

## PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF SHASTA AND SECURITAS SECURITY SERVICES USA, INC.

This agreement is entered into between the County of Shasta, through its Department of Support Services, Purchasing Unit, a political subdivision of the State of California (“County”) and Securitas Security Services USA, Inc., (“Consultant”) (collectively, the “Parties” and individually a “Party”) for the purpose of providing security services to various County departments.

### Section 1. DEFINITIONS

For the purposes of this agreement, the following definitions shall apply:

- A. Alarm Response Services means responding to the location of an alarm (i.e. burglar, fire, panic, etc.), notifying local emergency response authorities as deemed necessary, securing facilities and grounds, and contacting designated County Contact as needed.
- B. Confidential Informant (CI) means a person who gives information about criminal activity.
- C. County Business Days means Monday through Friday except County holidays as designated by the Shasta County Board of Supervisors.
- D. County Business Hours means 8:00 a.m. to 5:00 p.m., Pacific Time, on County Business Days.
- E. County Contact means an individual designated by County as the primary contact person for security issues related to a specified location, which will be identified in post orders as defined below.
- F. Daily Patrol Services means patrol/surveillance inspections by vehicle (or on foot in areas not visible from a vehicle) undertaken to maintain order and security. These services are generally provided during non-fixed post hours.
- G. HIPAA means the Health Insurance Portability and Accountability Act of 1996.
- H. Incident Report means written or electronic documentation focused on a specific observation, encounter, or event (i.e. disturbance, vandalism, etc.) which is not usual or customary in nature as determined by the Consultant's security officer or the County Contact. An Incident Report documents the chain of events and actions taken, including individuals and/or entities notified. An Incident Report is in addition to a notation on a Shift Activity Report as defined below.
- I. On-Site Fixed Post Security Services means continuous highly visible patrol at specified location(s) during specified time periods, and other duties designated by the County Contact.

- J. Post Orders means the instruction of activities and expectations that apply to security guards who are assigned to a specified location. Post orders also identify County Contacts for the specified location, and any relevant information about the location's building access and layout. Each County location shall have established post orders, which may be modified by County at any time.
- K. Protected Health Information (PHI) means any health information that can identify a specific person, such as their name, address or medical records. PHI can be written, spoken, electronic, or in the form of images.
- L. Personal Identifiable Information (PII) means Personal Identifiable Information that could potentially identify a specific individual.
- M. Shift Activity Report, also referred to as a Daily Activity Report (DAR), means a report describing the usual and customary activities performed by the Consultant's security officer during the security officer's assigned shift. The Shift Activity Report will identify the date and time the activity is performed and the nature of the activity.
- N. Special Response Services means any security response requested by County outside of the scope of services provided through Alarm Response Services, Daily Patrol Services, or On-Site Fixed Post Security Services. Examples may include, but are not limited to, after-hours stand-by for an un-securable location pending temporary repairs (i.e. broken doors or windows), time limited stand-by and escort requests, temporary On-Site Fixed Post Security Services as requested by County, etc.

## **Section 2. RESPONSIBILITIES OF CONSULTANT**

Pursuant to the terms and conditions of this agreement, Consultant shall perform the following responsibilities:

### **A. GENERAL REQUIREMENTS:**

- 1. Consultant shall possess all necessary labor, supervision, uniforms and equipment required to perform the services described in this agreement. Any equipment/software provided by Consultant is and will remain the property of Consultant. Consultant shall remove any equipment/software upon termination of the Agreement.
- 2. Consultant shall possess and maintain any and all licenses and permits as required by local, state or federal agencies.
- 3. Consultant shall maintain a 24-hour communication center, and shall be responsible for operation, maintenance and security of all its communication equipment.

4. Consultant shall provide an online user account for County Contacts which will provide access to post orders, daily activity reports, incident reports, scheduling, training, feedback and more. User access will be limited to their respective department's locations. Access to website will be approved by the Support Services - Purchasing Unit. Consultant shall maintain such access during the term of this agreement and shall notify County Contacts of any maintenance that would make the website inaccessible. Should site be inaccessible, any required reports as described in the Sections following shall be submitted via fax or email to the County Contacts within the timeframes stated therein.
5. County reserves the right to make schedule changes upon forty-eight (48-hour) advance notice to Consultant. Schedule changes shall not affect the billing rate agreed upon.
6. Coordinate with County to provide guard coverage as specified in Attachment A, attached hereto and incorporated herein. County may add, delete or change locations, days and times as agreed upon in writing between the Director of Support Services or their designee, and the Consultant.

**B. ASSIGNED STAFF REQUIREMENTS & TRAINING:**

1. All personnel employed by Consultant shall be dressed in Securitas provided uniform and identified with a name and security badge, shall be well groomed, and shall present a professional appearance. When requested in advance and in writing, personnel shall be required to carry County issued photo identification which shall be provided at the expense of County. Uniforms shall include appropriate weather gear that still allows staff to be easily identified. Uniforms are subject to the County's approval.
2. Assigned personnel should be persons of mature judgment and able to think and act quickly in an emergency. They must also possess and maintain, at the time of assignment, a current permanent Guard Registration card, issued by the California Department of Consumer Affairs, Bureau of Security and Investigative Services.
3. Consultant shall certify that all staff have successfully passed a criminal background check, California Department of Motor Vehicles check, and drug screen prior to assignment with the County, at the Consultant's expense. All security guards shall pass a fingerprint check conducted by the California Department of Justice (DOJ) as a minimum. The County reserves the right to review the background and conduct further security clearances on any assigned personnel, in its discretion.
4. Consultant shall have established physical fitness standards to ensure personnel are physically able to perform the duties described in this agreement.

5. Consultant shall provide initial and ongoing security officer skills training, including child and elder and dependent adult abuse, to all staff assigned to County locations and shall provide refresher training to identified staff upon request by the County. Any refresher training shall address any issues brought to Consultant's attention by the County contact requesting the training.
6. Consultant shall ensure that all known or suspected instances of child abuse or neglect is reported as mandated by section 11166 of the Penal Code. In addition, Consultant shall:
  - a. Require each of Consultant's employees, volunteers, contractors, subcontractors, and agents performing services under this agreement mandated by section 11166 of the Penal Code to report child abuse or neglect, to sign a statement that he or she knows of the statutory mandated reporting requirements and will comply with them.
  - b. Establish procedures to ensure reporting of child abuse or neglect even when Consultant's employees, volunteers, contractors, subcontractors, or agents who are not mandated to report child abuse or neglect under section 11166 of the Penal Code, gain knowledge of, or reasonably suspect, that a child has been a victim of abuse or neglect.
7. Consultant shall ensure that all known or suspected instances of elder abuse or dependent adult abuse is reported as required by section 15630 of the Welfare and Institutions Code. In addition, Consultant shall require each of Consultant's employees, volunteers, contractors, subcontractors, and agents performing services under this agreement mandated by section 15630 of the Welfare and Institutions Code to report elder or dependent abuse or neglect, to sign a statement that he or she knows of the statutory mandated reporting requirements and will comply with them. Acknowledgements shall be maintained by Consultant for four (4) years after its employees, volunteers, contractors, subcontractors, and agents cease providing services for Consultant.
8. Consultant shall keep records that ensure all assigned guards have received their training, registrations and permits as required by State and local authorities, in addition to any specialty trainings requested by County. Additionally, Consultant shall ensure that all guards timely renew their training, registrations and permits as required by State and local authorities, in addition to specialty trainings requested by County. The County may inspect such documentation at any time upon request. Documentation shall be maintained by Consultant for four (4) years after guards cease providing services for Consultant.

9. Any person or person(s) deemed unacceptable by the County for any reason shall be removed from assignment immediately and prohibited from assignment to County locations.
10. When requested by County and prior to working at a location where PHI is located, Consultant shall ensure guards receive any specialty trainings as requested by the County, including but not limited to annual HIPAA and PII training, at the expense of County at the then current hourly rate as provided in Section 4.A.1 of this agreement. PHI and HIPAA training should be completed prior to performing fixed post duties at a County location that possesses PHI. Training documentation shall be maintained by Consultant for four (4) years after guards cease providing services for Consultant.
11. Consultant shall notify County within 24 hours when a guard performing duties for the County is no longer assigned to County sites temporarily or permanently or is reassigned to a different County location so that badge and alarm code access can be changed/disabled accordingly.
12. Consultant shall report to County staff any injuries sustained on County property for appropriate documentation. This includes instances of workplace violence and injuries sustained by County and Consultant's staff.

C. ON-SITE FIXED POST SERVICES:

Consultant shall provide On-site Fixed Post Security Services at the locations, days, and times, excluding County's Official and Observed Holidays as designated by County's Board of Supervisors ("Official and Observed Holidays"), specified by County pursuant to **Attachment A, "Security Locations & Schedules,"** attached hereto and incorporated herein. On-Site Fixed Post Security Services duties shall include, but not be limited to:

1. Patrolling the interior and exterior of the assigned location; being alert to potential threats, panhandlers, and unauthorized solicitors; maintaining a highly visible profile while on duty; refraining from engaging in distractions such as excessive conversations with co-workers or on-site county employees, or utilization of personal electronic devices.
2. Completing one tour of the location's facilities and grounds (where applicable) each hour, and during this hourly tour check in with County staff in areas frequented by the public; checking County vehicles to make certain they are secure; being especially vigilant in the parking areas between 7:00 - 8:00 a.m. and 5:00 - 6:00 p.m. and checking the facility's doors and windows to make certain lock status is correct.
3. Escorting County staff to and from the facilities at the location as requested.

4. Immediately respond to all requests for assistance received from County staff.
5. Participating in the location's Site Safety Committee meetings and providing input and observations on improving site security.
6. Consultant shall provide appropriate communication equipment at each On-Site Fixed Post location to enable County staff to communicate directly with Consultant's licensed security officers during their assigned shift.
7. Within one hour, orally report all requests for assistance received from County staff to the location's designated County Contact.
8. Maintain written or electronic records of all actions taken, contacts with County staff, and suspicious occurrences. Prepare written or electronic Shift Activity Reports and, when applicable, prepare written or electronic Incident Reports. Consultant shall make available a copy of each Shift Activity Report to the designated County Contact within 24 hours of the end of each assigned security officer's shift. Consultant shall provide a copy of each Incident Report to the designated County Contact within 24 hours of the incident. Any necessary photographic documentation accompanying an Incident Report must not include PHI, PII or CI including but not limited to referencing subject(s) as a client or patient.

**D. DAILY PATROL SERVICES:**

Consultant shall provide Daily Patrol Service at random times for the locations specified pursuant to Attachment A, "Security Locations & Schedules". Daily Patrol Service shall include, but not be limited to:

1. Patrol/surveillance by vehicle and/or on foot at locations, times and frequencies shall be random as to not be anticipated by the public. Consultant's personnel may need to physically inspect some areas by exiting the patrol vehicle. Patrol/surveillance shall include: Driving and/or walking through all parking areas and parking structures, paying special attention to stairwells, walkways, and areas not visible from a vehicle (porticos, seating areas, etc.).
  - a. For any parking structure with an elevator and/or closed stairwell, Consultant's personnel shall exit the patrol vehicle and walk the closed stairwell and look inside the elevator.
  - b. Removal of all persons observed on site that are not authorized, encouraging them to clean up debris/waste prior to leaving.
  - c. Investigate suspicious vehicles at the location.
  - d. Check any gated areas to ensure they are secured.

- e. Dispatch of law enforcement whenever a situation or incident arises to the level that warrants law enforcement response.
2. Maintain written or electronic records of all actions taken, contacts with County staff, and suspicious occurrences. Prepare written or electronic Shift Activity Reports and, when applicable, prepare written or electronic Incident Reports. Consultant shall make available a copy of each Shift Activity Report to the designated County Contact within 24 hours of the end of each assigned security officer's shift. Consultant shall provide a copy of each Incident Report to the designated County Contact within 24 hours of the incident.

E. ALARM RESPONSE SERVICES:

Consultant shall provide Alarm Response Services as directed by the alarm monitoring company for the County locations specified pursuant to Attachment A, "Security Locations & Schedules". Alarm Response Services shall include, but not be limited to:

1. Responding to burglar and/or fire alarms and alarm system trouble signals as requested by the County's alarm monitoring company.
2. Dispatching a security officer within five minutes of initial notification of an alarm from the alarm monitoring company and ensuring an officer arrives at the location within 20 minutes of the initial notification.
3. Notifying local law enforcement agencies as Consultant determines to be necessary.
4. Securing the building(s) and grounds, or, if not securable, standing by at the location until relieved by designated County authority for the location or incident and notifying the location's designated County Contact within one hour of alarm response.
5. Completing a written or electronic Incident Report documenting all actions taken, contacts with County staff, and suspicious occurrences. Consultant shall provide a copy of each Incident Report to the designated County Contact within 24 hours of incident.

F. SPECIAL RESPONSE SERVICES:

Consultant shall provide Special Response Services as requested by County Contacts on an as needed basis. Such temporary or as-needed assignments shall not be included in Attachment A but shall be agreed upon in advance between the County Contacts and Consultant. Special Response Services shall include, but not be limited to:

1. Responding to incidents that may occur during or after business hours. This may include anything from removal of a loud/obnoxious person from the lobby to investigation of suspicious individual(s) loitering in or around the building, to requests to clear individuals from parking lots and/or near building doorways prior

to staff entering/exiting the building. Officer shall arrive at the location within one hour of request, or sooner, if possible, unless later response is otherwise requested by County. Consultant shall dispatch law enforcement whenever a situation or incident arises to the level that warrants law enforcement response.

2. Providing afterhours escorts between a County employee's vehicle and a County location. An officer shall arrive at the location requested within 20 minutes of request.
3. Providing dedicated security officer coverage at a County location without current On-Site Fixed Post Security Services. An officer shall arrive at the location requested within one hour of request unless a specific arrival time longer than one hour from initial request has been requested by County.
4. Providing additional officer coverage at a County location with current OnSite Fixed Post Security Services. The officer shall arrive at the location requested within one hour of request unless a specific arrival time longer than one hour from initial request has been requested by County.
5. Maintain written or electronic records of all actions taken, prepare written or electronic Shift Activity Reports, and, when applicable, prepare written or electronic Incident Reports. Consultant shall provide a copy of each Shift Activity Report to the designated County Contact within 24 hours of the end of the shift. Consultant shall provide a copy of each Incident Report to County Contact within 24 hours of the incident.

G. GRIEVANCES:

Consultant shall promulgate and implement written procedures ("Grievance Procedures") whereby recipients of services shall have the opportunity to express and have considered their views, grievances, and complaints regarding the delivery of services pursuant to this agreement. Consultant shall provide a copy of Consultant's Grievance Procedures to County upon request. Consultant shall report all grievances, and the nature thereof, in writing to the County within 10 business days of learning of the grievance. Upon resolution of a grievance or conclusion of the grievance process, Consultant shall, within 10 business days of the resolution or conclusion of the grievance process, report in writing to the County how the grievance was resolved or concluded.

**Section 3. RESPONSIBILITIES OF COUNTY**

Pursuant to the terms and conditions of this agreement, County shall:

- A. Provide and update Attachment A, "Security Locations & Schedules", attached hereto and incorporated herein, identifying those services to be provided on an ongoing basis at various County locations. County shall provide 48 hours' notice of any schedule changes when possible.
- B. Update Attachment A to add, delete or change locations, days and times as agreed upon in writing between the Director of Support Services or their designee and the Consultant.



- C. Work with Consultant to establish post orders for each permanent and temporary County location, to provide information which may include but is not limited to: County site contact names and phone numbers; building layout and access information; burglar and fire alarm monitoring company contact information; keys, cardkeys, alarm codes where applicable; and site-specific duties and expectations.
- D. Compensate Consultant as prescribed in Sections 4 and 5 of this agreement and shall monitor the outcomes achieved by Consultant.

#### **Section 4. COMPENSATION**

- A. Consultant shall be paid for the services described in this agreement as follows:

##### **1. On-site Fixed Post Security Services and Special Response Services**

<b>Contract Year</b>	<b>Hourly Rate*</b>	<b>Holiday/Overtime Hourly Rate**</b>
7/1/25- 12/31/25	\$24.75	\$37.13
1/1/26-12/31/26	*	**

<b>Contract Year</b>	<b>Hourly Rate for Health Care Workers *</b>	<b>Holiday/Overtime Hourly Rate for Health Care Workers**</b>
7/1/25- 12/31/25	\$27.00	\$40.50
1/1/26-12/31/26	*	**

Throughout the term of this agreement:

\*Hourly rate shall increase at a percentage rate proportionate to any annual California minimum wage increase rounded to the nearest penny. For example, if California minimum wage is increased by three percent (3%), then the hourly rate shall increase by three percent (3%).

\*\*Holiday/Overtime Hourly Rate shall be calculated by multiplying the then current hourly rate by 1.5 and rounding to the nearest penny. Overtime is defined as any hours worked over eight (8) hours per day or over 40 hours per week.

##### **2. Daily Patrol Services**

<b>Rate Per Patrol</b>
\$7.00

### 3. **Alarm Response Services**

<b>Rate Per Alarm Response</b>
\$25.00

During the term of this agreement, the Director of Support Services may approve, in writing and in advance, annual changes to the Consultant's Rate/Alarm Response. Such rates shall be subject to a maximum increase or decrease of three percent (3%) per year as published by the United States Bureau of Labor and Statistics Consumer Price Index for all urban consumers (CPI-U) for San Francisco-Oakland-San Jose, CA, for the previous calendar year ending in October.

- B. In no event shall the maximum amount payable under this agreement exceed \$7,000,000, during the entire term of this agreement, including any renewal agreements.
- C. Consultant shall be paid via electronic invoice payment; automated clearing house ("ACH"), County credit card, or Commerce Bank virtual card. ACH payments require submission of the completed Auditor-Controller ACH/Direct Deposit authorization form within five days of execution of this agreement.
- D. Consultant's violation or breach of agreement terms may result in fiscal penalties, withholding of compensation, or termination of agreement.

### **Section 5. BILLING AND PAYMENT**

- A. Consultant shall submit to each County Department by the 15 of each month, an itemized statement or invoice of services rendered during the prior month. County shall make payment within 30 days of receipt of Consultant's correct and approved statement or invoice.
- B. Upon request, Consultant shall provide supporting documentation when billing for overtime hours not worked in the service of the County. Verification of overtime hours shall be provided within 5 business days of request.
- C. Should County, or the state or federal government, disallow any amount claimed by Consultant, Consultant shall reimburse County, or the state or federal government, as directed by County, or the state or federal government, for such disallowed cost.

### **Section 6. TERM OF AGREEMENT**

The initial term of this agreement shall be for three years beginning July 1, 2025, and ending June 30, 2028. The term of this agreement shall be automatically renewed for two additional one-year terms at the end of the initial term, under the same terms and conditions, except as provided in Section 3, unless written notice of non-renewal is provided by either Party to the other Party at least 30 days prior to the expiration of the

initial term or the then current term. Notwithstanding the foregoing, County shall not be obligated for payments hereunder for any future County fiscal year unless or until County's Board of Supervisors appropriates funds for this agreement in County's budget for that County fiscal year. In the event that funds are not appropriated for this agreement, then this agreement shall end as of June 30 of the last County fiscal year for which funds for this agreement were appropriated. For the purposes of this agreement, the County fiscal year commences on July 1 and ends on June 30 of the following year. County shall notify Consultant in writing of such non-appropriation at the earliest possible date.

## **Section 7. TERMINATION OF AGREEMENT**

- A. If Consultant materially fails to perform Consultant's responsibilities under this agreement to the satisfaction of County, or if Consultant fails to fulfill in a timely and professional manner Consultant's responsibilities under this agreement, or if Consultant violates any of the terms or provisions of this agreement, then County shall have the right to terminate this agreement for cause effective immediately upon the County giving written notice thereof to Consultant. If termination for cause is given by County to Consultant and it is later determined that Consultant was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph B of this Section.
- B. County may terminate this agreement without cause on 30 days written notice to Consultant.
- C. County may terminate this agreement immediately upon oral notice should funding cease or be materially decreased during the term of this agreement.
- D. County's right to terminate this agreement may be exercised by the County Executive Officer, or their designee, or Director of Support Services, or their designee.
- E. Should this agreement be terminated, Consultant shall promptly provide to County any and all finished and unfinished reports, data, studies, photographs, charts, and other documents prepared by Consultant pursuant to this agreement in a format acceptable to County.
- F. If this agreement is terminated, Consultant shall only be paid for services satisfactorily completed and provided prior to the effective date of termination.

## **Section 8. ENTIRE AGREEMENT; AMENDMENTS; HEADINGS; EXHIBITS/APPENDICES**

- A. This agreement supersedes all previous agreements relating to the subject of this agreement and constitutes the entire understanding of the Parties hereto. Consultant shall be entitled to no other benefits other than those specified herein. Consultant specifically acknowledges that in entering into and executing this agreement,

Consultant relies solely upon the provisions contained in this agreement and no others.

- B. No changes, amendments, or alterations to this agreement shall be effective unless in writing and signed by both Parties. However, minor amendments, including retroactive, that do not result in a substantial or functional change to the original intent of this agreement and do not cause an increase to the maximum amount payable under this agreement may be agreed to in writing between Consultant and the County Executive Officer, or their designee, or the Director of Support Services, or their designee, provided that the amendment is in substantially the same format as the County's standard format amendment contained in the *Shasta County Contracts Manual* (Administrative Policy 6-101).
- C. The headings that appear in this agreement are for reference purposes only and shall not affect the meaning or construction of this agreement.
- D. If any ambiguity, inconsistency, or conflict exists or arises between the provisions of this agreement and the provisions of any of this agreement's exhibits or appendices, the provisions of this agreement shall govern.

#### **Section 9. NONASSIGNMENT OF AGREEMENT; NON-WAIVER**

Inasmuch as this agreement is intended to secure the specialized services of Consultant, Consultant may not assign, transfer, delegate, or sublet any interest herein without the prior written consent of County. The waiver by County of any breach of any requirement of this agreement shall not be deemed to be a waiver of any other breach.

#### **Section 10. EMPLOYMENT STATUS OF CONSULTANT**

Consultant shall, during the entire term of this agreement, be construed to be an independent contractor, and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Consultant performs the work or services that are the subject matter of this agreement; provided, however, that the work or services to be provided by Consultant shall be provided in a manner consistent with the professional standards applicable to such work or services. The sole interest of County is to ensure that the work or services shall be rendered and performed in a competent, efficient, and satisfactory manner. Consultant shall be fully responsible for payment of all taxes due to the State of California or the federal government that would be withheld from compensation if Consultant were a County employee. County shall not be liable for deductions for any amount for any purpose from Consultant's compensation. Consultant shall not be eligible for coverage under County's workers' compensation insurance plan nor shall Consultant be eligible for any other County benefit. Consultant must issue W-2 and 941 Forms for income and employment tax purposes, for all of Consultant's assigned personnel under the terms and conditions of this agreement.

## **Section 11. INDEMNIFICATION**

- A. To the fullest extent permitted by law, Consultant shall indemnify and hold harmless County, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including, but not limited to, reasonable attorney's fees of County Counsel and counsel retained by County, expert fees, litigation costs, and investigation costs), damages, judgments, or decrees arising from the work or the provision of services undertaken pursuant to this agreement by Consultant, or by any of Consultant's subcontractors, any person employed under Consultant, or under any subcontractor, or in any capacity, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of County. Consultant shall also, at Consultant's own expense, defend the County, its elected officials, officers, employees, agents, and volunteers, against any claim, suit, action, or proceeding brought against County, its elected officials, officers, employees, agents, and volunteers, arising from the work or the provision of services undertaken pursuant to this agreement by Consultant, or any of Consultant's subcontractors, any person employed under Consultant, or under any Subcontractor, or in any capacity. Consultant shall also defend and indemnify County for any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency and shall defend, indemnify, and hold harmless County with respect to Consultant's "independent contractor" status that would establish a liability on County for failure to make social security deductions or contributions or income tax withholding payments, or any other legally mandated payment. The provisions of this paragraph are intended to be interpreted as broadly as permitted by applicable law. This provision shall survive the termination, expiration, or cancellation of this agreement.
- B. This indemnification provision is independent of, and shall not in any way be limited by, Consultant's insurance coverage or lack of coverage, or by the insurance requirements of this agreement. County acknowledgement or approval of Consultant's evidence of insurance coverage required by this agreement does not in any way relieve Consultant from its obligations under this Section.

## **Section 12. INSURANCE REQUIREMENTS**

Without limiting Consultant's duties of defense and indemnification:

- A. Consultant and any subcontractor shall carry Commercial General Liability Insurance, and other coverage necessary to protect County and the public, with limits of \$2 million per occurrence or claim. Such coverage shall:
1. Be equivalent to the current Insurance Services Office (ISO) form CG 00 01, assuring coverage for products and completed operations, property damage, bodily injury, and personal and advertising injury.

2. Include an endorsement, or an amendment to the policy of insurance, naming Shasta County, its elected officials, officers, employees, agents, and volunteers as additional insureds; the additional insureds coverage shall be equal to the current ISO forms CG 20 10 for on-going operations, and CG 20 37 for completed operations.
3. Apply separately to this project and location(s); in the event of a general aggregate limit, the general aggregate limit shall be twice the required per occurrence limit.
4. Contain, or be endorsed to contain, a “separation of insureds” clause which shall read, or have the same effect as the following:

“Separation of Insureds.

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each suit insured against whom a claim is made, or suit is brought.”

- B. Consultant and any subcontractor shall carry Automobile Liability Insurance covering any auto, unless Consultant has no owned autos then covering at minimum hired and non-owned autos, with limits of \$1 million per occurrence or claim. Such coverage shall:
  1. Include, or be endorsed to contain, Additional Insured coverage in favor of Shasta County, its elected officials, officers, employees, agents, and volunteers.
  2. Include, or be endorsed to contain, coverage for hazardous waste transportation, when appropriate to the work being performed.
- C. Consultant and any subcontractor shall carry statutorily required Workers' Compensation Insurance, and Employer's Liability Insurance with limits of \$1 million per occurrence or claim, to cover Consultant, subcontractor, Consultant's partner(s), subcontractor's partner(s), Consultant's employees, and subcontractor's(s') employees, covering the full liability for compensation for injury to those employed by Consultant or subcontractor. Consultant hereby certifies that Consultant is aware of the provisions of section 3700 of the Labor Code, which requires every employer to insure against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and Consultant shall comply with such provisions before commencing the performance of the work or the provision of services pursuant to this agreement.

- D. Consultant shall carry Professional Liability (Errors and Omissions) Insurance, applicable to the Consultant's profession and the services/work being performed, with limits of not less than \$2 million per occurrence or claim, \$2 million aggregate.]
- E. Consultant shall carry coverage for Sexual Abuse or Molestation with limits of \$2 million per occurrence or claim, \$2 million aggregate.
- F. Without limiting any of the obligations or liabilities of Consultant, Consultant shall carry Cyber and Privacy Liability Insurance, applicable to the services/work being performed, with limits of not less than \$2 million per occurrence, \$2 million aggregate; covering, but not limited to, claims involving security breach, system failure, data recovery, damage to persons and property, business interruption, breach response, regulatory fines and penalties, credit monitoring, cyber extortion, social engineering, infringement of intellectual property, invasion of privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. Such coverage shall apply to property damage resulting from any of the above, and for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the County in the care, custody, or control of the Consultant.
- G. Consultant shall require its subcontractors, if any, to carry and maintain insurance coverage and evidence that equals or exceeds the coverage requirements imposed upon Consultant by this agreement.
- H. With regard to all insurance coverage required by this agreement:
  - 1. Any deductible or self-insured retention exceeding \$25,000 for Consultant or subcontractor shall be disclosed to and be subject to approval by the Shasta County Risk Manager prior to the effective date of this agreement; policy shall provide, or be endorsed to provide, that any self-insured retention or deductible may be satisfied by either the named insured or County, and must also provide that defense costs satisfy the self-insured retention or deductible. Any and all deductibles and self-insured retentions shall be the sole responsibility of Consultant or subcontractor who procured such coverage and shall not apply to the Indemnified Additional Insured Parties. County may deduct from any amounts otherwise due Consultant to fund the self-insured retention or deductible.
  - 2. If any insurance coverage required hereunder is provided on a "claims made" rather than "occurrence" form, Consultant or subcontractor shall maintain such coverage with an effective date earlier or equal to the effective date of this agreement and continue coverage for a period of three years after the expiration of this agreement and any extensions thereof. In lieu of maintaining post-agreement expiration coverage as specified above, Consultant or subcontractor may satisfy this provision by purchasing tail coverage for the claims-made policy. Such tail coverage shall, at a

minimum, provide coverage for claims received and reported three years after the expiration date of this agreement.

3. In the event coverage is reduced or canceled, or otherwise materially changed, a notice of said reduction or cancellation or change shall be provided to County within 24 hours.
4. Consultant hereby grants to Shasta County, its elected officials, officers, employees, agents, and volunteers, a waiver of any right to subrogation or recovery which any insurer of said Consultant may acquire against County by virtue of the payment of any loss under such coverage, and agrees to obtain any endorsement that may be necessary to affect this waiver; this provision applies regardless of whether or not County has received such a waiver or endorsement.
5. Any available insurance proceeds in excess of the specified minimum limits and insurance coverage pursuant to the terms of this agreement shall be applicable to County.
6. Before the effective date of this agreement, Consultant shall provide County with certificates of insurance, and all amendatory endorsements or policy amendments, as evidence of meeting insurance coverage required of this agreement; for purposes of verification of Consultant meeting insurance requirements of this agreement, County reserves the right to require any policies, declarations, endorsements, and other documentation.
7. Coverage required herein shall be in effect at all times during the term of this agreement and may be provided by programs of self-insurance when supported by adequate evidence meeting appropriate self-insurance and regulatory compliance. Insurance is to be placed with insurers authorized to transact business in California, with a current A.M. Best's rating of not less than A:VII unless otherwise authorized by County.
8. In the event any insurance coverage expires at any time during the term of this agreement, Consultant shall provide County, at least 20 days prior to said expiration date, a new endorsement or policy amendment evidencing insurance coverage as provided for herein for not less than the remainder of the term of this agreement or for a period of not less than one year. In the event Consultant fails to keep in effect at all times insurance coverage as herein provided and a renewal endorsement or policy amendment is not provided within 10 days of the expiration of the endorsement or policy amendment in effect at inception of this agreement, County may, in addition to any other remedies it may have, terminate this agreement upon the occurrence of such event.
9. For any claims related to this agreement, Consultant's coverage shall be primary and non-contributory. Any coverage maintained by Shasta County,



its elected officials, officers, employees, agents, and volunteers, shall be excess of the Consultant's coverage and shall not contribute with it.

10. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to Shasta County, its elected officials, officers, employees, agents, or volunteers.

### **Section 13. NOTICE OF CLAIM; APPLICABLE LAW; VENUE**

- A. If any claim for damages is filed with Consultant or if any lawsuit is instituted concerning Consultant's performance under this agreement and that in any way, directly or indirectly, contingently, or otherwise, affects or might reasonably affect County, Consultant shall give prompt and timely notice thereof to County. Notice shall be prompt and timely if given within 30 days following the date of receipt of a claim or 10 days following the date of service of process of a lawsuit. This provision shall survive the termination, expiration, or cancellation of this agreement.
- B. Any dispute between the Parties, and the interpretation of this agreement, shall be governed by the laws of the State of California. Any litigation shall be venued in Shasta County.

### **Section 14. COMPLIANCE WITH LAWS; NON-DISCRIMINATION**

- A. Consultant shall observe and comply with all applicable present and future federal laws, state laws, local laws, codes, rules, regulations, and/or orders that relate to the work or services to be provided pursuant to this agreement.
- B. Consultant shall not unlawfully discriminate in employment practices or in the delivery of services on the basis of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, medical condition (including cancer, HIV, and AIDS) physical or mental disability, use of family care leave under either the Family & Medical Leave Act or the California Family Rights Act, or on the basis of any other status or conduct protected by law.
- C. Consultant represents that Consultant is in compliance with and agrees that Consultant shall continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. sections 12101, *et seq.*), the Fair Employment and Housing Act (Government Code sections 12900, *et seq.*), and regulations and guidelines issued pursuant thereto. Furthermore, where applicable, Consultant represents and warrants all websites created for County, or used by Consultant to provide services pursuant to this agreement shall comply with the Americans with Disabilities Act of 1990 and shall specifically conform to the Web Content Accessibility Guidelines found at [www.w3.org](http://www.w3.org), and comply with section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), Subpart B, 1194.22.

- D. No funds or compensation received by Consultant under this agreement shall be used by Consultant for sectarian worship, instruction, or proselytization in a manner prohibited by law.
- E. In addition to any other provisions of this agreement, Consultant shall be solely responsible for any and all damages caused, and/or penalties levied, as the result of Consultant's noncompliance with the provisions of this Section.

**Section 15. ACCESS TO RECORDS; RECORDS RETENTION**

- A. County, federal, and state officials shall have access to any books, documents, papers, and records of Consultant that are directly pertinent to the subject matter of this agreement for the purpose of auditing or examining the activities of Consultant or County. Except where longer retention is required by federal or state law, Consultant shall maintain all records for five years after County makes final payment hereunder. This provision shall survive the termination, expiration, or cancellation of this agreement.
- B. Consultant shall maintain appropriate records to ensure a proper accounting of all funds and expenditures pertaining to the work performed or the services provided pursuant to this agreement. Consultant shall maintain records providing information that account for all funds and expenses related to the provision of services provided pursuant to this agreement. Access to these records shall be provided to County during working days, 8:00 a.m. to 5:00 p.m. and at other times upon reasonable notice by County, and upon request of state and federal agencies charged with the administration of programs related to the work or services to be provided pursuant to this agreement.
- C. Consultant agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate federal, state, or County audit directly related to the provisions of this agreement. Consultant agrees to repay County the full amount of payment received for duplicate billings, erroneous billings, audit exceptions, or false or deceptive claims. Consultant agrees that County may withhold any money due and recover through any appropriate method any money erroneously paid under this agreement if evidence exists of less than full compliance with this agreement including, but not limited to, exercising a right of set-off against any compensation payable to Consultant.

**Section 16. COMPLIANCE WITH CHILD, FAMILY, AND SPOUSAL SUPPORT REPORTING OBLIGATIONS**

Consultant's failure to comply with state and federal child, family, and spousal support reporting requirements regarding Consultant's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family, and spousal support obligations shall constitute a default under this agreement. Consultant's failure to cure such default within 90 days of notice by County shall be grounds for termination of this agreement.

## **Section 17. LICENSES AND PERMITS**

Consultant, and Consultant's officers, employees, and agents performing the work or services required by this agreement, shall possess and maintain all necessary licenses, permits, certificates, and credentials required by the laws of the United States, the State of California, the County of Shasta, and all other appropriate governmental agencies, including any certification and credentials required by County. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this agreement and constitutes grounds for the termination of this agreement by County.

## **Section 18. PERFORMANCE STANDARDS**

Consultant shall perform the work or services required by this agreement in accordance with the industry and/or professional standards applicable to Consultant's work or services.

## **Section 19. CONFLICTS OF INTEREST**

Consultant and Consultant's officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property, or source of income that could be financially affected by or otherwise conflict in any manner or degree with the performance of the work or services required under this agreement.

## **Section 20. NOTICES**

- A. Except as provided in Section 7.C. of this agreement (oral notice of termination due to insufficient funding), any notices required or permitted pursuant to the terms and provisions of this agreement shall be given to the appropriate Party at the address specified below or at such other address as the Party shall specify in writing. Such notice shall be deemed given: (1) upon personal delivery; or (2) if sent by first class mail, postage prepaid, two days after the date of mailing.

If to County:                      Director of Support Services  
County of Shasta  
1450 Court Street, Suite 348  
Redding, CA 96001  
Phone: (530) 225-5515

If to Consultant:                President/CEO/CFO  
Securitas Security Services USA  
245 Hurley Way #172  
Sacramento, CA 95825  
Phone: (916) 870-8035

- B. Any oral notice authorized by this agreement shall be given to the persons specified in Section 20.A. and shall be deemed to be effective immediately.

- C. Unless otherwise stated in this agreement, any written or oral notices on behalf of the County as provided for in this agreement may be executed and/or exercised by the County Executive Officer or their designee.

**Section 21. AGREEMENT PREPARATION**

It is agreed and understood by the Parties that this agreement has been arrived at through negotiation and that neither Party is to be deemed the Party which created any uncertainty in this agreement within the meaning of section 1654 of the Civil Code.

**Section 22. COMPLIANCE WITH POLITICAL REFORM ACT**

Consultant shall comply with the California Political Reform Act (Government Code, sections 81000, *et seq.*), with all regulations adopted by the Fair Political Practices Commission pursuant thereto, and with the County's Conflict of Interest Code, with regard to any obligation on the part of Consultant to disclose financial interests and to recuse from influencing any County decision which may affect Consultant's financial interests. If required by the County's Conflict of Interest Code, Consultant shall comply with the ethics training requirements of Government Code sections 53234, *et seq.*

**Section 23. PROPERTY TAXES**

Consultant represents and warrants that Consultant, on the date of execution of this agreement, (1) has paid all property taxes for which Consultant is obligated to pay, or (2) is current in payments due under any approved property tax payment arrangement. Consultant shall make timely payment of all property taxes at all times during the term of this agreement.

**Section 24. SEVERABILITY**

If any portion of this agreement or application thereof to any person or circumstance is declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal or state statute or regulation or County ordinance, the remaining provisions of this agreement, or the application thereof, shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this agreement are severable.

**Section 25. COUNTY'S RIGHT OF SETOFF**

To the fullest extent permitted by law, County shall have the right but not the obligation, to setoff, in whole or in part, against any compensation owed to Consultant or any of its subsidiaries under any contract with the County, any amount of any Federal or State audit liability owed by or claimed or asserted against the County or any amounts owed to County by Consultant or its subsidiaries.

**Section 26. CONFIDENTIALITY**

During the term of this agreement, both Parties may have access to information that is confidential or proprietary in nature. Both Parties agree to preserve the confidentiality of

and to not disclose any such information to any third party without the express written consent of the other Party or as required by law. This provision shall survive the termination, expiration, or cancellation of this agreement.

**Section 27. CONFIDENTIALITY OF PATIENT INFORMATION**

All information and records obtained in the course of providing services under this agreement shall be confidential, and Consultant and all of Consultant's employees, volunteers, agents, and officers shall comply with state and federal requirements regarding confidentiality of patient information (including, but not limited to, section 5328 of the Welfare and Institutions Code; Civil Code section 56.10; the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the regulations adopted pursuant thereto; Title 42, Code of Federal Regulations, Part 2; and Title 45, Code of Federal Regulations, section 205.50). All applicable regulations and statutes relating to patients' rights shall be adhered to. This provision shall survive the termination, expiration, or cancellation of this agreement.

**Section 28. CONFIDENTIALITY OF CLIENT INFORMATION**

Consultant shall comply with, and require all of Consultant's employees, volunteers, agents, and officers to comply with, the provisions of section 10850 of the Welfare and Institutions Code, and of Division 19 of the California Department of Social Services Manual of Policies and Procedures. This provision shall survive the termination, expiration, or cancellation of this agreement to which the State Department of Social Services regulations apply.

**Section 29. SCOPE AND OWNERSHIP OF WORK**

All research data, reports, and every other work product of any kind or character arising from or relating to this agreement shall become the property of the County and be delivered to the County upon completion of its authorized use pursuant to this agreement with the exception of informal communications such as emails and staff notes, whether those communications or notes are internal to Consultant's staff or between Consultant and any subconsultants. County may use Consultant's such work products for any purpose whatsoever. County acknowledges that its alteration of documents without consent of Consultant, or use of the documents for any purpose unrelated to this agreement's purposes, is at the County's own risk and without liability to Consultant. All works produced under this agreement shall be deemed works produced by a contractor for hire, and all copyright with respect thereto shall vest in the County without payment of royalty or any other additional compensation. Notwithstanding anything to the contrary contained in this agreement, Consultant shall retain all of Consultant's rights in Consultant's own proprietary information, including, without limitation, Consultant's methodologies and methods of analysis, ideas, concepts, expressions, know how, methods, techniques, skills, knowledge, and experience possessed by Consultant prior to, or acquired by Consultant during the performance of this agreement and Consultant shall not be restricted in any way with respect thereto.

**Section 30. USE OF COUNTY PROPERTY**

Consultant shall not use County premises, property (including equipment, instruments, and supplies), or personnel for any purpose other than in the performance of Consultant's obligations under this agreement.

**Section 31. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES**

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this agreement. The Parties further agree that the electronic signatures of the Parties included in this agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this Section, a digital signature is a type of "electronic signature" as defined in subdivision (h) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

***SIGNATURE PAGE FOLLOWS***

**IN WITNESS WHEREOF**, County and Consultant have executed this agreement on the dates set forth below. By their signatures below, each signatory represents that they have the authority to execute this agreement and to bind the Party on whose behalf their execution is made.

**COUNTY OF SHASTA**

Date: \_\_\_\_\_

\_\_\_\_\_  
KEVIN W. CRYE, CHAIR  
Board of Supervisors  
County of Shasta  
State of California

ATTEST:

DAVID J. RICKERT  
Clerk of the Board of Supervisors

By: \_\_\_\_\_  
Deputy

Approved as to form:  
JOSEPH LARMOUR  
County Counsel

RISK MANAGEMENT APPROVAL

Signed by:  
By: Trisha Weber  
3EA8930A101C40F...  
Trisha C. Weber  
Assistant County Counsel  
04/28/2025 | 2:57 PM PDT

Signed by:  
By: Dolyene Lane  
63C541BCE38944C...  
Dolyene Lane  
Risk Manager  
04/28/2025 | 2:18 PM PDT

INFORMATION TECHNOLOGY APPROVAL

Signed by:  
By: Thomas Schreiber  
0333A25F1FD4408...  
Tom Schreiber  
Chief Information Officer  
04/28/2025 | 2:13 PM PDT

CONSULTANT

Date: 04/28/2025 | 12:03 PM PDT

DocuSigned by:  
By: Wallace Lavery  
70DEC80EC9394B6...  
Wallace Lavery  
President/CEO/CFO  
Securitas Security Services USA, Inc.  
Tax I.D.#: 71-0912217

**SECURITY LOCATIONS & SCHEDULES****Fixed Post Locations and Staffing**

Unless otherwise noted, all days cited **exclude** County Holidays.

<b>Location</b>	<b>Staffing</b>
1313 Yuba Street (site also includes 1411 Yuba Street/1612 Market Street (Wraparound); 1604 Market Street (Howell Hall); 1620/1624 Market Street; 1628 Market Street (McFall))	2 officers, Monday through Friday, 07:30– 17:30
1400 California Street*	1 officer, Monday through Friday, 07:30 – 18:00
1550 California Street	1 officer, Monday through Friday, 07:00 – 17:30 1 officer, Monday through Friday, 07:30 – 18:00
1560 Market Street (site also includes 1420 Yuba Street and 1580 Market Street)	1 officer, Monday through Friday, 07:30– 17:30
1506/1518 Market Street	1 officer, Monday through Friday, 07:30 – 17:30
2460 Breslauer Way (site also includes 2406, 2420, and 2430 Breslauer Way)	1 officer, Monday through Friday, 07:00 – 15:00 1 officer, Friday 10:00 – 18:00 1 officer Monday through Thursday, 10:00 – 19:00.
2640 Breslauer Way (site also includes 2632, 2634, and 2644 Breslauer Way)	1 officer, Monday through Friday, 07:00 – 17:00 1 officer, Monday through Friday, 08:00 – 18:00
2757 Churn Creek Road, Suites A and B	1 officer, Monday through Friday, 07:00 – 18:00
1643 Market Street	1 officer, Monday through Friday, 07:00 – 08:30
1450 Court Street (Including Parking Structure)	1 officer, Monday through Friday, 06:30-18:30
36911 Main Street, Burney, CA	1 officer, Monday through Friday, 07:30 – 17:30
2889 Center Street, Anderson	1 officer, Monday through Friday, 07:00-18:00

**Patrol Locations and Number of Patrols per Day**

Patrols are conducted at random times seven days per week, including weekends and County Holidays, outside of regular business hours, 52 weeks per year.

<b>Location</b>	<b># Patrols</b>
1400 California Street / 1550 California Street	1 patrol
2640 Breslauer Way (also includes 2632, 2634, and 2644 Breslauer Way)	2 patrols
1855 Shasta Street	2 patrols
1855 Placer Street	2 patrols
1450 Court Street (Administration Building & Parking Structure)	2 patrols, Saturday & Sunday
1265 Redwood Boulevard	1 patrol
2600 Park Marina Drive	3 patrols
1257 West Street	M-F: 2 patrols and Sat & Sun: 1 patrol



**Alarm Response Locations**

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1. 1313 Yuba Street, Redding, CA
2. 1420 Yuba Street, Redding, CA
3. 1400 California Street, Redding, CA
4. 1550 California Street, Redding, CA
5. 1560 Market Street, Redding, CA
6. 1580 Market Street, Redding, CA
7. 1620/1624 Market Street, Redding, CA
8. 1628 Market Street (McFall), Redding, CA
9. 1810 Market Street, Redding, CA
10. 2420 Breslauer Way, Redding, CA
11. 2430 Breslauer Way, Redding, CA
12. 2460 Breslauer Way, Redding, CA
13. 2632 Breslauer Way, Redding, CA
14. 2634 Breslauer Way, Redding, CA
15. 2640 Breslauer Way, Redding, CA
16. 2644 Breslauer Way, Redding, CA
17. 2757 Churn Creek Road, Redding, CA
18. 2600 Park Marina Drive, Redding, CA