

AGREEMENT

THIS AGREEMENT is made and entered into on September 25, 2018, by and between the COUNTY OF FRESNO, a political subdivision of the State of California ("COUNTY") and Garda CL West, Inc., a California corporation authorized to do business in California whose address is 2000 NW Corporate Boulevard, Boca Raton, Florida 55431 ("CONTRACTOR").

Recitals

A. The COUNTY requires armored transport deliveries of property between COUNTY departments and the COUNTY's bank.

B. The COUNTY wishes to engage the CONTRACTOR to provide armored transport deliveries of property between COUNTY departments and the COUNTY's bank according to the terms of this agreement.

C. The CONTRACTOR represents that it is ready, willing, and able to provide armored transport services as required by the COUNTY and subject to the terms of this agreement.

The parties therefore agree as follows:

1. OBLIGATIONS OF THE CONTRACTOR

A. CONTRACTOR shall provide armored transport services to pick up and deliver Shipments, consisting of Sealed packages containing Property, at the COUNTY locations stated in Exhibit A, subject to the terms of this agreement. "Property" means currency, coins, precious metals, checks, notes, bonds, negotiable instruments, securities and all other things of value but excluding hazardous materials or materials for which transport is legally prohibited or restricted by applicable State or Federal law. "Sealed" means closed in a manner that is reasonably designed to prevent easy access to the Property and that under normal circumstances would tend to reveal evidence of tampering or manipulation if unauthorized access were attempted. "Shipment" means the total Property in Sealed containers received by CONTRACTOR at a single location from a single consignor for delivery to one other location to a single consignee.

B. CONTRACTOR shall provide a signature at the time CONTRACTOR takes custody of Property and obtain a signature for the release of Property.

1 C. CONTRACTOR shall perform all pick-ups and deliveries between the
2 hours of 9:00 a.m. and 4:00 p.m. Monday through Friday, Pacific Time, excluding County
3 Holidays. "County Holidays" means:

- 4
- 5 • New Year's Day (January 1);
- 6 • Martin Luther King Day (third Monday in January);
- 7 • Presidents Day (third Monday in February);
- 8 • Cesar Chavez Day (March 31);
- 9 • Memorial Day (last Monday in May);
- 10 • Independence Day (July 4);
- 11 • Labor Day (first Monday in September);
- 12 • Veterans Day (November 11);
- 13 • Thanksgiving Day (Thursday preceding the last Thursday in November);
- 14 • Friday following Thanksgiving Day;
- 15 • Christmas Day (December 25);
- 16 • Every Monday immediately following a Sunday which falls on January 1, March 31, July 4,
- 17 November 11, or December 25;
- 18 • Every Friday when such a Friday immediately precedes January 1, March 31, July 4,
- 19 November 11, or December 25; and
- 20 • Every day appointed by the President of the United States of America or Governor of
- 21 California for a public fast, thanksgiving, or holiday, if federal or state employees are given
- 22 that day as a holiday.
- 23

24 D. CONTRACTOR shall deliver each package in the same condition as
25 picked up with the proper receipts securely attached to the package.

26 E. CONTRACTOR may refuse to pick up package which is not Sealed and
27 properly marked by COUNTY as set forth below and assumes no liability for any damages or loss
28 which may result as a consequence of a refusal under this paragraph to make a pick-up.

1 F. CONTRACTOR shall furnish to the COUNTY Auditor-Controller/Treasurer-
2 Tax Collector CONTRACTOR's secure Authorized Agent Card procedure to perform pick-up and
3 delivery. COUNTY may rely upon the Authorized Agent Card as evidence of authority of
4 CONTRACTOR's employee performing the pick-up.

5 G. CONTRACTOR shall perform pick-up and delivery of Property being
6 present no more than a maximum of five (5) minutes to make a pick-up and/or delivery of
7 Property. If the time for pick-up and/or delivery exceeds five minutes, CONTRACTOR's employee
8 may leave and such departure is not a breach of this Agreement. COUNTY may call and request
9 a pick-up and/or delivery subsequent to such departure.

10 H. CONTRACTOR shall take all security precautions necessary to ensure
11 safe pick-up and delivery of COUNTY's property.

12 2. OBLIGATIONS OF THE COUNTY

13 A. COUNTY shall place the Property to be carried by CONTRACTOR in a
14 sealed or locked package or packages marked clearly and distinctly with the name and address of
15 the consignor and the consignee and the amount or value of the contents.

16 B. COUNTY shall have the Sealed package or packages ready for pick-up by
17 CONTRACTOR within the time limits established for pick-up and delivery under this Agreement.

18 3. TERM

19 This agreement is effective as of October 1, 2018, and terminates on
20 September 30, 2021. This agreement may be extended for two additional consecutive 12-month
21 periods upon written approval of both parties no later than 30 days prior to the first day of the next
22 12-month extension period. The Fresno County Auditor-Controller/Treasurer-Tax Collector is
23 authorized to execute such written approval on behalf of the COUNTY based on the
24 CONTRACTOR's satisfactory performance.

25 4. TERMINATION

26 1. Non-Allocation of Funds - The terms of this Agreement, and the services to
27 be provided hereunder, are contingent on the approval of funds by the appropriating government
28 agency. Should sufficient funds not be allocated, the services provided may be modified, or this

1 Agreement terminated, at any time by giving the CONTRACTOR thirty (30) days advance written
2 notice.

3 2. Breach of Contract - The COUNTY may immediately suspend or terminate
4 this Agreement in whole or in part, where in the determination of the COUNTY there is:

- 5 1) An illegal or improper use of funds;
- 6 2) A failure to comply with any term of this Agreement;
- 7 3) A substantially incorrect or incomplete report submitted to the
8 COUNTY;
- 9 4) Improperly performed service.

10 In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of any
11 breach of this Agreement or any default which may then exist on the part of the CONTRACTOR.
12 Neither shall such payment impair or prejudice any remedy available to the COUNTY with respect
13 to the breach or default. The COUNTY shall have the right to demand of the CONTRACTOR the
14 repayment to the COUNTY of any funds disbursed to the CONTRACTOR under this Agreement,
15 which in the judgment of the COUNTY were not expended in accordance with the terms of this
16 Agreement. The CONTRACTOR shall promptly refund any such funds upon demand.

17 3. Without Cause - Under circumstances other than those set forth above, this
18 Agreement may be terminated by COUNTY upon the giving of thirty (30) days advance written
19 notice of an intention to terminate to CONTRACTOR.

20 5. COMPENSATION/INVOICING: COUNTY agrees to pay CONTRACTOR and
21 CONTRACTOR agrees to receive compensation for services performed under this agreement as
22 follows:

- 23 A. THREE THOUSAND FOUR HUNDRED SIXTY FIVE AND NO/100 DOLLARS
24 (\$3,465.00) per month. This equates to base annual fees of FORTY ONE THOUSAND
25 FIVE HUNDRED EIGHTY AND NO/100 DOLLARS (\$41,580.00).
- 26 B. In addition to the monthly charge provided above, COUNTY agrees to pay
27 CONTRACTOR the following charges during the term of this agreement:
 - 28 I. \$65.00 charge per requested weekend service.

- 1 II. \$65.00 charge per requested CONTRACTOR holiday service that is not also a
2 County Holiday (including but not limited to Columbus Day).
3 III. \$0.50 charge per \$1,000.00 in excess of the shipment liability allowances.
4 IV. \$1.95 charge per item in excess of the five (5) item allowance.
5 V. The CONTRACTOR will charge a monthly fuel charge based on the actual number
6 of miles driven during each route day during the billing month. The miles driven will
7 be divided by estimated miles per gallon for the vehicle driving the route to establish
8 the number of gallons used during the month. The total will then be multiplied by a
9 percentage base. Each month, the 3-week rolling average will be recalculated and
10 the surcharge will be adjusted up or down based on the following matrix:

11 Per Gallon Price Surcharge

12 Below- \$2.50 0%

13 \$2.501-\$2.75 1%

14 \$2.751-\$3.00 2%

15 \$3.001-\$3.25 3%

16 \$3.251-\$3.50 4%

17 \$3.501-\$3.75 5%

18 \$3.751-\$4.00 6%

19 For any 3-week U.S. National Average Diesel Fuel price over \$4.00 add an
20 additional 1% for every \$0.25 per gallon increase.

- 21 C. The COUNTY additionally establishes an annual contingency amount of TEN
22 THOUSAND AND NO/100 DOLLARS (\$10,000.00) to provide for additional services
23 that may become necessary during the term of this agreement. These contingency
24 funds may only be expended upon the separate written authorization signed by the
25 Fresno County Auditor-Controller/Treasurer-Tax Collector following the submission of a
26 written quote from CONTRACTOR detailing the services to be provided and the costs
27 of those services.
28 D. CONTRACTOR may, subject to section 5.E. below, increase fees provided in sections
5.A. and 5.B. above, and those fees for any additional services under section 5.C.
above, except that the aggregate cost of such increased fees and additional services
may not exceed the annual contingency maximum of TEN THOUSAND AND NO/100

1 DOLLARS (\$10,000.00).

2 E. The increased fees provided in section 5.D. above may only be implemented after the
3 first one-year period ending September 30, 2019, and upon sixty (60) days advance
4 written notice to COUNTY. CONTRACTOR may not increase fees more than once in
5 any one-year period. No increase may exceed the previous fees by more than 3%.

6 F. The COUNTY reserves the right to delete COUNTY departments that require services
7 provided by CONTRACTOR and reduce the compensation paid to CONTRACTOR by
8 the proportion that the monthly compensation paid to CONTRACTOR for that
9 department bears to the entire monthly compensation paid to CONTRACTOR.

10 G. In no event shall compensation for services performed under this Agreement exceed
11 FIFTY ONE THOUSAND FIVE HUNDRED EIGHTY AND NO/100 DOLLARS
12 (\$51,580.00) during the period October 1, 2018, through September 30, 2019; FIFTY
13 TWO THOUSAND EIGHT HUNDRED TWENTY EIGHT AND NO/100 DOLLARS
14 (\$52,828.00) during the period October 1, 2019, through September 30, 2020; FIFTY
15 FOUR THOUSAND ONE HUNDRED THIRTEEN AND NO/100 DOLLARS (\$54,113.00)
16 during the period October 1, 2020, through September 30, 2021; FIFTY FIVE
17 THOUSAND FOUR HUNDRED THIRTY SIX AND NO/100 DOLLARS (\$55,436.00)
18 during the period October 1, 2021, through September 30, 2022; and FIFTY SIX
19 THOUSAND SEVEN HUNDRED NINETY NINE AND NO/100 DOLLARS (\$56,799.00)
20 during the period October 1, 2022, through September 30, 2023.

21 H. CONTRACTOR shall submit monthly invoices to the Fresno County Auditor-
22 Controller/Treasurer-Tax Collector.

23 I. COUNTY shall remit payment 30 days from the invoice date.

24 J. All expenses incidental to CONTRACTOR'S performance of services under this
25 Agreement shall be borne by CONTRACTOR.

26
27 6. INDEPENDENT CONTRACTOR: In performance of the work, duties and
28 obligations assumed by CONTRACTOR under this Agreement, it is mutually understood and

1 agreed that CONTRACTOR, including any and all of the CONTRACTOR'S officers, agents, and
2 employees will at all times be acting and performing as an independent contractor, and shall act in
3 an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or
4 associate of the COUNTY. Furthermore, COUNTY shall have no right to control or supervise or
5 direct the manner or method by which CONTRACTOR shall perform its work and function.

6 However, COUNTY shall retain the right to administer this Agreement so as to verify that
7 CONTRACTOR is performing its obligations in accordance with its terms.

8 CONTRACTOR and COUNTY shall comply with all applicable provisions of law and the
9 rules and regulations, if any, of governmental authorities having jurisdiction over matters the
10 subject thereof.

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

19 7. MODIFICATION: Any matters of this Agreement may be modified from time to time
20 by the written consent of all the parties without, in any way, affecting the remainder.

21 8. NON-ASSIGNMENT: Neither party shall assign, transfer or sub-contract this
22 Agreement nor their rights or duties under this Agreement without the prior written consent of the
23 other party.

24 9. HOLD HARMLESS: CONTRACTOR agrees to indemnify, save, hold harmless, and
25 at COUNTY'S request, defend the COUNTY, its officers, agents, and employees from any and all
26 costs and expenses (including attorney's fees and costs), damages, liabilities, claims, and losses
27 occurring or resulting to COUNTY in connection with the performance, or failure to perform, by
28 CONTRACTOR, its officers, agents, or employees under this Agreement, and from any and all

1 costs and expenses (including attorney's fees and costs), damages, liabilities, claims, and losses
2 occurring or resulting to any person, firm, or corporation who is injured or damaged by the
3 negligence or willful misconduct of CONTRACTOR, its officers, agents, or employees in the
4 performance of its obligations under this Agreement. Contractor shall have no indemnification
5 obligation hereunder to the extent of the negligence or willful misconduct of the County or any of
6 its officers, officials, employees, agents or volunteers.

7 10. INSURANCE

8 Without limiting the COUNTY's right to obtain indemnification from
9 CONTRACTOR or any third parties, CONTRACTOR, at its sole expense, shall maintain in full
10 force and effect, the following insurance policies or a program of self-insurance throughout the
11 term of the Agreement:

12 A. Commercial General Liability

13 Commercial General Liability Insurance with limits of not less than Two
14 Million Dollars (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars
15 (\$4,000,000.00). This policy shall be issued on a per occurrence basis. COUNTY may require
16 specific coverages including completed operations, products liability, contractual liability,
17 Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed
18 necessary because of the nature of this contract.

19 B. Auto Liability

20 Comprehensive Auto Liability Insurance with limits of not less than Two
21 Million Dollars (\$2,000,000.00) per accident for bodily injury and for property damages. Coverage
22 should include any auto used in connection with this Agreement.

23 C. Money and Securities all Risk Armored Car Cargo Liability

24 Money and securities all risk armored car cargo liability (theft, disappearance
25 and destruction) with a limit of not less than Five Million Dollars (\$5,000,000.00) and with
26 COUNTY being named as Loss Payee on this policy.

27 D. Worker's Compensation

28 A policy of Worker's Compensation insurance as may be required by the

1 California Labor Code.

2 Additional Requirements Relating to Insurance

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

11 CONTRACTOR hereby waives its right to recover from COUNTY, its officers, agents, and
12 employees any amounts paid by the policy of worker's compensation insurance required by this
13 Agreement. CONTRACTOR is solely responsible to obtain any endorsement to such policy that
14 may be necessary to accomplish such waiver of subrogation, but CONTRACTOR's waiver of
15 subrogation under this paragraph is effective whether or not CONTRACTOR obtains such an
16 endorsement.

17 Within Thirty (30) days from the date CONTRACTOR signs and executes this Agreement,
18 CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of
19 the foregoing policies, as required herein, to the County of Fresno, (Auditor-Controller/Treasurer-
20 Tax Collector PO Box 1192, Fresno, CA 93715), stating that such insurance coverage have been
21 obtained and are in full force; that the County of Fresno, its officers, agents and employees will not
22 be responsible for any premiums on the policies; that for such worker's compensation insurance
23 the CONTRACTOR has waived its right to recover from the COUNTY, its officers, agents, and
24 employees any amounts paid under the insurance policy and that waiver does not invalidate the
25 insurance policy; that such Commercial General Liability insurance names the County of Fresno,
26 its officers, agents and employees, individually and collectively, as additional insured, but only
27 insofar as the operations under this Agreement are concerned; that such coverage for additional
28 insured shall apply as primary insurance and any other insurance, or self-insurance, maintained

1 by COUNTY, its officers, agents and employees, shall be excess only and not contributing with
2 insurance provided under CONTRACTOR's policies herein.

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

6 All policies shall be issued by admitted insurers licensed to do business in the State of
7 California, and such insurance shall be purchased from companies possessing a current A.M.
8 Best, Inc. rating of A FSC VII or better.

9 11. LIMITATION OF LIABILITY: It is understood and agreed that under no
10 circumstances or theory of liability shall CONTRACTOR and/or CONTRACTOR's insurance
11 company be liable for any incidental or consequential damages to COUNTY or any third party
12 directly or on behalf of COUNTY resulting from or occasioned by the loss of or damage to any
13 Shipment of Property delivered to CONTRACTOR pursuant to this Agreement. It is understood
14 and agreed that CONTRACTOR shall not be liable in any capacity for loss or harm to COUNTY's
15 Property or for damages directly and/or proximately flowing from loss or harm to COUNTY's
16 Property while said Property is in the possession of CONTRACTOR, nor shall CONTRACTOR's
17 insurance carrier be required to cover such damages when same are caused by any of the
18 following:

19 A. Hostile or warlike action in time of peace or war, including but not limited to,
20 action which hinders, combats or defends against an actual, impending or expected attack by any
21 government or sovereign power (de jure or de facto), or by any authority maintaining or using
22 military, naval or air forces, or by military naval or air forces, or by an agent of any government
23 power, authority or force;

24 B. Any weapon of war employing atomic fission or radioactive force whether in
25 time of peace or war;

26 C. Any accident or catastrophe occurring at a government or private facility
27 employing the use of atomic fission or radioactive energy whether in time of peace or war; and
28

1 D. Insurrection, rebellion, revolution, civil war, usurped power, or action taken by
2 government authority in hindering, combating, or defending against such an occurrence, seizure
3 or destruction under quarantine or customs regulations, confiscation by order of any government
4 or public authority, or risks of contraband or illegal transport or trade.

5 12. MAXIMUM SHIPMENT LIABILITY: Except as provided above, it is understood and
6 agreed that CONTRACTOR and its insurance will be liable for loss of or damage to COUNTY
7 Property inclusive of reconstructive damage up to the maximum sum for each Shipment as
8 agreed upon and set forth in section 13 below, which sum is the agreed maximum value of any
9 single Shipment ("Maximum Shipment Liability"). The Service and liability obligations assumed by
10 CONTRACTOR and the rates charged by CONTRACTOR are based, in part, upon the maximum
11 values of shipments as declared herein by COUNTY, for the safe delivery or return of any
12 Shipment of COUNTY's in the possession of CONTRACTOR, or in the possession of the agents
13 or employees of CONTRACTOR pursuant to the terms of this Agreement, it is therefore expressly
14 agreed by the COUNTY that the provisions of this Agreement dealing with Maximum Shipment
15 Liability to be accepted by CONTRACTOR from the COUNTY for delivery to consignee, or from
16 consignee, may not be waived or amended by any agent of CONTRACTOR, but that such waiver
17 or amendment may be made only with the written consent of an officer of CONTRACTOR.
18 CONTRACTOR will not be liable for loss or damage to Property consigned to it in excess of the
19 Maximum Shipment Liability unless COUNTY has paid all excess liability charges to the
20 CONTRACTOR for all shipments of Property with a value in excess of the Maximum Shipment
21 Liability amount.

22 13. MAXIMUM SHIPMENT LIABILITY ALLOWANCE

23 All COUNTY shipments specified in Exhibit A will have a maximum shipment liability
24 allowance of \$50,000 with the following exceptions:

- 25 – \$700,000 for ACTTC specified in Exhibit A item 1
26 – \$65,000 for Fresno County Department of Behavioral Health specified in Exhibit A item 8.
27 – \$250,000 for Fresno County Probation Department specified in Exhibit A item 10.

28 14. CLAIMS BY COUNTY: It is understood and agreed that under no circumstances

1 shall CONTRACTOR and/or CONTRACTOR's insurance be liable or responsible for any claim for
2 loss of or damages to COUNTY's Property which is not submitted in writing to the CONTRACTOR
3 within the greater of ninety (90) days after the date that said loss or damage purportedly occurred
4 or the minimum notice requirement under the law of the jurisdiction where the Service took place.
5 Within thirty (30) days after the giving of written notice of a claim of loss or damage, COUNTY
6 agrees to furnish CONTRACTOR a detailed written statement of the circumstances surrounding
7 such loss or damages as well as detailed written proof of such loss or damages in form
8 reasonably satisfactory to CONTRACTOR, which proof of loss shall be substantiated by the
9 books, records and accounts of COUNTY and shall be subscribed and sworn to by COUNTY or
10 its duly authorized officer, which is the Auditor-Controller/Treasurer-Tax Collector. Failure of
11 COUNTY to comply with the foregoing shall relieve and release CONTRACTOR of any liability to
12 COUNTY with respect to such claimed loss or damage.

13 15. CHECKS: CONTRACTOR's sole liability for lost checks shall be the payment to
14 COUNTY of: (i) reasonable costs necessary to reconstruct the checks plus any necessary costs
15 because of stop payment procedures; (ii) the face value of checks that cannot be Reconstructed,
16 provided adequate proof of the value thereof is presented to CONTRACTOR, except those
17 checks which would not be collectable at the time of loss, but not to exceed the limit of \$5,000.00
18 per Shipment for the unidentified checks. The maximum liability of CONTRACTOR for the checks
19 shall in no event exceed the Maximum Shipment Liability which includes the aforesaid \$5,000.00
20 for the unidentified checks. Complete cooperation shall include but not be limited to, recovery of
21 hard copy or electronic records of checks including, without limitation, point of sale information
22 created by its employees, agents or COUNTY; as well as, requests by COUNTY to makers of the
23 missing checks to issue duplicates and in the event the makers refuse to do so, then to assert all
24 of its legal and equitable rights against said makers. COUNTY agrees that CONTRACTOR and
25 CONTRACTOR's insurance shall not be liable for damages directly or proximately flowing from
26 COUNTY's breach of this provision. Upon payment of a loss pursuant to this Agreement,
27 CONTRACTOR or its insurance shall be subrogated to all COUNTY's rights and remedies of
28 recovery therefor. The COUNTY shall assign to the CONTRACTOR, COUNTY's right to receive

1 payment under any check(s) for which CONTRACTOR has reimbursed COUNTY and COUNTY
2 shall execute any document necessary or reasonably desirable to perfect and accomplish such
3 assignment. The words "Reconstruct", "Reconstructed" and "Reconstruction" shall mean to identify
4 checks only to the extent of determining the face amount of said checks and the identity of the maker
5 and/or check numbers, account numbers, routing numbers, financial institution, and the identity of the
6 maker and the endorser of each.

7 16. TIME OF CONTRACTOR'S LIABILITY FOR RISK OF LOSS

8 CONTRACTOR'S liability for risk of loss of COUNTY property begins at the time a
9 collector of CONTRACTOR takes custody of Property and signs for same. CONTRACTOR'S
10 liability for risk of loss of COUNTY property ceases when CONTRACTOR obtains the signature for
11 receipt of Property held by CONTRACTOR from an authorized employee in COUNTY
12 Departments specified in Exhibit A and Property is transferred to the custody of such COUNTY
13 employee.

14 17. AUDITS AND INSPECTIONS: The CONTRACTOR shall at any time during
15 business hours, and as often as the COUNTY may deem necessary, make available to the
16 COUNTY for examination all of its records and data with respect to the matters covered by this
17 Agreement. The CONTRACTOR shall, upon request by the COUNTY, permit the COUNTY to
18 audit and inspect all of such records and data necessary to ensure CONTRACTOR'S compliance
19 with the terms of this Agreement.

20 If this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be
21 subject to the examination and audit of the Auditor General for a period of three (3) years after
22 final payment under contract (Government Code Section 8546.7).

23 18. NOTICES: The persons and their addresses having authority to give and receive
24 notices under this Agreement include the following:

25 COUNTY
26 COUNTY OF FRESNO
Auditor-Controller/Treasurer-Tax
27 Collector
PO Box 1192
28 Fresno, CA 93715-1192

CONTRACTOR
Garda CL West, Inc.
2000 Corporate Blvd
Boca Raton, FL 55431

1 All notices between the COUNTY and CONTRACTOR provided for or permitted under this
2 Agreement must be in writing and delivered either by personal service, by first-class United States
3 mail, by an overnight commercial courier service, or by telephonic facsimile transmission. A notice
4 delivered by personal service is effective upon service to the recipient. A notice delivered by first-
5 class United States mail is effective three COUNTY business days after deposit in the United
6 States mail, postage prepaid, addressed to the recipient. A notice delivered by an overnight
7 commercial courier service is effective one COUNTY business day after deposit with the overnight
8 commercial courier service, delivery fees prepaid, with delivery instructions given for next day
9 delivery, addressed to the recipient. A notice delivered by telephonic facsimile is effective when
10 transmission to the recipient is completed (but, if such transmission is completed outside of
11 COUNTY business hours, then such delivery shall be deemed to be effective at the next
12 beginning of a COUNTY business day), provided that the sender maintains a machine record of
13 the completed transmission. For all claims arising out of or related to this Agreement, nothing in
14 this section establishes, waives, or modifies any claims presentation requirements or procedures
15 provided by law, including but not limited to the Government Claims Act (Division 3.6 of Title 1 of
16 the Government Code, beginning with section 810).

17 19. GOVERNING LAW: Venue for any action arising out of or related to this Agreement
18 shall only be in Fresno County, California.

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

21 20. DISCLOSURE OF SELF-DEALING TRANSACTIONS

22 This provision is only applicable if the CONTRACTOR is operating as a corporation (a
23 for-profit or non-profit corporation) or if during the term of the agreement, the CONTRACTOR
24 changes its status to operate as a corporation.

25 Members of the CONTRACTOR's Board of Directors shall disclose any self-dealing
26 transactions that they are a party to while CONTRACTOR is providing goods or performing
27 services under this agreement. A self-dealing transaction shall mean a transaction to which the
28 CONTRACTOR is a party and in which one or more of its directors has a material financial

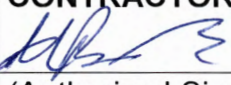
1 interest. Members of the Board of Directors shall disclose any self-dealing transactions that
2 they are a party to by completing and signing a Self-Dealing Transaction Disclosure Form,
3 attached hereto as Exhibit B and incorporated herein by reference, and submitting it to the
4 COUNTY prior to commencing with the self-dealing transaction or immediately thereafter.

5 21. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between
6 the CONTRACTOR and COUNTY with respect to the subject matter hereof and supersedes all
7 previous Agreement negotiations, proposals, commitments, writings, advertisements, publications,
8 and understanding of any nature whatsoever unless expressly included in this Agreement.

9 [SIGNATURE PAGE FOLLOWS]
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1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day
2 and year first hereinabove written.

3
4 **CONTRACTOR**

5 
6 (Authorized Signature)

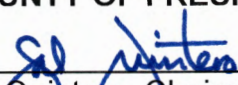
7 Mark Brockelmann - CFO
8 Print Name & Title

9 2000 NW Corp. Blvd.

10 Boon Arbon, CA 93431

11 Mailing Address

COUNTY OF FRESNO

12 
13 Sal Quintero, Chairperson of the
14 Board of Supervisors of the County of
15 Fresno

ATTEST:

16 Bernice E. Seidel
17 Clerk of the Board of Supervisors
18 County of Fresno, State of California

19 By: Susan Bishop
20 Deputy

21 FOR ACCOUNTING USE ONLY:

22 ORG No.:

23 Account No.:

24 Requisition No.:

Exhibit A

Pick-up and delivery from all the following locations shall be Monday through Friday:

1. Pick-up from Fresno County Auditor-Controller/Treasurer-Tax Collector, Treasurer (ACTTC) at 2281 Tulare Street, Room 105, Fresno, CA 93721 (northwest corner of Tulare and "M" streets)
 - o Delivered to COUNTY'S bank vault service
2. Pick up from Fresno County Public Health at 1221 Fulton Street, (Brix Building) sixth (6th) floor, Room 625, Fresno, CA 93721
3. Pick up from Fresno County Public Works & Planning Development Services at 2220 Tulare Street, Suite A (Annex building), Fresno, CA 93721 (southwest corner of Tulare & "M" Streets)
4. Pick up from Fresno County Probation Department at 2048 N. Fine Street, Fresno, CA 93727
 - o Delivered to ACTTC at 2281 Tulare Street, Room 105, Fresno, CA 93721 (northwest corner of Tulare and "M" streets)
5. Pick-up from Fresno County Department of Social Services (DSS) at 4449 E. Kings Canyon Road, Fresno, CA 93702
 - o Delivered to DSS at 205 W. Pontiac Way, building 7, Clovis, CA 93612

Pick-up and delivery from all the following locations shall be Monday, Wednesday and Friday:

6. Pick-up from ACTTC at 2281 Tulare Street, Room 105, Fresno, CA 93721 (northwest corner of Tulare and "M" streets)
 - o Delivered to American Avenue Disposal Site at 18950 W. American Avenue, Kerman, CA 93640
7. Pick-up from American Avenue Disposal Site at 18950 W. American Avenue, Kerman, CA 93640
 - o Delivered to ACTTC at 2281 Tulare Street, Room 105, Fresno, CA 93721 (northwest corner of Tulare and "M" streets)
 - o Delivered to Fresno County Public Works & Planning Financial Services at 2220 Tulare Street (County Plaza building) sixth (6th) floor, Fresno, CA 93721

Pick-up and delivery from the following location shall be Friday only:

8. Pick-up from Fresno County Department of Behavioral Health Business Office at 1925 E. Dakota Avenue, Fresno, CA 93726
 - o Delivered to ACTTC at 2281 Tulare Street, Room 105, Fresno, CA 93721 (northwest corner of Tulare and "M" streets)

Pick-up from the following location shall be Monday, Wednesday and Friday:

9. Fresno County Probation Department, Drug Suppression Unit at 2212 N. Winery Avenue, Suite 122, Fresno, CA 93701

Exhibit A

Pick-up from the following location shall be Wednesday only:

10. Fresno County Probation Department at 3333 E. American Avenue, Fresno, CA 93725

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).

Exhibit B

(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:	