

AGREEMENT

This Agreement is made and entered into this 11th day of July 2017, by and between the **COUNTY OF FRESNO**, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and **VAL SECURITY, INC.**, a Private for Profit Corporation, whose address is 100 Admiral Callaghan Lane #6493, Vallejo, CA 94591, hereinafter referred to as "CONTRACTOR."

WITNESSETH:

WHEREAS, COUNTY, through its Department of Social Services (DSS), Department of Behavioral Health (DBH), and Department of Public Health (DPH) has a need for unarmed security services at COUNTY's Coalinga Regional Center located at 311 Coalinga Plaza, Coalinga, CA 93210, Kerman Neighborhood Center located at 15180 W. Whitesbridge, Kerman, CA 93630, Reedley Regional Center located at 1680 E. Manning Avenue, Reedley, CA 93654, and Selma Regional Center located at 3800 McCall, Selma, CA 93662; and

WHEREAS, CONTRACTOR, has the equipment and personnel skilled in the provision for such services.

NOW, THEREFORE, in consideration of their mutual covenants and conditions, the parties hereto agree as follows:

1. SERVICES

- A. CONTRACTOR shall provide all services as identified in COUNTY's Request for Quotation (RFQ) No. 17-069 dated April 3, 2017, and CONTRACTOR's response to said RFQ, dated April 27, 2017, all incorporated herein by reference and made part of this Agreement.
- B. CONTRACTOR shall provide all security services as set forth in Exhibit A, attached hereto and by this reference incorporated herein.
- C. CONTRACTOR and COUNTY acknowledge that requested hours of coverage may adjust based upon need and demand, and vendor shall adjust coverage and billing accordingly.
- D. In the event of any inconsistencies among the documents described in

1 Paragraphs 1.A and 1.B herinabove, the inconsistency shall be resolved by
2 giving precedence in the following order; 1) to this Agreement, including all
3 Exhibits attached hereto, 2) to the RFQ, 3) to the response to the RFQ. A copy
4 of COUNTY's RFQ No. 17-069 and CONTRACTOR's response shall be
5 retained and made available during the term of the Agreement by COUNTY's
6 DSS.

7 E. One (1) week prior to commencement of contract, CONTRACTOR shall provide
8 COUNTY copies of background investigation reports including fingerprinting of
9 CONTRACTOR's security officer's assigned to COUNTY's Coalinga, Kerman,
10 Reedley, and Selma Centers.

11 a. CONTRACTOR shall also provide duplicate reports of background
12 investigations including fingerprinting of all current and new employees
13 being considered for assignment at COUNTY's Coalinga, Kerman, Reedley,
14 and Selma Centers, one week prior to commencement of assignment.

15 b. COUNTY reserves the right to review said background investigations of
16 CONTRACTOR's security officers being considered for assignment at
17 COUNTY's Coalinga, Kerman, Reedley, and Selma Centers.

18 c. COUNTY reserves the right to reject any security officer at COUNTY's sole
19 discretion, regardless of the results of said background investigation.

20 F. CONTRACTOR shall, no later than twenty-four (24) hours from the close of every
21 business day, turn over to COUNTY all Incident Reports relating to said security
22 services provided at COUNTY's Coalinga, Kerman, Reedley, and Selma Centers.

23 G. CONTRACTOR shall ensure that COUNTY's Coalinga, Kerman, Reedley, and
24 Selma Center facility keys and vendor badges issued to CONTRACTOR for the
25 purpose of carrying out said security services shall be safeguarded from loss, theft or
26 damage and secured in accordance with the instruction of COUNTY's designee.
27 CONTRACTOR shall identify, and with COUNTY approval, develop a policy and
28 procedure outlining the control and responsibility of said facility keys. Violation of

1 the above provision may result in the CONTRACTOR being deemed irresponsible
2 for the purposes of future COUNTY bids and may be grounds for the termination of
3 this Agreement at the option of COUNTY.

4 All security services, including any additional or emergency services requested by designated
5 COUNTY staff, shall be performed so that any interruption to COUNTY's normal business operations
6 shall be kept to a minimum.

7 **2. TERM**

8 The term of this Agreement shall be for a period of 3 years, commencing on July 1, 2017
9 through and including June 30, 2020. This agreement may be extended for two (2) additional
10 consecutive twelve (12) month periods upon the approval of both parties no later than thirty (30) days
11 prior to the first day of the next twelve month extension period. The Director of the DSS or designee
12 is authorized to execute such written approval on behalf of COUNTY based on CONTRACTOR's
13 satisfactory performance.

14 **3. TERMINATION**

15 A. Non-Allocation of Funds - The terms of this Agreement, and the services to be
16 provided thereunder, are contingent on the approval of funds by the appropriating government agency.
17 Should sufficient funds not be allocated, the services provided may be modified, or this Agreement
18 terminated at any time by giving CONTRACTOR thirty (30) days advance written notice.

19 B. Breach of Contract - COUNTY may immediately suspend or terminate this
20 Agreement in whole or in part, where in the determination of COUNTY there is:

- 21 1) An illegal or improper use of funds;
- 22 2) A failure to comply with any term of this Agreement;
- 23 3) A substantially incorrect or incomplete report submitted to COUNTY;
- 24 4) Improperly performed service.

25 In no event shall any payment by COUNTY constitute a waiver by COUNTY of
26 any breach of this Agreement or any default which may then exist on the part of CONTRACTOR.
27 Neither shall such payment impair or prejudice any remedy available to COUNTY with respect to the
28 breach or default. COUNTY shall have the right to demand of CONTRACTOR the repayment to

1 COUNTY of any funds disbursed to CONTRACTOR under this Agreement, which in the judgment of
2 COUNTY were not expended in accordance with the terms of this Agreement. CONTRACTOR shall
3 promptly refund any such funds upon demand or, at COUNTY's option; such repayment shall be
4 deducted from future payments owing to CONTRACTOR under this Agreement.

5 C. Without Cause - Under circumstances other than those set forth above, this
6 Agreement may be terminated by CONTRACTOR or COUNTY or COUNTY's DSS Director, or
7 designee, upon thirty (30) days advance written notice of an intention to terminate the Agreement.

8 **4. COMPENSATION**

9 For actual services provided as identified in the terms and conditions of this Agreement,
10 including Exhibit A, COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive
11 compensation in accordance with Exhibit B, "Budget Summary," attached here to and by this
12 reference incorporated herein. Payment shall be made upon certification or other proof satisfactory to
13 COUNTY's DSS that services have actually been performed by CONTRACTOR as specified in this
14 Agreement.

15 For each twelve (12) month period of this Agreement, in no event shall services
16 performed under this Agreement be in excess of One Hundred Seventy-Four Thousand Six Hundred
17 Fifty-Two (\$174,652) for years one through three, and One Hundred Eighty Thousand Six Hundred
18 Seventy-Seven and No/100 Dollars (\$180,677) for years four and five. The cumulative total of this
19 Agreement shall not be in excess of Eight Hundred Eighty-Five Thousand Three Hundred Seven and
20 No/100 Dollars (\$885,307.00). It is understood that all expenses incidental to CONTRACTOR's
21 performance of services under this Agreement shall be borne by CONTRACTOR.

22 Except as provided below regarding State payment delays, payments by COUNTY shall
23 be in arrears, for services provided during the preceding month, within forty-five (45) days after
24 receipt, verification, and approval of CONTRACTOR's invoices by COUNTY's DSS. If
25 CONTRACTOR should fail to comply with any provision of this Agreement, COUNTY shall be
26 relieved of its obligation for further compensation. All final claims and / or any final budget
27 modification requests shall be submitted by CONTRACTOR within sixty (60) days following the final
28 month of service for which payment is claimed. No action shall be taken by COUNTY on claims

1 submitted beyond the sixty (60) day closeout period. Any compensation which is not expended by
2 CONTRACTOR pursuant to the terms and conditions of this Agreement shall automatically revert to
3 COUNTY.

4 The services provided by CONTRACTOR under this Agreement are funded in whole or
5 in part by the State of California. In the event that funding for these services is delayed by the State
6 Controller, COUNTY may defer payment to CONTRACTOR. The amount of the deferred payment
7 shall not exceed the amount of funding delayed by the State Controller to COUNTY. The period of
8 time of the deferral by COUNTY shall not exceed the period of time of the State Controller's delay of
9 payment to COUNTY plus forty-five (45) days.

10 **5. INVOICING**

11 CONTRACTOR shall invoice COUNTY in arrears by the tenth (10th) day of each month
12 for actual expenses incurred and services rendered in the previous month to:

13 DSSInvoices@co.fresno.ca.us, Attention: DSS Facility Resources Analyst. Invoices shall include all
14 corresponding documentation submitted and identified by line item. No reimbursement for services
15 shall be made until invoices, reports and outcomes are received, reviewed and approved by
16 COUNTY's DSS.

17 At the discretion of COUNTY's DSS Director or designee, if an invoice is incorrect or is
18 otherwise not in proper form or substance, COUNTY's DSS Director or designee shall have the right
19 to withhold payment as to only that portion of the invoice that is incorrect or improper after five (5)
20 days prior notice to CONTRACTOR. CONTRACTOR agrees to continue to provide services for a
21 period of ninety (90) days after notification of an incorrect or improper invoice. If after the ninety
22 (90) day period, the invoice(s) is still not corrected to COUNTY's DSS satisfaction, COUNTY's DSS
23 Director or designee may elect to terminate this Agreement, pursuant to the termination provisions
24 stated in Paragraph Three (3) of this Agreement. In addition, for invoices received ninety (90) days
25 after the expiration of each term of this Agreement or termination of this Agreement, at the discretion
26 of COUNTY's DSS Director or designee, COUNTY's DSS shall have the right to deny payment of
27 any additional invoices received.

28 **6. INDEPENDENT CONTRACTOR**

1 In performance of the work, duties, and obligations assumed by CONTRACTOR under
2 this Agreement, it is mutually understood and agreed that CONTRACTOR, including any and all of
3 CONTRACTOR's officers, agents, and employees will at all times be acting and performing as an
4 independent contractor, and shall act in an independent capacity and not as an officer, agent, servant,
5 employee, joint venturer, partner, or associate of COUNTY. Furthermore, COUNTY shall have no
6 right to control or supervise or direct the manner or method by which CONTRACTOR shall perform
7 its work and function. However, COUNTY shall retain the right to administer this Agreement so as to
8 verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions
9 thereof. CONTRACTOR and COUNTY shall comply with all applicable provisions of law and the
10 rules and regulations, if any, of governmental authorities having jurisdiction over matters which are
11 directly or indirectly the subject of this Agreement.

12 Because of its status as an independent contractor, CONTRACTOR shall have
13 absolutely no right to employment rights and benefits available to COUNTY employees.
14 CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees
15 all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and
16 save COUNTY harmless from all matters relating to payment of CONTRACTOR's employees,
17 including compliance with Social Security, withholding, and all other regulations governing such
18 matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be
19 providing services to others unrelated to COUNTY or to this Agreement.

20 **7. MODIFICATION**

21 A. Any matters of this Agreement may be modified from time to time by the written
22 consent of all the parties without, in any way, affecting the remainder.

23 B. CONTRACTOR hereby agrees that changes to the compensation under this
24 Agreement may be necessitated by a reduction in funding from State and / or Federal sources.
25 COUNTY's DSS Director or designee may modify the maximum compensation depending on State
26 and Federal funding availability, as stated in Section Four (4) in this Agreement. CONTRACTOR
27 further understands that this Agreement is subject to any restrictions, limitations or enactments of all
28 legislative bodies which affect the provisions, term, or funding of this Agreement in any manner.

1 **8. NON-ASSIGNMENT**

2 Neither party shall assign, transfer or subcontract this Agreement nor their rights or
3 duties under this Agreement without the prior written consent of the other party.

4 **9. HOLD-HARMLESS**

5 CONTRACTOR agrees to indemnify, save, hold harmless, and at COUNTY's request,
6 defend COUNTY, its officers, agents and employees from any and all costs and expenses, including
7 attorney fees and court costs, damages, liabilities, claims, and losses occurring or resulting to
8 COUNTY in connection with the performance, or failure to perform, by CONTRACTOR, its officers,
9 agents, or employees under this Agreement, and from any and all costs and expenses, including
10 attorney fees and court costs, damages, liabilities, claims, and losses occurring or resulting to any
11 person, firm, or corporation who may be injured or damaged by the performance, or failure to
12 perform, of CONTRACTOR, its officers, agents, or employees under this Agreement. In addition,
13 CONTRACTOR agrees to indemnify COUNTY for Federal, State of California and / or local audit
14 exceptions resulting from noncompliance herein on the part of the CONTRACTOR.

15 **10. INSURANCE**

16 Without limiting COUNTY's right to obtain indemnification from CONTRACTOR or
17 any third parties, CONTRACTOR, at its sole expense, shall maintain in full force and affect the
18 following insurance policies throughout the term of this Agreement:

19 A. Commercial General Liability

20 Commercial General Liability Insurance with limits of not less than One Million
21 Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million
22 Dollars (\$2,000,000). This policy shall be issued on a per occurrence basis.
23 COUNTY may require specific coverage including completed operations,
24 product liability, contractual liability, Explosion, Collapse, and Underground
(XCU), fire legal liability or any other liability insurance deemed necessary
because of the nature of the Agreement.

25 B. Automobile Liability

26 Comprehensive Automobile Liability Insurance with limits for bodily injury of
27 not less than Two Hundred Fifty Thousand Dollars (\$250,000) per person, Five
28 Hundred Thousand Dollars (\$500,000) per accident and for property damages of
not less than Fifty Thousand Dollars (\$50,000), or such coverage with a
combined single limit of Five Hundred Thousand Dollars (\$500,000). Coverage

1 should include owned and non-owned vehicles used in connection with this
2 Agreement.

3 C. Professional Liability

4 If CONTRACTOR employs licensed professional staff (*e.g.* Ph.D., R.N.,
5 L.C.S.W., M.F.C.T.) in providing services, Professional Liability Insurance with
6 limits of not less than One Million Dollars (\$1,000,000) per occurrence, Three
7 Million Dollars (\$3,000,000) annual aggregate.

8 D. Worker's Compensation

9 A policy of Worker's Compensation Insurance as may be required by the
10 California Labor Code.

11 CONTRACTOR shall obtain endorsements to the Commercial General Liability
12 insurance naming the County of Fresno, its officers, agents, and employees, individually and
13 collectively, as additional insured, but only insofar as the operations under this Agreement are
14 concerned. Such coverage for additional insured shall apply as primary insurance and any other
15 insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees shall be
16 excess only and not contributing with insurance provided under CONTRACTOR's policies herein.
17 This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance
18 written notice given to COUNTY.

19 Within thirty (30) days from the date CONTRACTOR signs this Agreement,
20 CONTRACTOR shall provide certificates of insurance and endorsements as stated above for all of the
21 foregoing policies, as required herein, to the County of Fresno, DSS, 2135 Fresno Street, Fresno,
22 California, 93721, Attention: DSS Facility Resources Analyst, stating that such insurance coverages
23 have been obtained and are in full force; that the County of Fresno, its officers, agents and employees
24 will not be responsible for any premiums on the policies; that such Commercial General Liability
25 insurance names the County of Fresno, its officers, agents and employees, individually and
26 collectively, as additional insured, but only insofar as the operations under this Agreement are
27 concerned; that such coverage for additional insured shall apply as primary insurance and any other
28 insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees, shall be
excess only and not contributing with insurance provided under CONTRACTOR's policies herein;
and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days

1 advance written notice given to COUNTY.

2 In the event CONTRACTOR fails to keep in effect at all times insurance coverage as
3 herein provided, COUNTY may, in addition to other remedies it may have, suspend, or terminate this
4 Agreement upon the occurrence of such event.

5 All policies shall be with admitted insurers licensed to do business in the State of
6 California. Insurance purchased shall be from companies possessing a current A.M. Best, Inc. rating
7 of A FSC VII or better.

8 **11. CONFIDENTIALITY**

9 All services performed by CONTRACTOR under this Agreement shall be in strict
10 conformance with all applicable Federal, State of California, and / or local laws and regulations
11 relating to confidentiality.

12 **12. NON-DISCRIMINATION**

13 During the performance of this Agreement CONTRACTOR shall not unlawfully
14 discriminate against any employee or applicant for employment, or recipient of services, because of
15 ethnic group identification, gender, gender identity, gender expression, sexual orientation, color,
16 physical disability, mental disability, medical condition, national origin, race, ancestry, marital status,
17 religion, or religious creed, pursuant to all applicable State of California and Federal statutes and
18 regulations.

19 **13. CONFLICT OF INTEREST**

20 No officer, agent, or employee of COUNTY who exercises any function or
21 responsibility for planning and carrying out the services provided under this Agreement shall have any
22 direct or indirect personal financial interest in this Agreement. In addition, no employee of COUNTY
23 shall be employed by CONTRACTOR to fulfill any contractual obligations with COUNTY.

24 CONTRACTOR shall also comply with all Federal, State of California, and local conflict of interest
25 laws, statutes, and regulations, which shall be applicable to all parties and beneficiaries under this
26 Agreement and any officer, agent, or employee of COUNTY.

27 **15. CHARITABLE CHOICE**

28 CONTRACTOR may not discriminate on the basis of religion or religious belief, a

1 refusal to hold a religious belief, or a refusal to actively participate in a religious practice. Any
2 specifically religious activity or service made available to individuals by CONTRACTOR must be
3 voluntary as well as separate in time and location from County funded activities and services.
4 CONTRACTOR shall inform COUNTY as to whether it is faith-based. If CONTRACTOR identifies
5 as faith-based it must submit to DSS a copy of its policy on referring individuals to an alternate
6 treatment provider, and include a copy of this policy in its client admission forms. The policy must
7 inform individuals that they may be referred to an alternative provider if they object to the religious
8 nature of the program, and include a notice to DSS. Adherence to this policy will be monitored during
9 annual site reviews, and a review of client files. If CONTRACTOR identifies as faith-based, by July 1
10 of each year CONTRACTOR will be required to report to DSS the number of individuals who
11 requested referrals to alternate providers based on religious objection.

12 **16. PROHIBITION ON PUBLICITY**

13 None of the funds, materials, property or services provided directly or indirectly under
14 this Agreement shall be used for CONTRACTOR's advertising, fundraising, or publicity (i.e.,
15 purchasing of tickets / tables, silent auction donations, etc.) for the purpose of self-promotion.

16 **17. DISCLOSURE OF SELF-DEALING TRANSACTIONS**

17 This provision is only applicable if CONTRACTOR is operating as a corporation (a for-
18 profit or non-profit corporation) or if during the term of this Agreement, CONTRACTOR changes its
19 status to operate as a corporation.

20 Members of CONTRACTOR's Board of Directors shall disclose any self-dealing
21 transactions that they are a party to while CONTRACTOR is providing goods or performing services
22 under this Agreement. A self-dealing transaction shall mean a transaction to which CONTRACTOR
23 is a party and in which one or more of its directors has a material financial interest. Members of the
24 Board of Directors shall disclose any self-dealing transactions that they are a party to by completing
25 and signing a *Self-Dealing Transaction Disclosure Form*, attached hereto as Exhibit C and by this
26 reference incorporated herein, and submitting it to COUNTY prior to commencing with the self-
27 dealing transaction or immediately thereafter.

28 **18. AUDITS AND INSPECTIONS**

1 CONTRACTOR shall at any time during business hours, and as often as COUNTY may
2 deem necessary, make available to COUNTY for examination all of its records and data with respect
3 to the matters covered by this Agreement. CONTRACTOR shall, upon request by COUNTY, permit
4 COUNTY to audit and inspect all such records and data necessary to ensure CONTRACTOR's
5 compliance with the terms of this Agreement.

6 If this Agreement exceeds Ten Thousand and No/100 Dollars (\$10,000.00),
7 CONTRACTOR shall be subject to the examination and audit of the State of California Auditor
8 General for a period of three (3) years after final payment under contract (California Government
9 Code section 8546.7).

10 In addition, CONTRACTOR shall cooperate and participate with COUNTY's fiscal
11 review process and comply with all final determinations rendered by the COUNTY's fiscal review
12 process. If COUNTY reaches an adverse decision regarding CONTRACTOR's services to
13 consumers, it may result in the disallowance of payment for services rendered, or in additional
14 controls to the delivery of services, or in the termination of this Agreement, at the discretion of
15 COUNTY's DSS Director or designee. If as a result of COUNTY's fiscal review process a
16 disallowance is discovered due to CONTRACTOR's deficiency, CONTRACTOR shall be financially
17 liable for the amount previously paid by COUNTY to CONTRACTOR and this disallowance will be
18 adjusted from CONTRACTOR's future payments, at the discretion of COUNTY's DSS Director or
19 designee. In addition, COUNTY shall have the sole discretion in the determination of fiscal review
20 outcomes, decisions and actions.

21 **19. NOTICES**

22 The persons having authority to give and receive notices under this Agreement and their
23 addresses include the following:

24 COUNTY

25 Director, County of Fresno
26 Department of Social Services
27 PO BOX 1912
28 Fresno, CA 93718-1912

CONTRACTOR

Theresa Hasan, CEO
Val Security, Inc.
100 Admiral Callaghan Lane #6493
Vallejo, CA 94591

20. CHANGE OF LEADERSHIP / MANAGEMENT

1 Any and all notices between COUNTY and CONTRACTOR provided for or permitted
2 under this Agreement or by law, shall be in writing and shall be deemed duly served when personally
3 delivered to one of the parties, or in lieu of such personal service, when deposited in the United States
4 Mail, postage prepaid, addressed to such party.

5 In the event of any change in the status of CONTRACTOR'S leadership or
6 management, CONTRACTOR shall provide written notice to COUNTY within thirty (30) days from
7 the date of change. Such notification shall include any new leader or manager's name, address and
8 qualifications. "Leadership or management" shall include any employee, member, or owner of
9 CONTRACTOR who either a) directs individuals providing services pursuant to this Agreement, b)
10 exercises control over the manner in which services are provided, or c) has authority over
11 CONTRACTOR's finances.

12 **21. GOVERNING LAW**

13 The parties agree, that for the purposes of venue, performance under this Agreement is
14 to be in Fresno County, California.

15 The rights and obligations of the parties and all interpretation and performance of this
16 Agreement shall be governed in all respects by the laws of the State of California.

17 **22. ENTIRE AGREEMENT**

18 This Agreement, including all Exhibits, COUNTY's RFQ #17-069 and
19 CONTRACTOR's response thereto, constitutes the entire agreement between CONTRACTOR and
20 COUNTY with respect to the subject matter hereof and supersedes all previous agreement
21 negotiations, proposals, commitments, writings, advertisements, publications, and understandings of
22 any nature whatsoever unless expressly included in this Agreement.

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

1 ///
2 ///
3 ///
4 ///

5 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and
6 year first hereinabove written.

7 ATTEST:

8 **CONTRACTOR:**
9 **Val Security, Inc.**

COUNTY OF FRESNO

10 By Theresa Hasan

11 By Brian Pacheco
12 BRIAN PACHECO, Chairman
13 Board of Supervisors

14 Print Name: Theresa Hasan

15 Title: CEO
16 Chief Executive Officer, or
17 President, or any Vice President

BERNICE E. SEIDEL, Clerk
Board of Supervisors

18 By Willie Evans

19 Print Name: Willie Evans

20 By David Cook, Deputy

21 Title: Financial Officer
22 Secretary (of Corporation), or
23 any Assistant Secretary, or
24 Chief Financial Officer, or
25 any Assistant Treasurer

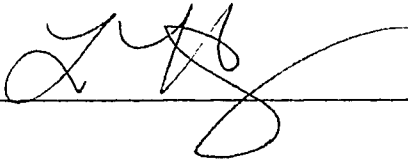
26 Date: 6-12-17

**PLEASE SEE ADDITIONAL
SIGNATURE PAGE ATTACHED**

27 Mailing Address:
28 100 Admiral Callaghan Lane #6493
Vallejo, CA 94591
Phone No.: (707) 704-4659
Contact: Theresa Hasan

1 ///

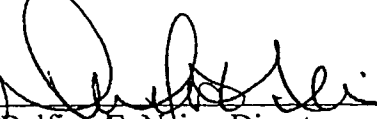
2 APPROVED AS TO LEGAL FORM:
3 DANIEL C. CEDERBORG, COUNTY COUNSEL

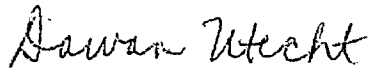
4 By  _____

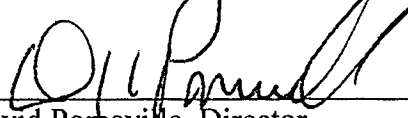
7 APPROVED AS TO ACCOUNTING FORM:
8 OSCAR J. GARCIA, C.P.A., AUDITOR-CONTROLLER/
9 TREASURER-TAX COLLECTOR

10 By  _____

13 REVIEWED AND RECOMMENDED
14 FOR APPROVAL:

15 By  _____
16 Delfino E. Neira, Director
17 Department of Social Services

18 By  _____
19 Dawan Utecht, Director
20 Department of Behavioral Health

21 By  _____
22 David Pomaville, Director
23 Department of Public Health

24 Fund/Subclass: 0001/10000
25 Account/Program: 7295

1 Department of Social Services
2 Organization: 56107001

3 Department of Behavioral Health
4 Organization: 56302005

5 Department of Public Health
6 Organization: 56201718

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

SCOPE OF WORK- Security Service Requirements

Coalinga Regional Center

1. One (1) officer from CONTRACTOR's security staff shall be physically assigned to COUNTY's Coalinga Regional Center for a full eleven (11) hours from 7:30 a.m. through 6:30 p.m., Monday through Friday.
2. Deactivate alarms at 311 Coalinga Plaza by 7:30 a.m. and activate system by 6:30 p.m., Monday through Friday. At the end of each daily shift, secure facility interior and exterior, then activate alarm system prior to departure. Ensure all specified doors are locked, properly secured, and continually checked.
3. Overtime and / or off hours services will be scheduled by authorized COUNTY representatives and the CONTRACTOR on an as needed basis.
4. Open / close 311 Coalinga Plaza for public use at the time designated by the COUNTY.

Kerman Center

1. One (1) officer from CONTRACTOR's security staff shall be physically assigned to COUNTY's Kerman Center for a full eleven (11) hours from 7:30 a.m. through 6:30 p.m., Monday through Friday.
2. De-activate alarms at 15180 W. Whitesbridge by 7:30 a.m. and activate system by 6:30 p.m., Monday through Friday. At the end of each daily shift, secure facility interior and exterior, then activate alarm system prior to departure. Ensure all specified doors are locked, properly secured, and continually checked.
3. Overtime and / or off hours services will be scheduled by authorized COUNTY representatives and the CONTRACTOR on an as needed basis.
4. Open / close 15180 W. Whitesbridge for public use at the time designated by the COUNTY.

Reedley Regional Center

1. One (1) officer from CONTRACTOR's security staff shall be physically assigned to COUNTY's Reedley Regional Center for a full eleven (11) hours from 7:30 a.m. through 6:30 p.m., Monday through Friday.
2. De-activate alarms at 1680 E. Manning Avenue by 7:30 a.m. and activate system by 6:30 p.m., Monday through Friday. At the end of each daily shift, secure facility interior and exterior, then activate alarm system prior to departure. Ensure all specified doors are locked, properly secured, and continually checked.
3. Overtime and / or off hours services will be scheduled by authorized COUNTY representatives and the CONTRACTOR on an as needed basis.
4. Open / close 1680 E. Manning Avenue for public use at the time designated by the COUNTY.

Selma Regional Center

1. One (1) officer from CONTRACTOR's security staff shall be physically assigned to COUNTY's Selma Regional Center for a full eleven (11) hours from 7:30 a.m. through 6:30 p.m., Monday through Friday.
2. De-activate alarms at 3800 N. McCall Avenue by 7:30 a.m. and activate system by 6:30 p.m., Monday through Friday. At the end of each daily shift, secure facility interior and exterior, then activate alarm system prior to departure. Ensure all specified doors are locked, properly secured, and continually checked.
3. Overtime and / or off hours services will be scheduled by authorized COUNTY representatives and the CONTRACTOR on an as needed basis.
4. Open / close 3800 N. McCall for public use at the time designated by the COUNTY.

All Center Locations

1. Officer to be stationed at or near the main client lobby inside the facility except for regular exterior perimeter checks of grounds and parking lots or other duties as requested by COUNTY.
2. Provide building access during non-business hours and/or special meetings for COUNTY staff who are approved for access by COUNTY's Coordinator. Remain with COUNTY staff until task is completed, unless released.
3. Write reports of any and all lights or doors that are malfunctioning as well as the general facility conditions and forward the report to COUNTY's Site Manager.
4. When on-site, response time shall be immediate. When responding from another location, response time shall be no more than forty-five (45) minutes for Kerman, Reedley, and Selma Centers, and shall be no more than ninety (90) minutes for Coalinga Center.
5. Call/Notify local Police and Fire Department as conditions warrant.
6. Assist COUNTY staff with problematic or disruptive clientele when necessary.
7. Keep written log and write incident reports on all incidents occurring in the building and provide these logs & reports to the COUNTY on a daily basis. Verbal reporting to COUNTY's Site Manager shall be immediate, written logs and reports shall be submitted within twenty-four (24) hours of incident.
8. Escort contracted vendors to the work order areas within the building and building's perimeter.
9. Officer to be stationed shall familiarize themselves with the location of all building and perimeter entrances, fire / intrusion alarm panels and equipment, utility meters such as gas, sewer, and water, and electrical / control rooms.
10. Restrict unauthorized person from entering the facility.
11. When addressing the public and / or staff who are attempting to access services after hours, it shall be done in a courteous and respectful manner.
12. If required, resolve minor hostilities within the scope of security. Determine which case(s) should be immediately referred to COUNTY's Sheriff's Department and / or the local Police Department. Resolve matters in a courteous and respectful manner.
13. Escort services for COUNTY personnel to parking lot / vehicles, as requested.

14. County Approved Holidays:

- a) New Year's Day, January 1st
- b) Washington-Lincoln Day, 3rd Monday in February
- c) Caesar Chavez, March 31st
- d) Memorial Day, last Monday in May
- e) Independence Day, July 4th
- f) Labor Day, first Monday in September
- g) Veteran's Day, November 11th
- h) Christmas, December 25th
- i) Thanksgiving, 4th Thursday in November
- j) Every Monday following a Sunday which falls on January 1st, July 4th, November 11th, or December 25th.
- k) Every Friday when such Friday immediately precedes July 4th, November 11th, December 25th, or January 1st, Friday following Thanksgiving
- l) Martin Luther King Day, 3rd Monday in January

Background Checks

One (1) week prior to commencement of Contract, the CONTRACTOR shall provide County of Fresno with duplicate reports of background investigations including fingerprinting, of those security officers assigned to the Coalinga, Kerman, Reedley, and Selma Centers.

COUNTY shall also be provided duplicate reports of background investigations including fingerprinting, of all current and new employees to be considered for assignment to the Coalinga, Kerman, Reedley, and Selma Centers one week prior to commencement of their assignment.

The successful bidder must provide evidence that every security officer assigned to COUNTY's facility has been subject to a background check that discloses no arrests or convictions for crimes against other persons or entities.

The COUNTY reserves the right to review background investigations of those security officers to be considered for assignment to Coalinga, Kerman, Reedley, and Selma Centers and to reject any security officer regardless of the background investigation. The Coalinga, Kerman, Reedley and Selma Center's Site Manager reserves the right to interview any security officer to be considered for assignment at the Coalinga, Kerman, Reedley, or Selma Centers.

Licenses/Certificates

Successful bidder shall provide evidence of permits of those security officers assigned to the Coalinga, Kerman, Reedley, or Selma Centers, issued by the State of California qualifying said security officer to perform the required security services.

Successful bidder shall provide evidence of the successful completion of First Aid and CPR training for those security officers assigned to the Coalinga, Kerman, Reedley and Selma Centers.

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

Incident Reports

The contractor shall, no later than twenty-four (24) hours from the close of every business day, provide the COUNTY all incident reports relating to the services provided at the Coalinga, Kerman, Reedley, and Selma Centers.

Keys

CONTRACTOR shall ensure that COUNTY's Coalinga, Kerman, Reedley, and Selma Center's facility keys issued to CONTRACTOR for the purpose of carrying out said security services as specified within this Request for Quotation, shall be safeguarded from loss, theft or damage and secured in accordance with the instruction of COUNTY's coordinator. CONTRACTOR shall identify, and with COUNTY approval, appoint one (1) supervisor to maintain control and responsibility of said facility keys. Violation of the above provision may result in the CONTRACTOR being deemed irresponsible for purposes of future COUNTY bids and may be grounds for the termination of any Agreement resulting from this Request for Quotation, at the option of the COUNTY.

Operations

CONTRACTOR shall have an internal structure which includes a Field Supervisor / Operations Supervisor, centralized dispatch (24-hour contact preferred; i.e. designated person(s) to receive and respond to service calls at all hours), and sufficient staffing to ensure coverage of all daily assignments, including coverage for unanticipated no-shows / sick leaves, and overtime requests by COUNTY.

Exhibit B

Vendor Name: Val Security, Inc.

Agreement Name: Security Services

DSS Location		<u>Hourly</u>	<u>Projected Monthly</u>	<u>Projected Annually</u>
Coalinga Regional Center 311 Coalinga Plaza Coalinga, CA 93210	Year 1	\$ 14.50	\$ 3,465.30	\$ 41,583.60
	Year 2	\$ 14.50	\$ 3,465.30	\$ 41,583.60
	Year 3	\$ 14.50	\$ 3,465.30	\$ 41,583.60
	Year 4	\$ 15.00	\$ 3,584.85	\$ 43,018.20
	Year 5	\$ 15.00	\$ 3,584.85	\$ 43,018.20
				<u>\$ 210,787.20</u>

* Services to be billed at hourly rate for services actually performed

** Additional Services performed at an hourly rate shall be pre-approved by the Department: \$21.75 per hour

DSS Location		<u>Hourly</u>	<u>Projected Monthly</u>	<u>Projected Annually</u>
Kerman Neighborhood Center 15180 W. Whitesbridge Kerman, CA 93630	Year 1	\$ 14.50	\$ 3,465.30	\$ 41,583.60
	Year 2	\$ 14.50	\$ 3,465.30	\$ 41,583.60
	Year 3	\$ 14.50	\$ 3,465.30	\$ 41,583.60
	Year 4	\$ 15.00	\$ 3,584.85	\$ 43,018.20
	Year 5	\$ 15.00	\$ 3,584.85	\$ 43,018.20
				<u>\$ 210,787.20</u>

* Services to be billed at hourly rate for services actually performed

** Additional Services performed at an hourly rate shall be pre-approved by the Department: \$21.75 per hour

DSS Location		<u>Hourly</u>	<u>Projected Monthly</u>	<u>Projected Annually</u>
Reedley Regional Center 1680 E. Manning Reedley, CA 93654	Year 1	\$ 14.50	\$ 3,465.30	\$ 41,583.60
	Year 2	\$ 14.50	\$ 3,465.30	\$ 41,583.60
	Year 3	\$ 14.50	\$ 3,465.30	\$ 41,583.60
	Year 4	\$ 15.00	\$ 3,584.85	\$ 43,018.20
	Year 5	\$ 15.00	\$ 3,584.85	\$ 43,018.20
				<u>\$ 210,787.20</u>

* Services to be billed at hourly rate for services actually performed

** Additional Services performed at an hourly rate shall be pre-approved by the Department: \$21.75 per hour

DSS Location		<u>Hourly</u>	<u>Projected Monthly</u>	<u>Projected Annually</u>
Selma Regional Center 3800 McCall Selma, CA 93662	Year 1	\$ 14.50	\$ 3,465.30	\$ 41,583.60
	Year 2	\$ 14.50	\$ 3,465.30	\$ 41,583.60
	Year 3	\$ 14.50	\$ 3,465.30	\$ 41,583.60
	Year 4	\$ 15.00	\$ 3,584.85	\$ 43,018.20
	Year 5	\$ 15.00	\$ 3,584.85	\$ 43,018.20
				<u>\$ 210,787.20</u>

* Services to be billed at hourly rate for services actually performed

** Additional Services performed at an hourly rate shall be pre-approved by the Department: \$21.75 per hour

Total 5 year projected rate for all locations = \$210,787.2 x 4 = \$843,148.80

Additional 5% contingency to cover after hour requests, additional services = \$42,157.44 + \$843,148.80 = \$885,307

(1) Company Board Member Information:		
Name:	Theresa Hasan	Date: 6-12-17
Job Title:	President	
(2) Company/Agency Name and Address:		
Val Security, INC. 100 Admiral Callaghan Ln. #6493 Vallejo, Ca. 94591		
(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to):		
Val Security have obtained a contract with the County of Fresno to provide security Guard services.		
RECEIVED JUN 16 2017 DSS Facility Resources		
(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a):		
Val Security do not have any board members that are a member of Fresno County employees.		
(5) Authorized Signature		
Signature:	Theresa Hasan	Date: 6-12-17

SELF-DEALING TRANSACTION DISCLOSURE FORM

In order to conduct business with the County of Fresno (hereinafter referred to as "County"), members of a contractor's board of directors (hereinafter referred to as "County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest"

The definition above will be utilized for purposes of completing this disclosure form.

INSTRUCTIONS

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
 - a. The name of the agency/company with which the corporation has the transaction; and
 - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.
- (5) Form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).