Subject: Contract with Armed Guard Private Security, Inc. for Security Guard Services

Department: Behavioral Health

Meeting Date Requested: June 25, 2019

Contact: Scott Kennelly Phone: 530.891.2850

Regular Agenda □ Consent Agenda ✗

Department Summary: (Information provided in this section will be included on the agenda. Attach explanatory memorandum and other background as necessary).

Armed Guard Private Security, Inc. is a private firm that provides security guard services to various sites occupied by the Department of Behavioral Health. The Department has been utilizing security guard services due to past threats of violence. Having guards posted at sites has helped staff and clients feel safer while conducting daily activities.

The Department recommends entering into a contract with Armed Guard Private Security, Inc. for security guard services. The term of the contract is July 1, 2019 through June 30, 2020, not-to-exceed $164,100.

Fiscal Impact:

Funding for this contract is provided by realignment revenue. There is no impact to the County General Fund.

Personnel Impact:

Does not apply.

Action Requested:

Approve contract and authorize the Chair to sign.

Administrative Office Review: Sang Kim, Deputy Chief Administrative Officer
This Contract, dated as of the last date executed by the County of Butte is between the County of Butte, a political subdivision of the State of California, hereinafter referred to as “County”, and the Contractor indicated in the variable information table below, hereinafter referred to as “Contractor.”

### VARIABLE INFORMATION TABLE

<table>
<thead>
<tr>
<th>Term of This Contract</th>
<th>Term Begins</th>
<th>Term Completion Date</th>
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<th>Contractor Contact Information</th>
<th>County Contact Information</th>
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</thead>
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<tr>
<td>Contractor</td>
<td>Project Manager</td>
</tr>
<tr>
<td>Armed Guard Private Security, Inc.</td>
<td>Justin Boyles</td>
</tr>
<tr>
<td>Address</td>
<td>Address</td>
</tr>
<tr>
<td>500 Cohasset Road, Suite 27</td>
<td>3217 Cohasset Road</td>
</tr>
<tr>
<td>City, State &amp; ZIP</td>
<td>City, State &amp; ZIP</td>
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<td>Chico, CA 95973</td>
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<tr>
<td>Telephone</td>
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<td><a href="mailto:michelle@armedguard.net">michelle@armedguard.net</a></td>
<td><a href="mailto:jboyles@buttecounty.net">jboyles@buttecounty.net</a></td>
</tr>
</tbody>
</table>

**WHEREAS**, County, through the County Department identified above, desires to have work described in the Attachment III - Scope of Work performed; and

**WHEREAS**, Contractor possesses the necessary qualifications to perform the work described herein.

**NOW THEREFORE BE IT AGREED** between the parties to this Contract that this Contract is subject to the provisions contained in the following attachments, which are made a part of this Contract. Should there be any conflicts between this Contract and the attachments that are incorporated herein, precedence shall first be given to the provisions of this Contract followed by the attachments, in descending order, as indicated below:

- Attachment I – Terms and Conditions
- Attachment II – Standard Insurance Requirements
- Attachment III – Scope of Work
- Attachment IV – Perimeter Map

By signature below, the department head or his or her deputy certifies that no unauthorized alterations have been made to the Attachment I – “Terms and Conditions” and/or the Attachment II – “Standard Insurance Requirements.”

Dorian Kittrell
Typed or Printed Name                      Signature                      Date

This Contract and the above listed Attachments represent the entire undertaking between the parties.

**COUNTY**

Steve Lambert                     Date
Chair, Butte County Board of Supervisors

**CONTRACTOR**

Michelle Greene, CFO                     Date
Armed Guard Private Security, Inc.

**REVIEWED FOR CONTRACT POLICY COMPLIANCE**
General Services Contracts Division

By Date

**REVIEWED AS TO FORM**
BRUCE S. ALPERT
Butte County Counsel

By Date
ATTACHMENT I
TERMS AND CONDITIONS

1. **Scope of Work.** The work to be undertaken is identified in the attached “Attachment III – Scope of Work” which is made a part of this Contract.

2. **Reimbursement.** The work shall be performed for the Fixed price, Annual price, Monthly price or Hourly rate as indicated above in the variable information table, but shall not exceed the Not-to-Exceed Price if included in the variable information table. Reasonable expenses are authorized in addition to the Hourly Rate if both the Hourly Rate block and the block authorizing Reasonable Expenses are checked in the variable information table. Payment shall be made after the Project Manager or designee reviews and approves the work and after submittal of an invoice by the Contractor.

3. **County Project Manager.** The County project manager or designee for this undertaking who will receive payment invoices and answer questions related to the coordination of this undertaking is identified above in the variable information table.

4. **Independent Contractor.** Contractor is an independent contractor, working under his/her own supervision and direction and is not a representative or employee of County. Contractor agrees to file tax returns and pay all applicable taxes on amounts paid pursuant to this Contract.

5. **Confidentiality and Ownership.** The COUNTY retains the exclusive right of ownership to the work, products, inventions and confidential information produced for the COUNTY by the CONTRACTOR, and the CONTRACTOR shall not disclose any information, whether developed by the CONTRACTOR or given to the CONTRACTOR by the COUNTY. The parties agree that the COUNTY will own the work, products, inventions or information produced by the CONTRACTOR pursuant to this Contract.

6. **Termination.** This Contract may be terminated by either the County or Contractor by a thirty day written notice. Authorized costs incurred by the Contractor will be reimbursed up to the date of termination. Notwithstanding anything stated to the contrary herein, this Contract shall expire on the Completion Date indicated in the above Variable Information Table unless the Completion Date is modified by written amendment to this Contract.

7. **Indemnification.** Contractor agrees to accept responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release the County, its officers, agents and employees from and against any and all actions, claims, damages, disabilities or expenses that may be asserted by any person or entity, including Contractor, to the extent arising out of or in connection with the negligent acts or omissions or willful misconduct in the performance by Contractor hereunder, whether or not there is concurrent negligence on the part of the County, but excluding liability due to the active negligence or willful misconduct of the County. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under worker’s compensation acts, disability benefit acts, or other employee benefits acts. Contractor shall be liable to County for any loss of or damage to County property arising out of or in connection with Contractor’s negligence or willful misconduct.

8. **Insurance Requirements.** Contractor shall procure and maintain for the duration of this Contract, insurance against claims for injuries to persons or damages to property which may arise from, or be in connection with the performance of the Work hereunder by Contractor, Contractor’s agents, representatives, employees and subcontractors. At the very least, Contractor shall maintain the insurance coverages, limits of coverage, and other insurance requirements as described in Attachment II to this Contract.
9. **Changes to the Contract.** Changes to this Contract may only be approved by written amendment to this Contract.

10. **Contractor’s Standard of Care.** County has relied upon the professional ability and training of the Contractor as a material inducement to enter into this Contract. Contractor hereby warrants that all of Contractor’s work will be performed in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable Federal, State and local laws, it being understood that acceptance of Contractor’s work by County shall not operate as a waiver or release.

11. **Termination for Exceeding Maximum Level of Expenditures.** Contracts exceeding the monetary limits delegated to the Purchasing Agent, or authorized deputies, are not valid unless duly executed by the Chair of the Board of Supervisors. If this Contract was executed for the County of Butte by the Purchasing Agent, or authorized deputy, this Contract shall automatically terminate on the date that the provision of services or personal property or incurring of expenses, the cumulative total of which, exceeds the amount prescribed by Government Code Section 25502.5 for personal services contracts or the amount prescribed by Public Contract Code Section 22032 (b) for public works contracts.

12. **Termination for Exceeding Maximum Term.** Contracts exceeding the three year term delegated to the Purchasing Agent, or authorized deputies, are not valid unless duly executed by the Chair of the Board of Supervisors. If this Contract was executed for the County of Butte by the Purchasing Agent, or authorized deputy, this Contract shall automatically terminate on the date that the term exceeds three years. Amendments to this Contract, or new Contracts for essentially the same purpose, shall not be valid beyond the three year limitation unless duly executed by the Chair of the Board of Supervisors.

13. **Compliance with Laws.** Contractor shall comply with all Federal, State and local laws, rules and regulations including, without limitation, any nondiscrimination laws.

14. **Applicable Law and Forum.** This Contract shall be construed and interpreted according to California law and any action to enforce the terms of this Contract for the breach thereof shall be brought and tried in the County of Butte.

15. **Contradictions in Terms and Conditions.** In the event of any contradictions in the terms and/or conditions of this Contract, these Attachment I TERMS AND CONDITIONS shall prevail.

16. **No Delegation or Assignment.** Contractor shall not delegate, transfer or assign its duties or rights under this Agreement, either in whole or in part, directly or indirectly, by acquisition, asset sale, merger, change of control, operation of law or otherwise, without the prior written consent of County and any prohibited delegation or assignment shall render the contract in breach. Upon consent to any delegation, transfer or assignment, the parties will enter into an amendment to reflect the transfer and successor to Provider. County will not be obligated to make payment under the Agreement until such time that the amendment is entered into.
ATTACHMENT II
STANDARD INSURANCE REQUIREMENTS

*Please provide a copy of Attachment II to your insurance agent.

Contractor shall procure and maintain for the duration of this contract, insurance against claims for injuries to persons or damages to property that may arise from or be in connection with the performance of the work hereunder by Contractor, Contractor's agents, representatives, employees and subcontractors. Before the commencement of work Contractor shall submit Certificates of Insurance and Endorsements evidencing that Contractor has obtained the following forms of coverage:

A. MINIMUM SCOPE AND LIMITS OF INSURANCE: Coverage shall be at least as broad as:

1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2) Automobile Liability: ISO's Commercial Automobile Liability coverage form CA 00 01.
   1. Commercial Automobile Liability: Covering any auto (Code 1) for corporate/business owned vehicles, or if Contractor has no owned autos, covering hired (Code 8) and non-owned autos (Code 9), with limits no less than $1,000,000 per accident for bodily injury and property damage.
   2. If no transportation services of any type are provided, and use of a motor vehicle is strictly limited to travel to and from work or work sites, evidence of Personal Auto Policy coverage with limits no less than $100,000 per person, $300,000 each accident, $50,000 property damage may be provided in lieu of Commercial Automobile Liability Insurance.

3) Workers’ Compensation Insurance: As required by the State of California, with Statutory Limits and Employer’s Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury and disease. *(Not required if Contractor provides written verification he or she has no employees.)*

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

B. OTHER INSURANCE PROVISIONS: The insurance policies are to contain, or be endorsed to contain, the following provisions:

1) The County of Butte, its officers, officials, employees and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage can be provided in the form of an endorsement to Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38 and CG 20 37 forms if later revisions used).

2) For any claims related to this contract, Contractors insurance coverage shall be primary insurance coverage at least as broad as ISO Form CG 20 01 04 13 as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees and volunteers shall be excess of Contractor’s insurance and shall not contribute with it.
3) Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.

C. **WAIVER OF SUBROGATION:** Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the County for all work performed by the Contractor, its employees, agents and subcontractors.

D. **SELF-INSURED RETENTIONS:** Self-insured retentions must be declared to and approved by the County. The County may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.

E. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.

F. **VERIFICATION OF COVERAGE:** Contractor shall furnish County with original certificates of insurance including all required amendatory endorsements (or copies of the applicable policy language affecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

G. **SPECIAL RISKS OR CIRCUMSTANCES:** County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

H. **SUBCONTRACTORS:** Contractor shall include all subcontractors as insured under its policies or require all subcontractors to be insured under their own policies. If subcontractors are insured under their own policies, they shall be subject to all the requirements stated herein, including providing the County certificates of insurance and endorsements **before** beginning work under this contract.
ATTACHMENT III

SCOPE OF WORK

Unless indicated otherwise herein, the Contractor shall furnish all labor, materials, transportation, supervision and management, and pay all taxes required to complete the project described below:

Contractor shall provide County, unarmed security guard services with patrol vehicle at the following County locations:

**Location 1:**

Butte County Behavioral Health Crisis Stabilization Unit/ Crisis, Chico Adult Services Clinic and Treatment Court  
560 Cohasset Rd.  
Chico Ca 95926.

*Unarmed* security guard services shall be performed **daily, July 1, 2019 through June 30, 2020, from 8:00am to 11:00pm, including holidays.**

**Location 2:**

Butte County Behavioral Health Oroville Adult Services  
18 County Center Drive  
Oroville, CA 95965

*Unarmed* security guard services shall be performed **week days, July 1, 2019 through June 30, 2020, from 8:00am to 5:00pm, County holidays excluded. Please see COUNTY HOLIDAYS below.**

STAFFING AND PATROL

**Location 1:**

The Contractor’s employee shall be stationed at Crisis Services (560 Cohasset Road, Suite 180), except for the following times when the employee will be stationed at Chico Adult Services (560 Cohasset Road, Suite 175):

- Monday through Thursday 1:00 pm to 3:00 pm.
- Tuesday 8:30 am to 10:30 am.
- Any other time needed as requested by County.
- Intermittent time will be spent at Treatment Court (560 Cohasset Road, Suite 165). This will be based on program needs.

Contractor shall perform a perimeter walk every hour, please see Attachment IV – Perimeter Map.

**Location 1 and 2:**

The Contractor shall conduct regular and routine sweeps of the building and occasional observation of the client parking area. Security personnel shall be certified with all appropriate state of California requirements, and shall be knowledgeable in proper tactics to control persons and situations and/or restrain as appropriate.

Contractor staff shall assist County staff and clients during building evacuations or emergency situations. Assistance could include directing vehicular traffic and close interface with law enforcement. Security staff shall follow directions of the on-site Assistant Director or their designee.
COUNTY HOLIDAYS

The County observes the following holidays:

- New Years Day
- Martin Luther King
- Presidents Day
- Cesar Chavez Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran’s Day
- Thanksgiving & Day following
- Christmas

If a holiday falls on a Saturday, it is observed the previous Friday. If it falls on a Sunday, it is observed the following Monday. Contractor shall be notified in advance if certain County buildings have additional closure dates.

Holiday schedule does not impact guard services at Location 1.

CONTRACTOR RESPONSIBILITY

Under the direction of County’s Project Manager, Contractor shall provide security guard services that include but are not limited to:

1. Providing a visible presence in monitored areas of the facility.
2. Assisting County staff in defusing arguments or disturbances with the public, whether it is inside and/or outside of the facility. Threatening situations shall immediately be reported to 911 and County Project Manager.

CONTRACTOR DUTIES

1. Contractor shall submit activity report to County Project Manager that include interactions with individuals and all actions taken. County shall contact Contractor if daily reports are needed.
2. Contractor shall submit incident reports within 24 hours of each incident.
3. Contractor shall have 24 hour dispatch available.
4. Contractor security guards shall comply with all laws and government ordinances and adhere to County policy, guidelines and regulations regarding confidentiality, civil rights and mandated reporter requirements, etc.
5. Contractor security guards shall have uniforms that bear a patch identifying the Contractor and nametags or identification cards with picture that are properly worn and displayed.
6. Contractor security guards shall be unarmed, but shall be knowledgeable in proper tactics to control persons and situations and/or restrain as appropriate.
7. Contractor security guards shall immediately report all threatening situations to 911.
8. Contractor shall assume full liability for any use of force by its security guards and any other activities not within the best interests of County.
9. Contractor security guards shall assist County staff during evacuations or emergency situations. Assistance could include directing vehicular traffic and/or close interface with law enforcement.

10. Contractor security guards shall provide good customer service and positive image in appearance, attitude, courtesy, and job knowledge.

11. Contractor shall enforce facility policies, i.e. tobacco free and no weapon policies

12. Upon County request, Contractor security guards shall escort County employees to their cars at the end of employee shift.

13. In the event of a problem, County Project Manager shall be the single point of contact for County.

14. Contractor shall not participate in media interviews or make public statements about activities or policies of County or Contractor's company and services provided.

15. Upon County Request, Contractor security guards shall wand specific individuals with a metal detector.

16. There may be occasions, when County staff shall request that Contractor deny access of a specific individual into a County site. In situations of this nature, Contractor shall:
   a. Use extreme caution if Contractor observes this individual (or any individual exhibiting behavior that is or could be, violent or abusive) and shall notify the proper authorities immediately.
   b. Contractor shall act according to instructions and training from his/her supervisor when dealing with potentially violent individuals.

Contractor shall maintain a visual presence at County facilities, while performing other established duties. Should questions or conflicts arise in performing said duties, they shall be brought to the attention of the County Project Manager

**CONTRACTOR REQUIREMENTS**

1. Contractor shall be licensed by the State of California as a private security operator for the term of the contract.

2. It is the responsibility of the Contractor that security guards meet all California Law requirements and shall maintain California Guard Registration Card during the term of the contract.

3. Contractor and employees shall comply with all the laws and government ordinances and adhere to County policy, guidelines and regulations regarding confidentiality, civil rights and mandated reporter requirements.

**CONTRACTOR SHALL MAINTAIN FOLLOWING QUALIFICATIONS**

Contractor is licensed by the State of California as a private security operator. Contractor shall have a minimum of (2) two years' experience providing security services. Contractor shall maintain a staffed operations/dispatch center with 24/7 radio. Contractor shall provide a supervisor for immediate response to calls for assistance or inquiries from employees. The supervisor may also act in the capacity of an assigned security guard

**SECURITY GUARD QUALIFICATIONS**

Contractor's employees shall meet the following minimum qualifications in order to be stationed at County facilities under this contract:
• Minimum 2 years' experience in security or comparable position (unless an exception is made by County)
• High School Diploma or GED
• Minimum certification to maintain Guard Card
• Current and clear background check within 6 months of start date of this contract.
• Contractor shall provide evidence of the successful completion of CPI -Crisis Prevention Intervention (or similarly related) techniques class to defuse crisis/agitated situations.
• In the event that Contractor is not immediately able to comply with licenses for all staff, negotiation of time limit is open for discussion. The intent shall be for all guards to complete training as stipulated by County.

Contractor employees shall NOT have:

1. Any conviction or charge pending court disposition with respect to felonies or misdemeanors involving violence, weapons, theft, robbery, burglary, embezzlement, dishonesty, moral turpitude, drugs (excluding misdemeanor marijuana convictions), or sexual activity.

2. Any conviction or charge pending court disposition involving a serious felony which is listed in Penal Code section 1192.7(c) or any violent felony which is listed in Penal Code section 667.5(c).

3. Any conviction or charge pending court disposition with respect to felonies or misdemeanors contributing to the delinquency of a minor.

4. Any conviction or charge pending court disposition with respect to felonies or misdemeanors involving mob action (a.k.a. gang activity).

5. Outstanding bench warrant.

6. Failure to appear in court within six (6) months.

7. Felony drunk driving; felony false imprisonment; felony hit and run; kidnapping; terrorist threat; bribery; extortion; and perjury.

BACKGROUND CHECKS

One (1) week prior to commencement of contract, Contractor shall provide BCDBH with reports of background investigations including fingerprinting, of those security guards assigned to BCDBH locations.

Contractor shall also provide County reports of background investigations including fingerprinting, of all current and new employees to be considered for assignment to County one week prior to commencement of their assignment.

County reserves the right to review background investigations of those security guards to be considered for assignment and to reject any security guard regardless of the background investigation.

The Point of Contact or their Designee for County reserves the right to interview any security guard to be considered for assignment at County locations

TRAINING

Contractor staff shall comply with all laws and government ordinances and adhere to Butte County Department of Behavioral Health (BCDBH) and County policy, guidelines and regulations regarding confidentiality, civil rights and mandated reporter requirements etc. Contractor's security staff may attend BCDBH and/or County trainings as required.
TRAINING DOCUMENTATION

Contractor shall provide documentation as cited below for all employees:

1. Contractor shall maintain training records for each employee. Training records shall document all training received, employee's qualifications, permits, and certificates of completion. Such records shall be made available to County for inspection within 15 days of request.

2. Contractor shall assure that each security guard receives eight hours of annual practice and review required by subdivision (f) (1) of the State of California Business and Professions Code Section 7583.6.

3. Contractor's employees shall be trained in basic duties at the assigned facility before assuming any post. Such training shall include, but not be limited to the following:
   - fundamentals of security and safety
   - building security
   - human relations and conflict management
   - crowd control
   - laws of arrest and who/when to call for backup or assistance
   - emergency evacuation plans and procedures
   - use of any special equipment, e.g., radios, panic button system, etc.
   - all security, fire and life safety systems at the site
   - locking and unlocking procedures
   - location of all County offices
   - proper use of County telephone equipment.

4. Contractor shall be responsible to perform a physical inspection of the sites. Contractor shall coordinate with the Project Manager to establish a written set of instructions for employees at each location.

PROFESSIONAL APPEARANCE AND CONDUCT

Contractor shall provide appropriate uniforms and ensure that employees are dressed within the standards identified:

1. Uniforms shall portray a positive presence for care and control of facilities and staff/clients. Contractor shall ensure that uniforms are standardized for all personnel.

2. Contractor's employees shall be attired in a clean, neat appearing, well-fitted uniform bearing Contractor's identification insignia, and shoes shall be well maintained.

3. Contractor shall furnish uniforms, special clothing, equipment, insignias, badges, and nametags at no cost to County.

4. Non-standard articles of clothing may not be worn with the guard uniform.

5. Worn, frayed, stained, or torn uniforms shall be immediately replaced.

6. Contractor shall ensure that employees wear nametags and/or identification cards with picture. Contractor shall provide the nametags at Contractor's expense. County shall provide identification cards, which provide building access. Contractor shall ensure that all employees wear nametags and identification cards visibly and worn properly.
WEAPONS AND USE OF FORCE

Contractor shall ensure that all employees are aware of the following points with regard to how they handle situations within the County building sites:

1. The use of weapons and/or force by employees assigned to any County site is permitted only under extreme circumstances. The use of force by Contractor's employee beyond that necessary for self-defense and/or the safety of others shall be grounds for removal of the employee.

2. Contractor's employees shall have normal concern for their own physical safety and should take reasonable precautions not to place themselves in situations which would encourage violence or abuse against either themselves or other persons in the area. However, if threatened, may take all reasonable steps necessary to protect themselves and others from injury or harm.

3. Contractor shall assume full liability for any use of force by its employees and any other activities not within the best interests of County.

ARREST/DETAINMENT

County prohibits the use of arrest powers by Contractor's employees. When necessary, the proper appropriate law enforcement shall be summoned. Contractor's employees except as absolutely necessary for self-defense, or protection of others in immediate danger, shall use no force. Contractor's employees shall always be cooperative with authorized emergency personnel, and shall assist emergency personnel as appropriate. Contractor's employees shall surrender their authority to emergency personnel. Contractor's powers of arrest are no greater than those of a private citizen. Contractor shall assume full liability for any of its employees in the exercise of any police authority

DISQUALIFICATION OF GUARD PERSONNEL

1. Disqualification of Contractor's employee shall occur if an employee is found in violation of the terms of conduct required by County. The arrest and/or conviction for any crime may be cause for reassignment of any of Contractor's employees upon request by County.

2. County reserves the right to refuse or reject any person assigned under the contract either with or without cause. If the Contractor's employee is removed from a County site at the request of County the employee shall not be reassigned to any other County site without first receiving written approval from the County Project Manager or their Designee allowing the employee in question to continue providing services for County

LICENSES/CERTIFICATES

1. Contractor shall provide evidence of certification of those security guards assigned to County issued by the State of California qualifying said security guard to perform the required services.

2. Contractor shall provide evidence of the successful completion of First Aid and CPR training for those security guards assigned.

3. Contractor shall provide evidence of the successful completion of Crisis Prevention Intervention (or similarly related) techniques class to defuse crisis/agitated situations.

BODY CAMERAS

All body cameras shall be turned off before entering any County site.
CONTRACTOR COMPENSATION:

For “As Needed” Services for Behavioral Health sites from July 1, 2019 through June 30, 2020

<table>
<thead>
<tr>
<th>Description of Services</th>
<th>Hourly Rate</th>
</tr>
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<tbody>
<tr>
<td>Unarmed Security Guard with Patrol Vehicle</td>
<td>$21.00/Hour</td>
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<td>Armed Security Guard with Patrol Vehicle</td>
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<td>Unarmed Security Guard with Patrol Vehicle - Overtime</td>
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<tr>
<td>Holiday Rate - Armed</td>
<td>$36.00/Hour</td>
</tr>
</tbody>
</table>

Compensation

Maximum compensation under this Agreement shall not exceed ONE HUNDRED SIXTY FOUR THOUSAND ONE HUNDRED DOLLARS ($164,100.00).

Contractor shall submit fully delineated invoices to County Project Manager for each site where services are provided.

OVERTIME

Overtime rate is for unforeseen incidents requiring security staff to remain on-site after a normal scheduled shift has concluded. Any overtime hours will be authorized by the County liaison or designee prior to the event, or upon a documented incident then authorized on an as needed basis.

NOTICES

Contractor shall send all correspondence, including invoices and reports to:

Butte County Behavioral Health Department
Administrative Support Division
Attn: Justin Boyles
3217 Cohasset Road
Chico, CA 95973

OR submitted by email to dbhclaims@buttecounty.net

COUNTY RESPONSIBILITY

1. In the event of a problem, County shall provide Contractor with a single point of contact.
2. After receipt, review and approval of Contractor invoice, County shall make every effort to pay within 30 days.