and request an invoice adjustment for such non-attendance in a timely manner.

- b. If Board fails to pay Contractor within sixty (60) days of receipt of an invoice or corrected invoice, the Contractor may suspend or terminate its services under the Agreement.

6. **Insurance.** Contractor shall obtain and maintain, at its expense, the following minimum limits of occurrence based insurance coverage for the duration of this agreement:

- a. Workers Compensation                      Statutory
- b. WC Employer Liability                      \$100,000.00
- c. Comprehensive General Liability        \$1,000,000.00
- d. General Aggregate                         \$2,000,000.00 per occurrence
- e. Business Automobile Insurance        As required by statute

Such insurance policies shall name Board as an additional insured with respect to all activities arising out of the performance of the services under this agreement. Acceptable Certificates of Insurance and Endorsements confirming the above coverage shall be filed with the library before commencing any work and/or services. Such Certificates shall afford Board 30 days' written notice of cancellation or material change of coverage. The library's failure to obtain from Contractor a Certificate of Insurance conforming to the foregoing requirements shall not be deemed a waiver of any of the foregoing requirements. This paragraph shall in no way limit the provisions of the indemnity area.

7. **Indemnification.** Contractor agrees to indemnify, defend, and hold Board, its officers, agents and employees harmless from and against any and all actions, suits, damages, liability, or other proceedings that may arise from Contractor's services provided under this Agreement. Contractor also agrees to indemnify and defend Board, its officers, agents and employees against any and all liability, losses, claims, damages, costs, and expenses including, but not limited to, costs of defense and reasonable attorney's fees, which Board may hereafter suffer itself or pay to another party by reason of any claim, action, or right of action, at law or in equity, arising out of willful misconduct, error, omission, or negligent act of Contractor and resulting in injury (including death) to any person or damage to any property to the extent such are caused by or are alleged to be caused by Contractor or its employees, any subcontractor or its employees, or any person, firm, partnership, or corporation employed or engaged by Contractor.

Contractor will defend and indemnify Board, and others to be defended or indemnified under the Agreement, against any claim or loss only to the extent the claim or loss is caused by the negligence, gross negligence, willful misconduct or other fault (including, but not limited to breach of contract) of Contractor. Notwithstanding anything to the contrary, in no event will the total liability of either party exceed \$4 million. Further, neither party will be liable to the other for any (a) punitive or consequential damages or (b) damages arising from events beyond the potentially liable party's reasonable control. Contractor will not be liable for any injuries or deaths arising from any conditions of Board's premises. Additional insureds will only be covered by Contractor's insurance for liability assumed by Contractor in this Amendment, subject to the terms of Contractor's Insurance.

8. **Security Licensure.** Contractor agrees that it will maintain all applicable city, state, or federal licensing required. The parties agree that failure to maintain required licensing will effectively terminate this agreement and the Board's obligations will immediately cease.
9. **Term of Agreement.** This Agreement shall expire two years from the date of execution. However, the parties may renew the Agreement for a one-year term upon execution of a written renewal signed by both parties; this Agreement may be renewed for a maximum of two one-year renewal terms.
10. **Termination.** Board may terminate the Agreement at any time by providing written notice of termination to Contractor at least thirty (30) days prior to the date of termination. Contractor may terminate the Agreement without cause or penalty upon ninety (90) days' written notice.
11. **Independent Contractor.** The parties acknowledge that the Contractor, its agents and employees, are independent contractors and are not employees of the Board or the City of Rapid City. The Contractor agrees to maintain Workers' Compensation Insurance for its employees as required under South Dakota law.

The parties further agree the Contractor has the following rights consistent with an independent contractor relationship:

- a. The Contractor will have the right to control and determine the methods and means of performing the contractual services;
  - b. The Contractor has the right to perform services for others during the term of the Agreement;
  - c. The Contractor has the right to hire assistants and subcontractors, or to use employees to provide services under this Agreement;
  - d. Neither the Contractor, its employees, nor subcontractors, are eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan of the City of Rapid City.
13. **Contractor not Law Enforcement Officer.** The parties agree that Contractor is not a law enforcement officer under SDCL Chapters 22-1 or 23-3. The parties agree that Board is not in any way appointing or acknowledging Contractor is a law enforcement officer as that is defined in SDCL 22-1-2 or SDCL 23-3-27.
  14. **Standard Conditions.**
    - a. Waiver. Failure of a party to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver, or deprive that party of the right thereafter to insist upon strict adherence to that term, or any other term of this Agreement.
    - b. Entire Agreement. This Agreement constitutes the entire Agreement of the parties. No other promises or considerations form a part of this Agreement. All prior discussions and negotiations are merged into these documents or intentionally omitted. This Agreement may only be amended or modified in writing by mutual agreement of the parties.

- c. Choice of Law and Venue. The parties agree that the terms of this Agreement shall be governed by the laws of the State of South Dakota. In the event of any conflict of laws, the law of the State of South Dakota shall be controlling. Any legal actions arising out of or relating to this Agreement shall be brought only in the Circuit Court of the State of South Dakota, Seventh Judicial Circuit, located in Rapid City, Pennington County, South Dakota.
- d. Severability. The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any provision shall not alter the validity and enforceability of the other provisions hereof. If any portion of this Agreement is unenforceable for any reason whatsoever, such provision shall be appropriately limited and given effect to the extent that it may be enforceable.
- e. Authority. The Board has authority to enter into this Agreement pursuant to SDCL 14-2-41(5).

*[SIGNATURE PAGES TO FOLLOW]*

Dated this \_\_\_\_\_ of \_\_\_\_\_, 2022.

RAPID CITY PUBLIC LIBRARY  
BOARD OF TRUSTEES

\_\_\_\_\_  
Faye Bice, Chair

STATE OF SOUTH DAKOTA     )  
  )ss.  
COUNTY OF PENNINGTON     )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me, the undersigned officer, Faye Bice, personally appeared and acknowledged herself to be the Chair of the Rapid City Public Library Board of Trustees, and as such, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

(SEAL)  
My Commission Expires:

Dated this 26 of April, 2022.

SECURITAS SECURITY SERVICES USA, INC.

By [Signature]  
Title Area Vice President

STATE OF SOUTH DAKOTA     )  
  )ss.  
COUNTY OF PENNINGTON     )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2018, before me, the undersigned officer, personally appeared \_\_\_\_\_, who acknowledged himself/herself to be the \_\_\_\_\_ of Securitas Security Services USA, Inc. and as such \_\_\_\_\_, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of Securitas Security Services USA, Inc. as \_\_\_\_\_.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

JESSICA THIEME  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20224011475  
MY COMMISSION EXPIRES MARCH 23, 2026  
(SEAL)

[Signature]  
Notary Public

My Commission Expires: