



#5975

# SECURITY SERVICES AGREEMENT

AGREEMENT PREPARED FOR: County El Dorado  
August 30, 2021



## Good Guard Security Services

21757 Devonshire St. #10, Chatsworth, CA 91311

1-800-651-0491

info@goodguardsecurity.com

www.GoodGuardSecurity.com



## SERVICE DETAILS

<b>Client Service Address:</b>	1140 Cold Springs Rd, Placerville CA 95667 & 18621 Sherwood St, Plymouth CA 95669
<b>Client Billing Address:</b>	3057 Briw Rd, Placerville CA 95667
<b>Service Hours:</b>	7 days / 8:00pm - 8:00am
<b>Location Contact &amp; Telephone Number:</b>	Kathy Deffebach 530-642-7147
<b>Rate (U.S. Dollars):</b>	\$29.00 / Hour / Guard
<b>Holiday Rate</b>	\$43.50 / Hour / Guard
<b>Service Commencement Date:</b>	August 30, 2021
<b>Payment Terms:</b>	Bi-Weekly
<b>Permanent/Temporary:</b>	Permanent: 3 months minimum (30 Days Cancellation Notice Anytime)
<b>Uniform:</b>	Professional Security Uniform
<b>Additional Charges:</b>	None
<b>Security Service Description:</b>	<b>1 Unarmed &amp; Uniformed Security Professionals</b>  <b>Providing Visual Deterrent to any outside danger.</b>  <b><u>Note:</u> Security officer will make sure there are no trespassing individuals on site. If the security officer sees any individuals who present to be trespassers, the officer is tasked to escort them off the property. The security officer will conduct a full patrol via foot all around the outside perimeter of the property.</b>

## TERMS & CONDITIONS

This SECURITY SERVICES AGREEMENT ("Agreement") is entered into upon mutual execution hereof by and between GOOD GUARD SECURITY, a California corporation, Private Patrol Operator (PPO) License #120362 (hereinafter, "Company") and \_\_\_\_\_ County El Dorado \_\_\_\_\_, (hereinafter, "Client"), with respect to the following:

- RATES:** Service Rates are subject to adjustment on thirty (30) days advance written notice for any change in any law, causing a change in work hours, wage rates, working conditions or other costs to Company.
- PAYMENT:** Invoices will be submitted weekly, upon mutual agreement between Company and Client, and are payable on receipt at the address on the invoice. A late charge of 1 ½ % per month will be added to balances not paid within thirty days. Client agrees to pay Company's attorney's fees and other collection costs.
- EMPLOYEES:** (a) Personnel supplied by Company are its employees and not Client's. Company is solely responsible for social security, unemployment and similar taxes applicable to its employees.  
(b) Company is a Federal Government Contractor and complies with Executive Order 11246, as amended: Section 503 of the Rehabilitation Act of 1973, as amended: Section 402 of Vietnam era Veterans' Readjustment Assistance Act of 1974 and related regulations. Company's employees will be assigned without regard to race, color, creed, sex, and national origin, handicap conditions that do not impair job performance or veteran status.  
(c) Client may reasonably remove any employee assigned provided such removal is not in violation of law. In the event any employee is removed at Client's request, Client agrees to indemnify and hold Company harmless from any claims, demands, liabilities, judgments, losses, suits, damages, fines, penalties, and expenses including reasonable attorney's fees and defense costs (hereinafter collectively "Claim(s)") that may arise there from.
- OVERTIME:** Overtime rates shall apply to work on New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas; work on any additional holidays listed and any extra hours exceeding 8-hours a day or 40-hours per week. Coverage for labor disputes, civil disorders or natural disaster, or special assignment or agreement is not included except as described in the Service Rate Classification. Additional overtime rates shall not apply to situations where an employee of Company already on-duty covers hours for a "called-off" employee and thus works over 8-hours in his/her shift.
- PROPERTY/EQUIPMENT:** All property and equipment furnished by Company for performance of its services under this Agreement, regardless of whether portable or stationary, shall be considered the personal property of Company, and shall remain the personal property of Company after termination of this Agreement. Upon

the termination of this Agreement, the Company shall have reasonable access and time to remove its property from Client's property. Client shall not be responsible for any of Company's personal property which is stolen, damaged or missing from the property in the absence of Company's supervision.

- 6. **KEYS/ACCESS:** Company shall not be provided a master key (or its equivalent) to the property or any portion thereof, except for such location(s) that are to be exclusively used by Company's guards or other personnel. Notwithstanding anything to the contrary in this Agreement, Company shall not be responsible for any damages including, without limitation, any costs incurred in re-keying or changing locks caused by the loss or theft of such key(s).
- 7. **NON-COMPETITION:** Client, its affiliates, agents, and other related persons or entities hereby agree not to hire any Company staff, employees, or personnel for a period of at least one (1) year after such person has terminated his/her employment with Company. Client further agrees not to prepare to engage in competition with Company, solicit, divert, poach, or encourage any of the Company staff, employees, or personnel to stop working with Company, or to solicit, divert, poach, encourage, or facilitate them to work with Client, any affiliate of Client, or any related person or entity of Client. Client recognizes that Company has a significant investment in the recruitment and training of its employees and guards to be providing services under this Agreement, and that these personnel are a valuable asset to Company. As it is impractical and extremely difficult to fix the actual damages which may result from the loss of such employees and guards, Client agrees that if Client (or its affiliates, agents, and other related persons or entities) is in breach of this section of the Agreement, then Client shall be required to pay to Company for each such employee (or former employee employed by Company) the sum of \$7,500.00. Such fee is expressly agreed to be considered liquidated damages, and not a penalty.
- 8. **FORCE MAJEURE:** The obligations of Company hereunder may be suspended during any period where performance is prevented by acts of God, civil or labor disturbances, or events beyond Company's reasonable economic control.
- 9. **TERMINATION OF SERVICES:** Except as otherwise provided in this Agreement, this Agreement may be terminated for non-performance by either party, provided that such party has given the others reasonable time to correct any instances of such non-performance. If either party fails to correct such non-performance, the Agreement may be terminated, provided that such party has given the others at least 48hrs in advance written notice of such intention. Notwithstanding the foregoing and for all other intentions, termination of services by Client must be preceded by at least 48hrs in advance written notice of such intention to terminate services. Minimum 3-Month Service Agreement from start date.
- 10. **Independent Contractor:** Company has represented to Client that it is specially trained, experienced, expert, and competent to perform the special services described in "Security Service Description;" that it is an independent and bona fide business operation, advertises and holds itself as such, is in possession of a valid business license, and is customarily engaged in an independently established business that provides similar services to others; and Client relies upon those representations. The parties intend that an independent contractor relationship will be created by this contract. Company is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by the terms of this Agreement. Company exclusively assumes responsibility for acts of its employees, agents, affiliates, and subcontractors, if any are authorized herein, as they relate to the services or work to be performed under this Agreement during the course and scope of their employment by Company. Those persons will be entirely and exclusively under the direction, supervision, and control of Company.

Client may designate the tasks to be performed and the results to be accomplished under this Agreement, provide information concerning the work or services, approve or disapprove the final work product and/or services provided, and set deadlines for the completion of the work or services, but Client will not control or direct the manner, means, methods, or sequence in which Company performs the work or services for accomplishing the results.

Company, including any subcontractor or employees of Company, shall not receive, nor be eligible for, any benefits Client provides for its employees, including, but not limited to, vacation pay, paid holidays, life insurance, health insurance, social security, disability insurance, pension, or 457 plans. Company shall not receive, nor be eligible for, workers' compensation, including medical and indemnity payments. Client is not responsible for withholding, and shall not withhold, Federal Income Contribution Act amounts or taxes of any kind from any payments which it owes Company. Company shall not be subject to the work schedules or vacation periods that apply to Client employees.


Company shall be solely responsible for paying its employees, and for withholding Federal Income Contribution Act amounts and other taxes, workers' compensation, unemployment compensation, medical insurance, life insurance, or any other benefit that Company provides for its employees.

Company acknowledges that it has no authority to bind the Client or incur any obligations on behalf of the Client with regard to any matter, and shall not make any agreements or representations on the Client's behalf.


- 11. **Company to Client:** It is understood that the services provided under this Agreement shall be prepared in and with cooperation from Client and its staff. It is further understood that this Agreement does not create an exclusive relationship between Client and Company, and Company may perform similar work or services for others. However, Company shall not enter into any agreement with any other party, or provide any information in any manner to any other party, that would conflict with Company's responsibilities or hinder Company's performance of services hereunder, unless Client's Contract Administrator, in writing, authorizes that agreement or sharing of information.
- 12. **Insurance:** Client agrees to assume all risk of loss or damage to its premises, business and property of others on Client's premises occurring as a result of fire, theft or other casualty and Client agrees that it will maintain insurance to fully protect Client against such loss or damage. Accordingly, Client waives its right of recovery against Company of any such loss or damage, however, caused.  
  
Company agrees to maintain Full Worker's Compensation and Employer's Liability Insurance as required by law in the State of California; Commercial General Liability Insurance; Automobile Liability Insurance, and provide evidence of same upon request by Client.
- 13. **Contract Administrator:** The County Officer or employee with responsibility for administering this Agreement is Nita Wracker, Agency Chief Fiscal Officer, Health and Human Services Agency, or successor.
- 14. **ENTIRE AGREEMENT AND INTERPRETATION:** This Agreement constitutes the entire agreement and understanding between the parties, and no representations, inducements, promises or agreements not embodied herein shall be of any force or effect. This Agreement shall be governed under the law of the State of its performance and if any provision shall conflict therewith, such provision shall be interpreted to remove such conflict, so that this Agreement and all its other provisions shall remain in full force and effect.
- 15. **DEFAULT:** Company may terminate this Agreement immediately and exercise such other rights and remedies as permitted by law, if Client fails to pay any amount when due or if any proceeding is commenced or threatened by or against Client under the Bankruptcy Code or any other Debtor's law, or if Client makes or threatens to make an assignment for the benefit of creditors.

IN WITNESS WHEREOF, the parties by their duly authorized representatives have signed this Agreement as of the date first above written:

By GOOD GUARD SECURITY:

 Shawn Helmandi (Sep 2, 2021 12:52 PDT)	Shawn Helmandi, President (Print Name & Title)
Authorized Signature	

By CLIENT:

 Don Semon (Sep 3, 2021 12:43 PDT)	Don Semon, Director, Health and Human Services Agency (Print Name & Title)
Authorized Signature	