

SERVICE AGREEMENT

This Service Agreement ("Agreement") is dated January 6, 2026 and is between Good Guard Security Inc., a California Corporation ("Contractor"), and the County of Fresno, a political subdivision of the State of California ("County").

Recitals

A. County, through its Department of Social Services (DSS), has an ongoing need for unarmed security services at County's Coalinga, Kerman, Reedley, and Selma Regional Centers.

B. The County's DSS issued a Request for Quotation No. 22-023 dated November 8, 2021, and Contractor's response to said RFQ, dated December 15, 2021, which contained specific detailed compliance specifications as well as a comprehensive quotation schedule, was made part of the previous Agreement.

C. The previous bid was awarded to Contractor, which met County's minimum compliance specifications and was determined to be the most responsive, responsible, bidder whose quotation has been determined to be the most advantageous to the County due to being the lowest cost.

D. Contractor had opted not to continue beyond the initial three-year term of Agreement 22-161. While the agreement included two optional one-year extensions, the vendor declined to exercise these options. As a result, the contract concluded on June 30, 2025. The vendor cited increased labor costs and requested a 28% rate increase as a condition for extension. However, such an adjustment is not permissible under the terms of the current Board of Supervisor-approved agreement.

E. In coordination with General Services Purchasing, County's DSS was able to establish Purchase Order #23728 from July 1, 2025, through December 31, 2025 while a new agreement is established.

F. However, per General Services Department, Purchasing, a short-term interim agreement ("Agreement") is required to continue services with Contractor while a formal competitive procurement process is completed, which is in standard with County procurement procedures.

1 This Agreement will ensure the County has adequate time for procuring, onboarding and
2 training a new vendor for these services.

3 G. Contractor and County acknowledge that requested hours of coverage may adjust based
4 upon need and demand, and vendor shall adjust coverage and billing accordingly. County shall
5 reimburse Contractor for actual services provided. All security services, including any additional
6 or emergency services requested by designated County staff, shall be performed so that any
7 interruption to County's normal business operations shall be kept to a minimum.

8 The parties therefore agree as follows:

9 **Article 1**

10 **Contractor's Services**

11 1.1 **Scope of Services.** The Contractor shall perform all security services and follow all
12 requirements provided in Exhibit A to this Agreement, titled "Scope of Services," and pursuant to
13 the staffing patterns and program expenses detailed in Exhibit B, titled "Compensation,"
14 attached hereto and by this reference incorporated herein.

15 1.2 **Representation.** The Contractor represents that it is qualified, ready, willing, and
16 able to perform all of the services provided in this Agreement.

17 1.3 **Compliance with Laws.** The Contractor shall, at its own cost, comply with all
18 applicable federal, state, and local laws and regulations in the performance of its obligations
19 under this Agreement, including but not limited to workers compensation, labor, and
20 confidentiality laws and regulations.

21 **Article 2**

22 **County's Responsibilities**

23 2.1 The County shall meet all obligations provided in Exhibit A to this Agreement, titled
24 "Scope of Services."

1 **Article 3**

2 **Compensation, Invoices, and Payments**

3 3.1 The County agrees to pay, and the Contractor agrees to receive, compensation for
4 the performance of its services under this Agreement as described in Exhibit B to this
5 Agreement, titled "Compensation."

6 3.2 **Maximum Compensation.** The maximum compensation payable to the Contractor
7 under this Agreement is for actual services provided as identified in the terms and conditions of
8 this Agreement. In no event shall compensation paid for services performed under this
9 Agreement be in excess of Three Hundred Fifty-Five Thousand Five Hundred Forty-Three and
10 80/100 Dollars (\$355,543.80) for the period January 7, 2026, through December 31, 2026.

11 It is understood that all expenses incidental to Contractor's performance of services under
12 this Agreement shall be borne by Contractor. The Contractor acknowledges that the County is a
13 local government entity, and does so with notice that the County's powers are limited by the
14 California Constitution and by State law, and with notice that the Contractor may receive
15 compensation under this Agreement only for services performed according to the terms of this
16 Agreement and while this Agreement is in effect, and subject to the maximum amount payable
17 under this section. The Contractor further acknowledges that County employees have no
18 authority to pay the Contractor except as expressly provided in this Agreement.

19 3.3 **Invoices.** The Contractor shall invoice County in arrears by the tenth (10th) day of
20 each month for actual expenses incurred and services rendered in the previous month to:
21 DSSFacilitiesandSafety@fresnocountyca.gov. Invoices shall include all corresponding
22 documentation submitted and identified by line item, including agreement number, building
23 address, days and hours provided, and days without service delivered. The County shall not pay
24 for services until invoices, reports and outcomes, which includes security incident debriefs, and
25 related documentation are received, reviewed and approved by County's DSS.

26 3.4 **Payment.** The County shall pay each correctly completed and timely submitted
27 invoice within 45 days after receipt. At the discretion of County's DSS Director or designee, if an
28 invoice is incorrect or is otherwise not in proper form or substance, County's DSS Director or

designee shall have the right to withhold payment as to only that portion of the invoice that is incorrect or improper after five (5) days prior notice to Contractor. Contractor agrees to continue to provide services for a period of ninety (90) days after notification of an incorrect or improper invoice. If after the ninety (90) day period, the invoice(s) is still not corrected to County's DSS satisfaction, County's DSS Director or designee may elect to terminate this Agreement, pursuant to the termination provision stated in Article Six 6, "Termination and Suspension," of this Agreement. In addition, for invoices received ninety (90) days after the expiration of each term of this Agreement or termination of this Agreement, at the discretion of County's DSS Director or designee, County's DSS shall have the right to deny payment of any additional invoices received. The County shall remit any payment to the Contractor's address specified in the invoice.

3.5 **Incidental Expenses.** The Contractor is solely responsible for all of its costs and expenses that are not specified as payable by the County under this Agreement.

Article 4

Term of Agreement

4.1 **Term.** This Agreement is effective on January 7, 2026, and terminates on June 30, 2026, except as provided in section 4.2, “Extension,” or Article 6, “Termination and Suspension,” below.

4.2 **Extension.** The term of this Agreement may be extended for no more than one six-month period only upon written approval of both parties at least 30 days before the first day of the extension period. The County's DSS Director or his or her designee is authorized to sign the written approval on behalf of the County based on the Contractor's satisfactory performance. The extension of this Agreement by the County is not a waiver or compromise of any default or breach of this Agreement by the Contractor existing at the time of the extension whether or not known to the County.

1 **Article 5**

2 **Notices**

3 5.1 **Contact Information.** The persons and their addresses having authority to give and
4 receive notices provided for or permitted under this Agreement include the following:

5 **For the County:**

6 Director, DSS
7 Department of Social Services
8 PO Box 1912
9 Fresno, CA 93718
10 DSSFacilitiesandSafety@fresnocountyca.gov

11 **For the Contractor:**

12 Shawn Helmandi, Region President
13 Good Guard Security, Inc.
14 21622 Plummer St. Suite #200
15 Chatsworth, CA 91311
16 shawn@goodguardsecurity.com

17 5.2 **Change of Contact Information.** Either party may change the information in section
18 5.1 by giving notice as provided in section 5.3 "Method of Delivery".

19 5.3 **Method of Delivery.** Each notice between the County and the Contractor provided
20 for or permitted under this Agreement must be in writing, state that it is a notice provided under
21 this Agreement, and be delivered either by personal service, by first-class United States mail, by
22 an overnight commercial courier service, by telephonic facsimile transmission, or by Portable
23 Document Format (PDF) document attached to an email.

24 (A) A notice delivered by personal service is effective upon service to the recipient.

25 (B) A notice delivered by first-class United States mail is effective three County
26 business days after deposit in the United States mail, postage prepaid, addressed to the
27 recipient.

28 (C) A notice delivered by an overnight commercial courier service is effective one
County business day after deposit with the overnight commercial courier service,
delivery fees prepaid, with delivery instructions given for next day delivery, addressed to
the recipient.

(D) A notice delivered by telephonic facsimile transmission or by PDF document attached to an email is effective when transmission to the recipient is completed (but, if such transmission is completed outside of County business hours, then such delivery is deemed to be effective at the next beginning of a County business day), provided that the sender maintains a machine record of the completed transmission.

5.4 **Claims Presentation.** For all claims arising from or related to this Agreement, nothing in this Agreement establishes, waives, or modifies any claims presentation requirements or procedures provided by law, including the Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section 810).

Article 6

Termination and Suspension

6.1 **Termination for Non-Allocation of Funds.** The terms of this Agreement are contingent on the approval of funds by the appropriating government agency. If sufficient funds are not allocated, then the County, upon at least 30 days' advance written notice to the Contractor, may:

- (A) Modify the services provided by the Contractor under this Agreement; or
- (B) Terminate this Agreement.

6.2 Termination for Breach.

(A) Upon determining that a breach (as defined in paragraph (C) below) has occurred, the County may give written notice of the breach to the Contractor. The written notice may suspend performance under this Agreement and must provide at least 30 days for the Contractor to cure the breach.

(B) If the Contractor fails to cure the breach to the County's satisfaction within the time stated in the written notice, the County may terminate this Agreement immediately.

(C) For purposes of this section, a breach occurs when, in the determination of the County, the Contractor has:

- (1) Obtained or used funds illegally or improperly;
- (2) Failed to comply with any part of this Agreement;

- 1 (3) Submitted a substantially incorrect or incomplete report to the County; or
2 (4) Improperly performed any of its obligations under this Agreement.

3 6.3 **Termination without Cause.** In circumstances other than those set forth above, the
4 County may terminate this Agreement by giving at least 30 days advance written notice to the
5 Contractor.

6 6.4 **No Penalty or Further Obligation.** Any termination of this Agreement by the County
7 under this Article 6 is without penalty to or further obligation of the County.

8 6.5 **County's Rights upon Termination.** Upon termination for breach under this Article
9 6, the County may demand repayment by the Contractor of any monies disbursed to the
10 Contractor under this Agreement that, in the County's sole judgment, were not expended in
11 compliance with this Agreement. The Contractor shall promptly refund all such monies upon
12 demand. This section survives the termination of this Agreement.

13 **Article 7**

14 **Independent Contractor**

15 7.1 **Status.** In performing under this Agreement, the Contractor, including its officers,
16 agents, employees, and volunteers, is at all times acting and performing as an independent
17 contractor, in an independent capacity, and not as an officer, agent, servant, employee, joint
18 venturer, partner, or associate of the County.

19 7.2 **Verifying Performance.** The County has no right to control, supervise, or direct the
20 manner or method of the Contractor's performance under this Agreement, but the County may
21 verify that the Contractor is performing according to the terms of this Agreement.

22 7.3 **Benefits.** Because of its status as an independent contractor, the Contractor has no
23 right to employment rights or benefits available to County employees. The Contractor is solely
24 responsible for providing to its own employees all employee benefits required by law. The
25 Contractor shall save the County harmless from all matters relating to the payment of
26 Contractor's employees, including compliance with Social Security withholding and all related
27 regulations.
28

7.4 **Services to Others.** The parties acknowledge that, during the term of this Agreement, the Contractor may provide services to others unrelated to the County.

Article 8

Indemnity and Defense

8.1 **Indemnity.** The Contractor shall indemnify and hold harmless and defend the County (including its officers, agents, employees, and volunteers) against all claims, demands, injuries, damages, costs, expenses (including attorney fees and costs), fines, penalties, and liabilities of any kind to the County, the Contractor, or any third party that arise from or relate to the performance or failure to perform by the Contractor (or any of its officers, agents, subcontractors, or employees) under this Agreement. The County may conduct or participate in its own defense without affecting the Contractor's obligation to indemnify and hold harmless or defend the County.

8.2 Survival. This Article 8 survives the termination of this Agreement.

Article 9

Insurance

9.1 The Contractor shall comply with all the insurance requirements in Exhibit D to this Agreement.

Article 10

Inspections, Audits, and Public Records

10.1 **Inspection of Documents.** The Contractor shall make available to the County, and the County may examine at any time during business hours and as often as the County deems necessary, all of the Contractor's records and data with respect to the matters covered by this Agreement, excluding attorney-client privileged communications. The Contractor shall, upon request by the County, permit the County to audit and inspect all of such records and data to ensure the Contractor's compliance with the terms of this Agreement.

10.2 **State Audit Requirements.** If the compensation to be paid by the County under this Agreement exceeds \$10,000, the Contractor is subject to the examination and audit of the California State Auditor, as provided in Government Code section 8546.7, for a period of three

1 years after final payment under this Agreement. This section survives the termination of this
2 Agreement.

3 **10.3 Public Records.** The County is not limited in any manner with respect to its public
4 disclosure of this Agreement or any record or data that the Contractor may provide to the
5 County. The County's public disclosure of this Agreement or any record or data that the
6 Contractor may provide to the County may include but is not limited to the following:

7 (A) The County may voluntarily, or upon request by any member of the public or
8 governmental agency, disclose this Agreement to the public or such governmental
9 agency.

10 (B) The County may voluntarily, or upon request by any member of the public or
11 governmental agency, disclose to the public or such governmental agency any record or
12 data that the Contractor may provide to the County, unless such disclosure is prohibited
13 by court order.

14 (C) This Agreement, and any record or data that the Contractor may provide to the
15 County, is subject to public disclosure under the Ralph M. Brown Act (California
16 Government Code, Title 5, Division 2, Part 1, Chapter 9, beginning with section 54950).

17 (D) This Agreement, and any record or data that the Contractor may provide to the
18 County, is subject to public disclosure as a public record under the California Public
19 Records Act (California Government Code, Title 1, Division 7, Chapter 3.5, beginning
20 with section 6250) ("CPRA").

21 (E) This Agreement, and any record or data that the Contractor may provide to the
22 County, is subject to public disclosure as information concerning the conduct of the
23 people's business of the State of California under California Constitution, Article 1,
24 section 3, subdivision (b).

25 (F) Any marking of confidentiality or restricted access upon or otherwise made with
26 respect to any record or data that the Contractor may provide to the County shall be
27 disregarded and have no effect on the County's right or duty to disclose to the public or
28 governmental agency any such record or data.

10.4 **Public Records Act Requests.** If the County receives a written or oral request under the CPRA to publicly disclose any record that is in the Contractor's possession or control, and which the County has a right, under any provision of this Agreement or applicable law, to possess or control, then the County may demand, in writing, that the Contractor deliver to the County, for purposes of public disclosure, the requested records that may be in the possession or control of the Contractor. Within five business days after the County's demand, the Contractor shall (a) deliver to the County all of the requested records that are in the Contractor's possession or control, together with a written statement that the Contractor, after conducting a diligent search, has produced all requested records that are in the Contractor's possession or control, or (b) provide to the County a written statement that the Contractor, after conducting a diligent search, does not possess or control any of the requested records. The Contractor shall cooperate with the County with respect to any County demand for such records. If the Contractor wishes to assert that any specific record or data is exempt from disclosure under the CPRA or other applicable law, it must deliver the record or data to the County and assert the exemption by citation to specific legal authority within the written statement that it provides to the County under this section. The Contractor's assertion of any exemption from disclosure is not binding on the County, but the County will give at least 10 days' advance written notice to the Contractor before disclosing any record subject to the Contractor's assertion of exemption from disclosure. The Contractor shall indemnify the County for any court-ordered award of costs or attorney's fees under the CPRA that results from the Contractor's delay, claim of exemption, failure to produce any such records, or failure to cooperate with the County with respect to any County demand for any such records.

Article 11

Disclosure of Self-Dealing Transactions

11.1 **Applicability.** This Article 11 applies if the Contractor is operating as a corporation or changes its status to operate as a corporation.

11.2 **Duty to Disclose.** If any member of the Contractor's board of directors is party to a self-dealing transaction, he or she shall disclose the transaction by completing and signing a

“Self-Dealing Transaction Disclosure Form” (Exhibit C to this Agreement) and submitting it to the County before commencing the transaction or immediately after.

11.3 **Definition.** “Self-dealing transaction” means a transaction to which the Contractor is a party and in which one or more of its directors, as an individual, has a material financial interest.

11.4 **Conflict of Interest.** No officer, employee, or agent of the County who exercises any function or responsibility for planning and carrying out of the services provided under this Agreement shall have any direct or indirect personal financial interest in this Agreement. In addition, no employee of the County shall be employed by the Contractor under this Agreement to fulfill any contractual obligations with the County. The Contractor shall comply with all Federal, State of California, and local conflict of interest laws, statutes and regulations, which shall be applicable to all parties and beneficiaries under this Agreement and any officer, employee, or agent of the County.

Article 12

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transactions

12.1 County and Contractor recognize that Contractor is a recipient of State or Federal assistance funds under the terms of this Agreement. By signing this Agreement, Contractor agrees to comply with applicable Federal suspension and debarment regulations, including but not limited to: 7 CFR 3016.35, 29 CFR 97 .35, 45 CFR 92.35, and Executive Order 12549. By signing this Agreement, Contractor attests to the best of it knowledge and belief, that it and its principals:

(A) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency; and

(B) Shall not knowingly enter into any lower tier covered transaction with an entity or person who is debarred, suspended, proposed for debarment, declared ineligible, or

1 voluntarily excluded from participation in this transaction by an Federal department or
2 agency.

3 (C) Contractor shall provide immediate written notice to County if at any time during
4 the term of this Agreement contractor learns that the representations it makes above
5 were erroneous when made or have become erroneous by reason of changed
6 circumstances.

7 12.2 Contractor shall include a clause titled "Certification Regarding Debarment,
8 Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions" and
9 similar in nature to this Article Thirteen (13) in all lower tier covered transactions and in all
10 solicitations for lower tier covered transactions.

11 12.3 Contractor shall, prior to soliciting or purchasing goods and services in excess of
12 \$25,000 funded by this Agreement, review and retain the proposed vendor's suspension and
13 debarment status at <https://sam.gov/SAM/>

14 12.4 The certification in Article Thirteen (13) of this Agreement is a material representation
15 of fact upon which County relied in entering into this Agreement.

16 **Article 13**

17 **General Terms**

18 13.1 **Modification.** Except as provided in Article 6, "Termination and Suspension," this
19 Agreement may not be modified, and no waiver is effective, except by written agreement signed
20 by both parties. The Contractor acknowledges that County employees have no authority to
21 modify this Agreement except as expressly provided in this Agreement.

22 13.2 **Contractor's Name Change.** An amendment, assignment, or new agreement is
23 required to change the name of Contractor as listed on this Agreement. Upon receipt of legal
24 documentation of the name change, County will process the agreement. Payment of invoices
25 presented with a new name cannot be paid prior to approval of said agreement.

26 13.3 **Public Information.** Contractor shall disclose County as a funding source in all
27 public information and program materials developed in support of contracted services.
28

1 13.4 **Non-Assignment.** Neither party may assign its rights or delegate its obligations
2 under this Agreement without the prior written consent of the other party.

3 13.5 **Governing Law.** The laws of the State of California govern all matters arising from
4 or related to this Agreement.

5 13.6 **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno
6 County, California. Contractor consents to California jurisdiction for actions arising from or
7 related to this Agreement, and, subject to the Government Claims Act, all such actions must be
8 brought and maintained in Fresno County.

9 13.7 **Construction.** The final form of this Agreement is the result of the parties' combined
10 efforts. If anything in this Agreement is found by a court of competent jurisdiction to be
11 ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement
12 against either party.

13 13.8 **Days.** Unless otherwise specified, "days" means calendar days.

14 13.9 **Headings.** The headings and section titles in this Agreement are for convenience
15 only and are not part of this Agreement.

16 13.10 **Severability.** If anything in this Agreement is found by a court of competent
17 jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in
18 effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of
19 this Agreement with lawful and enforceable terms intended to accomplish the parties' original
20 intent.

21 13.11 **Nondiscrimination.** During the performance of this Agreement, the Contractor shall
22 not unlawfully discriminate against any employee or applicant for employment, or recipient of
23 services, because of race, religious creed, color, national origin, ancestry, physical disability,
24 mental disability, medical condition, genetic information, marital status, sex, gender, gender
25 identity, gender expression, age, sexual orientation, military status or veteran status pursuant to
26 all applicable State of California and federal statutes and regulation.

27 (A) Americans with Disabilities Act. Contractor shall comply with the Americans with
28 Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as

1 well as all applicable regulations and guidelines issued pursuant to the ADA (42 U.S.C.
2 12101 et seq.).

3 **13.12 Lobbying and Political Activity.** None of the funds provided under this Agreement
4 shall be used for publicity, lobbying or propaganda purposes designed to support or defeat
5 legislation pending tin the Congress of the United States of America or the Legislature of the
6 State of California. Contractor shall not directly or indirectly use any of the funds under this
7 Agreement for any political activity or to further the election or defeat of any candidate for public
8 office.

9 **13.13 No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation
10 of the Contractor under this Agreement on any one or more occasions is not a waiver of
11 performance of any continuing or other obligation of the Contractor and does not prohibit
12 enforcement by the County of any obligation on any other occasion.

13 **13.14 Entire Agreement.** This Agreement, including its exhibits, is the entire agreement
14 between the Contractor and the County with respect to the subject matter of this Agreement,
15 and it supersedes all previous negotiations, proposals, commitments, writings, advertisements,
16 publications, and understandings of any nature unless those things are expressly included in
17 this Agreement. If there is any inconsistency between the terms of this Agreement without its
18 exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving
19 precedence first to the terms of this Agreement without its exhibits, and then to the terms of the
20 exhibits.

21 **13.15 No Third-Party Beneficiaries.** This Agreement does not and is not intended to
22 create any rights or obligations for any person or entity except for the parties.

23 **13.16 Authorized Signature.** The Contractor represents and warrants to the County that:

24 (A) The Contractor is duly authorized and empowered to sign and perform its
25 obligations under this Agreement.

26 (B) The individual signing this Agreement on behalf of the Contractor is duly
27 authorized to do so and his or her signature on this Agreement legally binds the
28 Contractor to the terms of this Agreement.

1 13.17 **Electronic Signatures.** The parties agree that this Agreement may be executed by
2 electronic signature as provided in this section.

3 (A) An “electronic signature” means any symbol or process intended by an individual
4 signing this Agreement to represent their signature, including but not limited to (1) a
5 digital signature; (2) a faxed version of an original handwritten signature; or (3) an
6 electronically scanned and transmitted (for example by PDF document) version of an
7 original handwritten signature.

8 (B) Each electronic signature affixed or attached to this Agreement (1) is deemed
9 equivalent to a valid original handwritten signature of the person signing this Agreement
10 for all purposes, including but not limited to evidentiary proof in any administrative or
11 judicial proceeding, and (2) has the same force and effect as the valid original
12 handwritten signature of that person.

13 (C) The provisions of this section satisfy the requirements of Civil Code section
14 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3,
15 Part 2, Title 2.5, beginning with section 1633.1).

16 (D) Each party using a digital signature represents that it has undertaken and
17 satisfied the requirements of Government Code section 16.5, subdivision (a),
18 paragraphs (1) through (5), and agrees that each other party may rely upon that
19 representation.

20 (E) This Agreement is not conditioned upon the parties conducting the transactions
21 under it by electronic means and either party may sign this Agreement with an original
22 handwritten signature.

23 13.18 **Counterparts.** This Agreement may be signed in counterparts, each of which is an
24 original, and all of which together constitute this Agreement.

25 *[SIGNATURE PAGE FOLLOWS]*
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27
28

1 The parties are signing this Agreement on the date stated in the introductory clause.


2

3 GOOD GUARD SECURITY INC.

COUNTY OF FRESNO

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6 
Shawn Helmandi, Region President

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8 21622 Plummer St., Suite #200
9 Chatsworth, CA 91311

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Garry Bredefeld, Chairman of the Board of
Supervisors of the County of Fresno

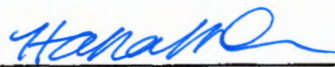
Attest:

Bernice E. Seidel

Clerk of the Board of Supervisors

County of Fresno, State of California

By:



Deputy

For accounting use only:

Org No.: 5610

Account No.: 7295

Fund No.: 0001

Subclass No.: 10000

Exhibit A

Scope of Services

Good Guard Security, Inc's ("Contractor") Responsibilities

1. One (1) officer from vendor's security staff shall be physically assigned to each location from 7:00 a.m. through 5:30 p.m., Monday through Friday. Regularly scheduled officer hours for each building are subject to change.
 1. Coalinga Regional Center: 311 Coalinga Plaza, Coalinga, CA 93210
 2. Kerman Regional Center: 15180 W. Whitesbridge, Kerman, CA 93630
 3. Reedley Regional Center: 1201 E. Manning Ave, Reedley, CA 93654
 4. Selma Regional Center: 3830 McCall, Selma, CA 93662
2. Alarms shall be disarmed not later than 7:00 a.m. and re-armed not later than 5:30 p.m., Monday through Friday, or confirm that a DSS supervisor will arm the alarm if staff are still in the building at 5:30pm
3. Secure facility interior and exterior, ensure all specified doors are locked and properly secured daily at the end of each shift.
4. All overtime and/or off regularly scheduled hours services will be scheduled by authorized County of Fresno representatives and the Contractor on an as needed basis
5. Open/close each location for public use at the time designated by the County.
6. Officer will be stationed at or near the client lobby inside the facility except for hourly regular exterior perimeter checks of grounds and parking lots or other duties as requested by the County.
7. Provide building access during non-business hours and/or special meetings for County staff/vendors who are approved for access by the County's Coordinator. Remain with County staff until task is completed, unless released by County staff
8. Verbally notify the County's on-site contact of any and all lights or doors that are malfunctioning as well as any safety concerns regarding general facility conditions.
9. When on-site, response time shall be immediate.
10. Call/notify local Police and Fire Department as conditions warrant or upon staff request.
11. Assist County staff with problematic or disruptive clientele when necessary.
12. Write incident reports on all incidents occurring in/around the building and provide these reports to the County's Coordinator.
 1. Verbally report all incidents to the County's on-site contact immediately.
 2. Verbally report to the Contractor's Supervisor as soon as conditions allow
 3. The Contractor's Supervisor shall inform the County's Coordinator if incident

Exhibit A

warrants it.

4. Written incident reports shall be submitted to the County's Representative once the incident has ended.
 5. The Contractor shall request the on-site contact to scan and email the written report to County's Coordinator.
 6. A written report shall also be retained by the Contractor's Supervisor for the duration of the Agreement.
13. Write Daily Activity Reports (DAR). DAR content will be dictated by the County's Coordinator.
1. A DAR for each site is to be compiled and retained by the Contractor's Supervisor for the duration of the Agreement.
 2. DARs are to be compiled monthly, scanned into .pdf form, and sent to County's Coordinator by the 10th of the following month.
14. Escort contracted vendors to work order areas within the building and building's perimeter.
15. Officer 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.
16. Restrict all unauthorized person from entering the facility.
17. Address the public and/or staff in a courteous and respectful manner at all times.
18. If required, resolve minor hostilities within the scope of security.
1. Determine which case(s) should be immediately referred to the County of Fresno Sheriff's Department and/or the local Police Department.
 2. Resolve matters in a courteous and respectful manner.
19. Escort County personnel to parking lot/vehicles, as requested.

Holidays

The following dates are County Approved Holidays:

1. New Year's Day, January 1st
2. Washington-Lincoln Day, 3rd Monday in February
3. Cesar Chavez Day, March 31st
4. Memorial Day, last Monday in May
5. Juneteenth, June 19th

Exhibit A

6. Independence Day, July 4th
7. Labor Day, first Monday in September
8. Veteran's Day, November 11th
9. Christmas, December 25th
10. Thanksgiving, 4th Thursday in November
11. Every Monday following a Sunday which falls on January 1st, March 31st, June 19th, July 4th, November 11th, December 25th.
12. Every Friday when such Friday immediately precedes January 1st, March 31st, June 19th, July 4th, November 11th, December 25th, or Friday following Thanksgiving.
13. Martin Luther King Day, 3rd Monday in January

Backup Coverage

The Contractor shall ensure adequate staffing to provide backup coverage in the event an officer is not present during scheduled hours.

The Contractor must immediately dispatch a replacement officer upon knowledge of an officer's absence.

Backup officers must be onsite within the following times for each location:

1. Coalinga-90 minutes
2. Kerman, Reedley, and Selma-45 minutes

The Contractor's Supervisor must communicate to County's Coordinator upon knowledge that an officer will be later than 15 minutes.

Officer Break Times

All applicable break time laws shall be followed, but officers must stay on site and respond to calls (the officer can finish their break after any calls to respond), unless the Contractor decides to send a backup officer to provide coverage. Structuring break times is to be determined by the Contractor.

Transportation Usage and Travel Time Compensation

Officer vehicles/transportation services are not included in this Agreement. No mode of transportation is to be used in the performance of duties under this Agreement. In addition, no compensation will be paid for transportation/travel time.

Exhibit A

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.

The Contractor shall, upon request, also provide the County of Fresno 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 Contractor 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.

Officer Tools/Equipment/Uniforms

Officers shall not use lethal/non-lethal defensive/offensive tools/equipment unless the County's Coordinator has given written approval. This equipment includes, but is not limited to, pepper spray or a taser.

Uniforms must be approved by the County of Fresno.

Keys and ID Badges

The Contractor shall ensure that the County of Fresno's Coalinga, Kerman, Reedley, and Selma Regional Center's facility keys issued to the Contractor are used for the sole purpose of carrying out security services as specified in this Agreement., and shall be secured, and safeguarded from loss, and theft or damage in accordance with the instructions of the County of Fresno's Coordinator.

The Contractor's Supervisor will maintain control and responsibility of a complete set of keys for each location for his/her use.

Additional sets of keys for each building will be given to the Contractor's Supervisor to provide to officers. The Contractor will immediately notify the County's Coordinator if keys are lost, stolen, or damaged. Violation of the above provision may result in the Contractor being required to reimburse the County of Fresno for changing building locks.

The Contractor's Supervisor shall email the County's coordinator the first and last names and the last four digits of each of the Contractor's employee's Social Security number so that an ID badge may be created and provided to the Contractor's employees.

Upon notification from the County's Coordinator, the Contractor's employees shall make an appointment with the County of Fresno Security Office to have their pictures taken and to sign for the id badge.

The time taken by the Contractor's employees to pick up their badges will not to be compensated by the County.

Exhibit A

1 The Contractor shall ensure that ID badges issued to the Contractor for the purpose of
2 carrying out security services as specified within this Request for Quotation shall be
safeguarded from loss, theft, or damage.

3 The Contractor will immediately notify the County's Coordinator if an ID badge is lost, stolen,
4 or damaged.

5 **Operations**

6 The Contractor shall have an internal structure which includes a Field Supervisor/Operations
7 Supervisor and sufficient staffing to ensure coverage of all daily assignments, including
coverage for unanticipated no-shows/sick leaves, and overtime requested by the County.

Exhibit B

Compensation

The Contractor will be compensated for performance of its services under this Agreement as provided in this Exhibit B. The Contractor is not entitled to any compensation except as expressly provided in this Exhibit B.

GOOD GUARD SECURITY, INC.													
THE COUNTY OF FRESNO													
Department of Social Services (DSS)													
No. of Guards	Schedule	Facility	Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.	Sun.	Weekly Total	Reg. Rate	OT/Holiday Rate	Total Weekly Cost
Unarmed (1)	M-F: 7a - 5:30p 10.5 hrs per guard/day	Coalinga Regional	10.5	10.5	10.5	10.5	10.5	0	0	52.5	\$30.75	\$46.13	\$1,806.56
Regular Hours										40	\$1,230.00		
Overtime Hours										12.5		\$576.56	
No. of Guards	Schedule	Facility	Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.	Sun.	Weekly Total	Reg. Rate	OT/Holiday Rate	Total Weekly Cost
Unarmed (1)	M-F: 7a - 5:30p 10.5 hrs per guard/day	Kerman Regional	10.5	10.5	10.5	10.5	10.5	0	0	52.5	\$30.75	\$46.13	\$1,806.56
Regular Hours										40	\$1,230.00		
Overtime Hours										12.5		\$576.56	
No. of Guards	Schedule	Facility	Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.	Sun.	Weekly Total	Reg. Rate	OT/Holiday Rate	Total Weekly Cost
Unarmed (1)	M-F: 7a - 5:30p 10.5 hrs per guard/day	Reedley Regional	10.5	10.5	10.5	10.5	10.5	0	0	52.5	\$30.75	\$46.13	\$1,806.56
Regular Hours										40	\$1,230.00		
Overtime Hours										12.5		\$576.56	
No. of Guards	Schedule	Facility	Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.	Sun.	Weekly Total	Reg. Rate	OT/Holiday Rate	Total Weekly Cost
Unarmed (1)	M-F: 7a - 5:30p 10.5 hrs per guard/day	Selma Regional	10.5	10.5	10.5	10.5	10.5	0	0	52.5	\$30.75	\$46.13	\$1,806.56
Regular Hours										40	\$1,230.00		
Overtime Hours										12.5		\$576.56	
Total Weekly Cost													\$7,226.25

Monthly Costs 2026									
Number of Guards	Month	Non-Holiday Days per Month (M-F)	Non-Holiday Regular Hours per Month	Non-Holiday Overtime Hours per Month	Hourly Rate	Holidays per Month	Holiday Hours per Month	Holiday Rate	Total Monthly Cost
1	January	17	544	170	\$30.75	2	0	\$46.13	\$24,570.10
1	February	19	608	190	\$30.75	1	0	\$46.13	\$27,460.70
1	March	21	672	210	\$30.75	1	0	\$46.13	\$30,351.30
1	April	22	704	220	\$30.75	0	0	\$46.13	\$31,796.60
1	May	20	640	200	\$30.75	1	0	\$46.13	\$28,906.00
1	June	21	672	210	\$30.75	0	0	\$46.13	\$30,351.30
1	July	22	704	220	\$30.75	1	0	\$46.13	\$31,796.60
1	August	21	672	210	\$30.75	0	0	\$46.13	\$30,351.30
1	September	21	672	210	\$30.75	1	0	\$46.13	\$30,351.30
1	October	22	704	220	\$30.75	0	0	\$46.13	\$31,796.60
1	November	18	576	180	\$30.75	2	0	\$46.13	\$26,015.40
1	December	22	704	220	\$30.75	1	0	\$46.13	\$31,796.60
Total									\$355,543.80

Exhibit C

Self-Dealing Transaction Disclosure Form

In order to conduct business with the County of Fresno ("County"), members of a contractor's board of directors ("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 used 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.

The form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

Exhibit C

(1) Company Board Member Information:			
Name:		Date:	
Job Title:			
(2) Company/Agency Name and Address:			
(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to)			
(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code § 5233 (a)			
(5) Authorized Signature			
Signature:		Date:	

Exhibit D

Insurance Requirements

1. Required Policies

Without limiting the County's right to obtain indemnification from the Contractor or any third parties, Contractor, at its sole expense, shall maintain in full force and effect the following insurance policies throughout the term of this Agreement.

- (A) **Commercial General Liability.** Commercial general liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis. Coverage must include products, completed operations, property damage, bodily injury, personal injury, and advertising injury. The Contractor shall obtain an endorsement to this policy naming the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, as additional insureds, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insureds will apply as primary insurance and any other insurance, or self-insurance, maintained by the County is excess only and not contributing with insurance provided under the Contractor's policy.
- (B) **Automobile Liability.** Automobile liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for property damages. Coverage must include any auto used in connection with this Agreement.
- (C) **Workers Compensation.** Workers compensation insurance as required by the laws of the State of California with statutory limits.
- (D) **Employer's Liability.** Employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for disease.
- (E) **Professional Liability.** Professional liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Three Million Dollars (\$3,000,000). If this is a claims-made policy, then (1) the retroactive date must be prior to the date on which services began under this Agreement; (2) the Contractor shall maintain the policy and provide to the County annual evidence of insurance for not less than five years after completion of services under this Agreement; and (3) if the policy is canceled or not renewed, and not replaced with another claims-made policy with a retroactive date prior to the date on which services begin under this Agreement, then the Contractor shall purchase extended reporting coverage on its claims-made policy for a minimum of five years after completion of services under this Agreement.

2. Additional Requirements

- (A) **Verification of Coverage.** Within 30 days after the Contractor signs this Agreement, and at any time during the term of this Agreement as requested by the County's Risk Manager or the County Administrative Office, the Contractor shall deliver, or cause its broker or producer to deliver, to the County Risk Manager, at 2220 Tulare Street, 16th Floor, Fresno, California 93721, or HRRiskManagement@fresnocountyca.gov, and by mail or email to the person identified to receive notices under this Agreement,

Exhibit D

certificates of insurance and endorsements for all of the coverages required under this Agreement.

- (i) Each insurance certificate must state that: (1) the insurance coverage has been obtained and is in full force; (2) the County, its officers, agents, employees, and volunteers are not responsible for any premiums on the policy; and (3) the Contractor has waived its right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under any insurance policy required by this Agreement and that waiver does not invalidate the insurance policy.
 - (ii) The commercial general liability insurance certificate must also state, and include an endorsement, that the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, are additional insureds insofar as the operations under this Agreement are concerned. The commercial general liability insurance certificate must also state that the coverage shall apply as primary insurance and any other insurance, or self-insurance, maintained by the County shall be excess only and not contributing with insurance provided under the Contractor's policy.
 - (iii) The automobile liability insurance certificate must state that the policy covers any auto used in connection with this Agreement.
- (B) **Acceptability of Insurers.** All insurance policies required under this Agreement must be issued by admitted insurers licensed to do business in the State of California and possessing at all times during the term of this Agreement an A.M. Best, Inc. rating of no less than A: VII.
- (C) **Notice of Cancellation or Change.** For each insurance policy required under this Agreement, the Contractor shall provide to the County or ensure that the policy requires the insurer to provide to the County, written notice of any cancellation or change in the policy as required in this paragraph. For cancellation of the policy for nonpayment of premium, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 10 days in advance of cancellation. For cancellation of the policy for any other reason, and for any other change to the policy, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 30 days in advance of cancellation or change. The County in its sole discretion may determine that the failure of the Contractor or its insurer to timely provide a written notice required by this paragraph is a breach of this Agreement.
- (D) **County's Entitlement to Greater Coverage.** If the Contractor has or obtains insurance with broader coverage, higher limits, or both, than what is required under this Agreement, then the County requires and is entitled to the broader coverage, higher limits, or both. To that end, the Contractor shall deliver, or cause its broker or producer to deliver, to the County's Risk Manager certificates of insurance and endorsements for all of the coverages that have such broader coverage, higher limits, or both, as required under this Agreement.
- (E) **Waiver of Subrogation.** The Contractor waives any right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under the policy of

Exhibit D

worker's compensation insurance required by this Agreement. The Contractor is solely responsible to obtain any policy endorsement that may be necessary to accomplish that waiver, but the Contractor's waiver of subrogation under this paragraph is effective whether or not the Contractor obtains such an endorsement.

- (F) **County's Remedy for Contractor's Failure to Maintain.** If the Contractor fails to keep in effect at all times any insurance coverage required under this Agreement, the County may, in addition to any other remedies it may have, suspend or terminate this Agreement upon the occurrence of that failure, or purchase such insurance coverage, and charge the cost of that coverage to the Contractor. The County may offset such charges against any amounts owed by the County to the Contractor under this Agreement.