

**COUNTY OF TULARE
SERVICES AGREEMENT
Security Guard Services**

THIS AGREEMENT ("Agreement") is entered into as of July 1, 2020, between the **COUNTY OF TULARE**, a political subdivision of the State of California ("COUNTY"), and **FUENTES SECURITY SERVICE**, a California Corporation ("CONTRACTOR"). COUNTY and CONTRACTOR are each a "Party" and together are the "Parties" to this Agreement, which is made with reference to the following:

- A. COUNTY wishes to retain the services of CONTRACTOR for the purpose of providing security guard services Countywide; and
- B. CONTRACTOR has the experience and qualifications to provide the security guard services to COUNTY for the locations and time periods shown on the attached Exhibit A-1; and
- C. CONTRACTOR is willing to enter into this Agreement with COUNTY upon the terms and conditions set forth herein.

THE PARTIES AGREE AS FOLLOWS:

- 1. **TERM:** This Agreement becomes effective as of July 1, 2020 and expires at 11:59 PM on June 30, 2021, with two (2), one (1) year options for renewal by mutual written consent, unless earlier terminated as provided below.
- 2. **SERVICES:** CONTRACTOR shall provide services to the COUNTY as shown on the attached **Exhibits A - Scope of Work, and A-1 Schedule.**
- 3. **PAYMENT FOR SERVICES:** In return for providing services to the COUNTY under this Agreement, COUNTY shall pay CONTRACTOR as shown on the attached **Exhibit B.**
- 4. **INSURANCE:** Before approval of this Agreement by COUNTY, CONTRACTOR must file with the Clerk of the Board of Supervisors evidence of the required insurance as set forth in the attached **Exhibit C.**
- 5. **GENERAL AGREEMENT TERMS AND CONDITIONS:** COUNTY'S "General Agreement Terms and Conditions" are hereby incorporated by reference and made a part of this Agreement as if fully set forth herein. COUNTY'S "General Agreement Terms and Conditions" can be viewed at <http://tularecountycounsel.org/default/index.cfm/public-information/>
- 6. **ADDITIONAL EXHIBIT:** CONTRACTOR shall comply with the terms and conditions of the Exhibit listed below and identified with a checked box, which are by this reference made a part of this Agreement.

<input checked="" type="checkbox"/>	Exhibit D	Debarment
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- 7. **NOTICES:** (a) Except as may be otherwise required by law, any notice to be given must be written and must be either personally delivered, sent by facsimile transmission or sent by first class mail, postage pre-paid and addressed as follows:

**COUNTY OF TULARE
SERVICES AGREEMENT
Security Guard Services**

COUNTY:

GENERAL SERVICES AGENCY
Attn: Contract Administrator
2637 W Burrel, Ste 200
Visalia CA 93291
Phone No.: 559-205-1100
Fax No.: 559-627-1022

With a Copy to:

COUNTY ADMINISTRATIVE OFFICER
2800 W. Burrel Ave.
Visalia, CA 93291
Phone No.: 559-636-5005
Fax No.: 559- 733-6318

CONTRACTOR:

FUENTES SECURITY SERVICE
4912 N 7th Street #111
Fresno CA 93726
Phone 559-917-8973

(b) Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be received upon successful transmission. Notice sent by first class mail will be deemed received on the fifth calendar day after the date of mailing. Either Party may change the above address by giving written notice under this section.

8. AUTHORITY: CONTRACTOR represents and warrants to COUNTY that the individual(s) signing this Agreement on its behalf are duly authorized and have legal capacity to sign this Agreement and bind CONTRACTOR to its terms. CONTRACTOR acknowledges that COUNTY has relied upon this representation and warranty in entering into this Agreement.

9. COUNTERPARTS: The Parties may sign this Agreement in counterparts, each of which is an original and all of which taken together form one single document.


[THIS SPACE LEFT BLANK INTENTIONALLY; SIGNATURES FOLLOW ON NEXT PAGE]

**COUNTY OF TULARE
SERVICES AGREEMENT
Security Guard Services**

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

Fuentes Security Service

Date: 06/04/2020

By 

Print Name Eduardo Fuentes

Title Manager

Date: _____

By _____

Print Name _____

Title _____

[Pursuant to Corporations Code section 313, County policy requires that contracts with a **Corporation** be signed by both (1) the chairman of the Board of Directors, the president or any vice-president (or another officer having general, operational responsibilities), and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer (or another officer having recordkeeping or financial responsibilities), unless the contract is accompanied by a certified copy of a resolution of the corporation's Board of Directors authorizing the execution of the contract. Similarly, pursuant to California Corporations Code section 17703.01, County policy requires that contracts with a **Limited Liability Company** be signed by at least two managers, unless the contract is accompanied by a certified copy of the articles of organization stating that the LLC is managed by only one manager.]

COUNTY OF TULARE

Date: _____

By _____

Chair, Board of Supervisors

ATTEST: JASON T. BRITT
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

Date: _____

By _____

Deputy Clerk

Approved as to Form
County Counsel

Date: _____

By 
Deputy

Matter # 2020664

EXHIBIT A

Scope of Work

CONTRACTOR RESPONSIBILITIES

1. Within 15 days of written notice of award the Contractor will provide a copy of a Private Patrol Operators license to the Contract administrator for General Services. This license must be current and kept current for the duration of the contract. Contractor shall also provide copies of valid guard cards for all guards used by the Contractor for the County of Tulare (COUNTY). Should a guard not pass the background check, (s)he will not provide service to the County. In the event that a certification/license is withdrawn, cancelled or in any way downgraded, the contractor will immediately remove the individual from service, and provide an acceptable replacement in possession of a valid certification/license. No payment will be made until the COUNTY receives the copies of license and guard cards.
2. This Agreement is entered into by both parties with the express understanding that CONTRACTOR will perform all services required under this Agreement as an independent contractor. Nothing in this Agreement shall be construed to constitute the CONTRACTOR or any of its agents, employees, or officers as an agent, employee or officer of COUNTY. CONTRACTOR agrees to advise everyone it assigns or hires to perform any duty under this agreement that they are not employees, agents or officers of COUNTY.
3. All guards assigned to the Department of Child Support Services, including supplemental or replacements are to report to the DCSS for an additional background check before the first day of work. Annually, security guards assigned to DCSS will complete a "Case Involvement Form," provided by DCSS, and ensure it is updated as circumstances change.
4. All guards shall wear the contractor's uniform at all times when providing security for the County. The uniform will be of a professional nature, with display of patches on both arms stating Private Security. Guards will not be permitted to provide services unless in uniform.
5. A security guard's role should be to PROTECT people and/or the property of his/her employer or contracted clients. A security guard's responsibility BEFORE an incident/offense has occurred should be PREVENTION. A security guard's responsibility during or after an incident/offense should be to OBSERVE and REPORT.
6. All guards assigned to the County shall conduct themselves in a professional manner at all times. This includes but is not limited to: reporting any violations of County, State or Federal Laws and calling 911, advising facility managers of any possible issues occurring in the lobby, parking lot, or any other part of the facility, assure the fire lanes are clear, and enforce no smoking policies. Guard will refrain from unnecessary conversation with County employees. Guards are not to assist with COUNTY departmental business.
7. Guards will not carry firearms, batons, or any non-lethal chemical agent without prior written consent of the County Director of General Services. Guards must have the appropriate certification for carrying any listed equipment.
8. Contractor shall provide each guard with a means of communication to the contractor's dispatch and the County reception area for each location. Purchase of these devices is at the discretion and responsibility of the individual sites and not covered by this contract.

9. An individual guard's tour of duty shall not exceed 12 continuous hours. An eight (8) hour rest must be taken before a guard may resume an assignment for the County.
10. Guards will perform specified duties including, but not limited to; patrolling premises, operating metal detectors (including using a hand wand as needed), instructing clients carrying items not permitted to return those items to their vehicles before entering the building, performing building and parking lot checks, walk through interview areas, and performing building and parking lot checks prior to the opening and closing of the building.

11. ADDITIONAL REQUIREMENTS FOR SPECIFIC LOCATIONS

DEPARTMENT OF CHILD SUPPORT SERVICES

Security Guards assigned to the Department of Child Support Services (DCSS) will have the following additional requirements:

Pass a DCSS background check which is to be arranged before guards are assigned to either Visalia or Porterville locations.

12. The County will provide at least two (2) hours advance notice if unscheduled or emergency guard services are required. These services will be considered extra work and will be paid at the agreed rate. Overtime, if applicable, will be approved by the contract administrator.
13. All guards assigned to Health and Human Services Agency (HHSA) or Department of Child Support (DCSS) facilities will sign a confidentiality agreement with the County. Any violation of this agreement may be subject to local, state and federal prosecution/civil action against the individual(s) and the entity for which they work. This issue of confidentiality shall include, but is not limited to; any and all written documentation and verbal communication, either direct or indirect, of any matter or issue that may involve any customer and/or employee that is associated with the County. This confidentiality requirement extends to off-site and off-duty situations. If the County confirms there has been a breach in confidential information, and that the Contractor or Contractor's agent is responsible and aware of said breach, the County will seek liquidated damages in the amount of \$5,000.00 for each violation of the confidentiality agreement.
14. In performance of this contract, the contractor will not be given access to Federal Tax Information (FTI). However, inadvertent or incidental access to FTI may occur. It is incumbent upon the contractor to inform its officers and employees of the provisions of IRC Section 7431, civil damages for unauthorized disclosure of returns and return information. Willful, unauthorized disclosure of returns and return information is a felony punishable upon conviction by a fine of as much as \$5,000.00 or imprisonment for up to five (5) years, or both, together with the costs of prosecution. Willful, unauthorized disclosure of returns and return information may also result in an award of civil respect to each instance of unauthorized disclosure. The penalties are set forth in 26 CFR 301.6103(n)-1.
15. The County reserves the right to add or delete sites, or change the schedule of hours at each site by providing the Contractor with a written notice at least thirty (30) days in advance of the change. In case of emergency requests, the COUNTY will pay overtime for the first 24 hours.
16. Unless otherwise provided in the Agreement, COUNTY is relying on the training and experience of CONTRACTOR and CONTRACTOR'S employees and no part of the Agreement may be assigned or subcontracted by CONTRACTOR without prior written consent of COUNTY.

17. The County will not pay overtime unless it is an emergency call out. Contractor is responsible for staffing facilities as listed in the hours of service per facility.
18. Guards working 24 hours shifts will be paid overtime for listed holidays. Any overtime must be approved in advanced by the Contract Administrator.

**EXHIBIT A-1
GUARD SCHEDULE**

No	Tenant	Address	Hours	Per	Hrs/Day	Hrs/Week
127	Farmersville Health	660 E Visalia Rd	M-F 8am - 5pm	1	9	45
175	Lindsay Tulare Works	900 N Sequoia	M-F 7am -6:15	1	11.25	56.25
241	Tulare Mental Health Apts	252 S Sacramento St	24 Hrs	1	24	168
253	Tulare Tulare Works	458 E Oneal	M-F 6:30 am - 6:30 pm	2	24	120
254	Hillman Health	1062 S K Street	M - F 24 hrs	1	24	168
300	Civic Center	W Burrel	24 hrs	1	24	168
312	Visalia Health	2611 N Dinuba Blvd	M-F 6:30 - 8:30	1	14	75
			Sat 8 - 1 pm	1	5	
315	Government Plaza	5957 S Mooney Blvd	M-F 7:30am -8:30 pm	2	26	154
		3/18/2020	S-S 8:00 - 8:00	1	12	
316	Visalia HHSA Processing	26644 S Mooney Blvd Ste B	M-F 7:00 am - 6:00pm	1	11	55
318	Visalia Tulare Works	1845 N Dinuba Blvd	M-Th 7:30am -6:15	1	10.75	112.25
			F 8:00am- 5:15	1	9.25	
			M-F 6am - 6pm	1	12	
325	HHSA CWS	26500 S Mooney Blvd	M-F 7am - 7pm	2	24	120
364	Visalia Library	200 W Oak	Tue-Thur 8:45 - 8:15	1	11.5	50
			Fri 11:15pm - 6:15pm	1	7	
			Sat 8:45am - 5:15 pm	1	8.5	
372	HHSA Visalia Recovery Center	822 S Santa Fe	Mon - Sun 24 hrs	1	24	168
372A	Mental Health Adult Integrated	520 E Tulare	S-S 8:00 - 5:30	2	19	133
374	Blue Cross Anthem	3330 W Mineral King #A	M-F 7:00 - 6:00pm			85
380	HHSA/Adoptions/IHSS	3500 W Mineral King A & C	M-F 6pm - 12 am	1	17	
389	CWS Visalia	3346 W Mineral King				
383	DCSS Visalia	8040 W Doe Ave	M-F 7:30 a - 5:30pm	2	20	80
384	Visalia Wellness	1223 S Lovers Ln	24 hours	1	24	168
392	Visalia Noble Plaza	4025 W Noble	M-Th 7a - 6p	1	11	48.5
			Fri 8am - 12:30	1	4.5	
393	Professional Dev Center	4031 W Noble	M-F 6:00am-6pm	1	12	60
394	Visalia Crisis CLC/ETAC	628 E Tulare	24 hours	1	24	168
396	Transitional Living Center	546 E Tulare	24 hrs	1	24	168
425	Dinuba Tulare Works	1066 N Alta	M-Th 7am -6:15	1	11.25	55.5
			F 7 - 5:30	1		
500	Porterville Wellness	333 W Henderson	M-F 8:30 am - 5:30 pm	1	9	45
533	DCSS Porterville	259 N Main St	M-F 7:30 a - 5:30pm	2	10	80
534	Porterville Tulare Works	1055 W Henderson	M-F 7:00am - 6:15pm	1	11.25	56.25
534A	HHSA CWS	1055 W Henderson	M-F 8:15 - 6:15	1	10	50
534B	Porterville Mental Health	1055 W Henderson	24 hrs	1	24	168
541	Porterville Mental Apart	43 N Lotas St	24 hrs	1	24	168

EXHIBIT B
PAYMENT

HOURLY RATE/per guard \$18.00

OVERTIME HOURLY RATE/per guard \$27.00

Invoices shall be emailed to: *General_Services_Fiscal@co.tulare.ca.us*.

1. Invoices will include building number, address of facility and hours of service provided. Invoices shall be emailed bi-weekly and include time sheets of guards working at the facility. Invoices will be emailed no later than 30 days after service provided.
2. The County will not pay overtime if one guard is replacing another who has called in sick or with an emergency. Contractor is responsible for staffing facilities as listed in the hours of service per facility.
3. County does not pay sick leave.
4. The County will only pay overtime for approved holiday work or an approved emergency call out.