PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
AMERICAN GUARD SERVICES
MONTH – TO - MONTH

This Agreement, entered into this 1st day of January, 2026, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and American Guard Services, a California Corporation, hereinafter referred to as "CONTRACTOR," is made upon the following considerations:

WHEREAS, COUNTY, by and through its Sheriff's Office – Court Protection Division, desires to retain the services of a qualified professional to provide courthouse security screening services; and

WHEREAS, such work involves the performance of professional, expert and technical services of a temporary and occasional character; and

WHEREAS, COUNTY has no employees available to perform such services and is unable to hire employees for the performance thereof for the temporary period; and

WHEREAS, CONTRACTOR represents that it is adequately trained, skilled, experienced and qualified to perform the services required by COUNTY; and

WHEREAS, CONTRACTOR has been performing such services and COUNTY wishes for CONTRACTOR to continue performing such services.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. DESCRIPTION OF SERVICES:

CONTRACTOR agrees to furnish the services described in Exhibit A – Scope of Services, which is attached hereto and incorporated herein by reference. In providing such services, CONTRACTOR agrees to fully cooperate with Sheriff William Honsal III or designee thereof, hereinafter referred to as "SHERIFF".

2. TERM:

This Agreement shall begin on January 1, 2026 and shall automatically renew on a month-to-month basis, unless either party gives the other party thirty (30) days written notice of its intent to terminate the Agreement, or the Agreement is sooner terminated consistent with section 3 of this Agreement.

3. TERMINATION:

A. Breach of Contract. If, in the opinion of COUNTY, CONTRACTOR fails to adequately perform the services required hereunder within the time limits specified herein, or otherwise fails to comply with the terms of this Agreement, or violates any ordinance, regulation or other law applicable to its performance herein, COUNTY may terminate this Agreement immediately, upon notice.

B. Without Cause. COUNTY may terminate this Agreement without cause upon thirty (30) days advance written notice. Such notice shall state the effective date of the termination.

C. Insufficient Funding. COUNTY's obligations under this Agreement are contingent upon the availability of local, state and/or federal funds. In the event such funding is reduced or eliminated, COUNTY shall, at its sole discretion, determine whether this Agreement shall be terminated. If possible, COUNTY shall provide CONTRACTOR seven (7) days to fifteen (15) days advance written notice of its intent to terminate this Agreement due to insufficient funding.

D. Compensation Upon Termination. In the event this Agreement is terminated, CONTRACTOR shall be entitled to compensation for uncompensated services rendered hereunder through and including the effective date of such termination. However, this provision shall not limit or reduce any damages owed to COUNTY due to a breach of this Agreement by CONTRACTOR.

4. COMPENSATION:

A. Maximum Amount Payable. The maximum amount payable by COUNTY for services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement on a monthly basis is $29,000.00 per month (see Exhibit B for additional detail). CONTRACTOR agrees to perform all services required by this Agreement for an amount not to exceed such maximum monthly dollar amount. However, if local, state or federal funding or allowance rates are reduced or eliminated, COUNTY may, by amendment, reduce the maximum amount payable for services provided hereunder, or terminate this Agreement as provided herein.

B. Schedule of Rates. The specific rates and costs applicable to this Agreement are set forth in Exhibit B – Schedule of Rates, which is attached hereto and incorporated herein by reference.

C. Additional Services. Any additional services not otherwise provided for herein shall not be provided by CONTRACTOR, or compensated by COUNTY, without written authorization by COUNTY. All unauthorized costs and expenses incurred above the maximum payable amount set forth herein shall be the responsibility of CONTRACTOR. CONTRACTOR shall notify COUNTY, in writing, at least six (6) weeks prior to the date upon which CONTRACTOR estimates that the maximum payable amount will be reached.

5. PAYMENT:

CONTRACTOR shall submit to COUNTY monthly invoices itemizing all services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement. Invoices shall be in a format approved by, and shall include backup documentation as specified by, SHERIFF and the Humboldt County Auditor-Controller. CONTRACTOR shall submit a final invoice for payment within thirty (30) days following the expiration or termination date of this Agreement. Payment for services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement will be made within thirty (30) days after the receipt of approved invoices. All invoices submitted by CONTRACTOR shall be sent to COUNTY at the following address:

COUNTY: Preferably by email to: sheriffbusinessoffice@co.humboldt.ca.us

If by paper, mail to:
Humboldt County Sheriff's Office
Attn: Business Office
826 4th Street
Eureka, CA 95501

6. NOTICES:

Any and all notices required to be given pursuant to the terms of this Agreement shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

COUNTY: Humboldt County Sheriff's Office
Attention: William F. Honsal, Sheriff
826 4th Street
Eureka, CA 95501

CONTRACTOR: American Guard Services
Attention: Gerald A. Gregory, Executive Vice President
1125 W. 190th Street
Los Angeles, CA 90248

7. REPORTS:

CONTRACTOR agrees to provide COUNTY with any and all reports that may be required by local, state and/or federal agencies for compliance with this Agreement. Reports shall be submitted no later than fifteen (15) days after the end of each calendar quarter using the format required by the State of California as appropriate.

8. RECORD RETENTION AND INSPECTION:

A. Maintenance and Preservation of Records. CONTRACTOR agrees to timely prepare accurate and complete financial, performance and payroll records, documents and other evidence relating to the services provided pursuant to the terms and conditions of this Agreement, and to maintain and preserve said records for at least three (3) years from the date of final payment hereunder, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until completion and resolution of all issues arising therefrom. Such records shall be original entry books with a general ledger itemizing all debits and credits for the services provided pursuant to the terms and conditions of this Agreement.

B. Inspection of Records. Pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of CONTRACTOR, and its subcontractors, related to the services provided pursuant to the terms and conditions of this Agreement, shall be subject to the examination and audit of the California State Auditor and any other duly authorized agents of the State of California for a period of three (3) years after the date of final payment hereunder. CONTRACTOR hereby agrees to make all such records available during normal business hours to inspection, audit and reproduction by COUNTY and any other duly authorized local, state and/or federal agencies. CONTRACTOR further agrees to allow interviews of any of its employees who might reasonably have information related to such records by COUNTY and any other duly authorized local, state and/or federal agencies. All examinations and audits conducted hereunder shall be strictly confined to those matters connected with the performance of this Agreement, including, without limitation, the costs of administering this Agreement.

C. Audit Costs. In the event of an audit exception or exceptions related to the services provided pursuant to the terms and conditions of this Agreement, the party responsible for not meeting the requirements set forth herein shall be responsible for the deficiency and for the cost of the audit. If the allowable expenditures cannot be determined because CONTRACTOR's documentation is nonexistent or inadequate, according to generally accepted accounting practices, the

questionable cost shall be disallowed by COUNTY.

9. MONITORING:

CONTRACTOR agrees that COUNTY has the right to monitor all activities related to this Agreement, including, without limitation, the right to review and monitor CONTRACTOR's records, programs or procedures, at any time, with twenty-four (24) hours' notice as well as the overall operation of CONTRACTOR's programs, in order to ensure compliance with the terms and conditions of this Agreement. CONTRACTOR will cooperate with a corrective action plan, if deficiencies in CONTRACTOR's records, programs or procedures are identified by COUNTY. However, COUNTY is not responsible, and will not be held accountable, for overseeing or evaluating the adequacy of CONTRACTOR's performance hereunder.

10. CONFIDENTIAL INFORMATION:

A. Disclosure of Confidential Information. In the performance of this Agreement, CONTRACTOR may receive information that is confidential under local, state or federal law. CONTRACTOR hereby agrees to protect all confidential information in conformance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards, including, but not limited to: California Welfare and Institutions Code Sections 827, 5328, 10850 and 14100.2; California Health and Safety Code Sections 1280.15 and 1280.18; the California Information Practices Act of 1977; the California Confidentiality of Medical Information Act ("CMIA"); the United States Health Information Technology for Economic and Clinical Health Act ("HITECH Act"); the United States Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and any current and future implementing regulations promulgated thereunder, including, without limitation, the Federal Privacy Regulations contained in Title 45 of the Code of Federal Regulations ("C.F.R.") Parts 160 and 164, the Federal Security Standards contained in 45 C.F.R. Parts 160, 162 and 164 and the Federal Standards for Electronic Transactions contained in 45 C.F.R. Parts 160 and 162, all as may be amended from time to time.

B. Continuing Compliance with Confidentiality Laws. The parties acknowledge that local, state and federal laws, regulations and standards pertaining to confidentiality, electronic data security and privacy are rapidly evolving, and that amendment of this Agreement may be required to ensure compliance with such developments. Each party agrees to promptly enter into negotiations concerning an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the CMIA and any other applicable local, state and federal laws, regulations or standards.

11. NON-DISCRIMINATION COMPLIANCE :

A. Professional Services and Employment. In connection with the execution of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate in the provision of professional services or against any employee or applicant for employment because of race, religion or religious creed, color, age (over forty (40) years of age), sex (including gender identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics), mental or physical disability (including HIV status and AIDS), political affiliation, military service, denial of family care leave or any other classifications protected by local, state or federal laws or regulations. Nothing herein shall be construed to require the employment of unqualified persons.

B. Compliance with Anti-Discrimination Laws. CONTRACTOR further assures that it, and its

subcontractors, will abide by the applicable provisions of: Title VI and Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; California Civil Code Sections 51, et seq.; California Government Code Sections 4450, et seq.; California Welfare and Institutions Code Section 10000; Division 21 of the California Department of Social Services Manual of Policies and Procedures; United States Executive Order 11246, as amended and supplemented by United States Executive Order 11375 and 41 C.F.R. Part 60; and any other applicable local, state and/or federal laws and regulations, all as may be amended from time to time. The applicable regulations of the California Fair Employment and Housing Commission implementing California Government Code Section 12990, set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

12. NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

CONTRACTOR certifies by its signature below that it is not a Nuclear Weapons Contractor, in that CONTRACTOR is not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapons systems or nuclear weapons components, as defined by the Nuclear Free Humboldt County Ordinance. CONTRACTOR agrees to notify COUNTY immediately if it becomes a Nuclear Weapons Contractor as defined above. COUNTY may immediately terminate this Agreement if it determines that the foregoing certification is false or if CONTRACTOR subsequently becomes a Nuclear Weapons Contractor.

13. DRUG-FREE WORKPLACE CERTIFICATION:

By executing this Agreement, CONTRACTOR certifies that it will comply with the requirements of the Drug-Free Workplace Act of 1990 (California Government Code Sections 8350, et seq.) and will provide a drug-free workplace by doing all of the following:

A. Drug-Free Policy Statement. Publish, as required by California Government Code Section 8355(a)(1), a Drug-Free Policy Statement which notifies employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited, and specifies the actions to be taken against employees for violations.

B. Drug-Free Awareness Program. Establish, as required by California Government Code Section 8355(a)(2), a Drug-Free Awareness Program which informs employees about the following:

1. The dangers of drug abuse in the workplace;

2. CONTRACTOR's policy of maintaining a drug-free workplace;

3. Any available counseling, rehabilitation and employee assistance programs; and

4. Penalties that may be imposed upon employees for drug abuse violations.

C. Drug-Free Employment Agreement. Ensure, as required by California Government Code Section 8355(a)(3), that every employee who provides services pursuant to the terms and conditions of this Agreement will:

1. Receive a copy of CONTRACTOR's Drug-Free Policy Statement; and

2. Agree to abide by CONTRACTOR's Drug-Free Policy as a condition of employment.

D. Effect of Noncompliance. Failure to comply with the above-referenced requirements may result in suspension of payments under this Agreement and/or termination thereof, and CONTRACTOR may be ineligible for award of future contracts if COUNTY determines that the foregoing certification is false or if CONTRACTOR violates the certification by failing to carry out the above-referenced requirements.

14. INDEMNIFICATION:

A. Hold Harmless, Defense and Indemnification. CONTRACTOR shall hold harmless, defend and indemnify COUNTY and its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages, liabilities, expenses and costs of any kind or nature, including, without limitation, attorney's fees and other costs of litigation, arising out of, or in connection with, CONTRACTOR's negligent performance of, or failure to comply with, any of the duties and/or obligations contained herein, except such loss or damage which was caused by the sole negligence or willful misconduct of COUNTY.

B. Effect of Insurance. Acceptance of the insurance required by this Agreement shall not relieve CONTRACTOR from liability under this provision. This provision shall apply to all claims for damages related to CONTRACTOR's performance hereunder regardless of whether any insurance is applicable or not. The insurance policy limits set forth herein shall not act as a limitation upon the amount of indemnification or defense to be provided hereunder.

15. INSURANCE REQUIREMENTS:

This Agreement shall not be executed by COUNTY, and CONTRACTOR is not entitled to any rights hereunder, unless certificates of insurance, or other proof that the following provisions have been complied with, are filed with the Clerk of the Humboldt County Board of Supervisors.

A. General Insurance Requirements. Without limiting CONTRACTOR's indemnification obligations provided for herein, CONTRACTOR shall, and shall require that all subcontractors hereunder, take out and maintain, throughout the entire period of this Agreement, and any extended term thereof, the following policies of insurance, placed with insurers authorized to do business in the State of California with a current A.M. Bests rating of no less than A: VII or its equivalent against personal injury, death and property damage which may arise from, or in connection with, the activities of CONTRACTOR and its agents, officers, directors, employees, licensees, invitees, assignees or subcontractors:

1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001), in an amount of Two Million Dollars ($2,000,000.00) per occurrence for any one (1) incident, including, but not limited to, personal injury, death and property damage. If a general aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.

2. As stated in Exhibit A – Scope of Services, CONTRACTOR will not drive an automobile in the performance of services for COUNTY. If that changes, CONTRACTOR will take out and maintain Automobile/Motor Liability Insurance with a limit of liability not less than One Million Dollars ($1,000,000.00) combined single limit coverage. Such insurance shall include coverage of all owned, hired and non-owned vehicles. Said coverage shall be at least as broad as Insurance Service Offices Form Code 1 (any auto).

3. Workers' Compensation Insurance, as required by the Labor Code of the State of California, with statutory limits, and Employers Liability Insurance with a limit of no less than One Million Dollars ($1,000,000.00) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against COUNTY and its agents, officers, officials, employees and volunteers.

4. Professional Liability Insurance – Error and Omission Coverage including coverage in an amount no less than Two Million Dollars ($2,000,000.00) for each occurrence (Four Million Dollars ($4,000,000.00) general aggregate). Said insurance shall be maintained for the statutory period during which CONTRACTOR may be exposed to liability. CONTRACTOR shall require that such coverage be incorporated into its professional services agreements with any other entities.

B. Special Insurance Requirements. Said policies shall, unless otherwise specified herein, be endorsed with the following provisions:

1. The Comprehensive or Commercial General Liability Policy shall provide that COUNTY, and its agents, officers, officials, employees and volunteers, are covered as additional insured for liability arising out of the operations performed by, or on behalf of, CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY or its agents, officers, officials, employees and volunteers. Said policy shall also contain a provision stating that such coverage:

   a. Includes contractual liability.

   b. Does not contain exclusions as to loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to as "XCU Hazards."

   c. Is the primary insurance with regard to COUNTY.

   d. Does not contain a pro-rata, excess only and/or escape clause.

   e. Contains a cross liability, severability of interest or separation of insureds clause.

2. The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY in accordance with the notice provisions set forth herein. It is further understood that CONTRACTOR shall not terminate such coverage until COUNTY receives adequate proof that equal or better insurance has been secured.

3. The inclusion of more than one (1) insured shall not operate to impair the rights of one (1) insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one (1) insured shall not operate to increase the limits of the insurer's liability.

4. For claims related to this Agreement, CONTRACTOR's insurance is the primary coverage to COUNTY, and any insurance or self-insurance programs maintained thereby are excess to CONTRACTOR's insurance and will not be used to contribute therewith.

5. Any failure to comply with the provisions of this Agreement shall not affect coverage

provided to COUNTY or its agents, officers, officials, employees and volunteers.

6. CONTRACTOR shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this Agreement. The endorsements shall be on forms approved by the Humboldt County Risk Manager or County Counsel. Any deductible or self-insured retention over One Hundred Thousand Dollars ($100,000.00) shall be disclosed to, and approved by, COUNTY. If CONTRACTOR does not keep all required policies in full force and effect, COUNTY may, in addition to other available remedies, take out the necessary insurance, and CONTRACTOR agrees to pay the cost thereof. COUNTY is also hereby authorized with the discretion to deduct the cost of said insurance from the monies owed to CONTRACTOR under this Agreement.

7. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and CONTRACTOR shall be required to purchase additional coverage to meet the above-referenced aggregate limits.

C. Insurance Notices. Any and all insurance notices required to be given pursuant to the terms of this Agreement shall be sent to the addresses set forth below in accordance with the notice provisions described herein.

COUNTY: County of Humboldt
Attention: Risk Management
825 Fifth Street, Room 131
Eureka, California 95501

CONTRACTOR: American Guard Services
Attention: Gerald A. Gregory, Executive Vice President
1125 W. 190th Street
Los Angeles, California 90248

16. RELATIONSHIP OF PARTIES:

It is understood that this Agreement is by and between two (2) independent entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or any other similar association. Both parties further agree that CONTRACTOR shall not be entitled to any benefits to which COUNTY employees are entitled, including, but not limited to, overtime, retirement benefits, leave benefits or workers' compensation. CONTRACTOR shall be solely responsible for the acts or omissions of its agents, officers, employees, assignees and subcontractors.

17. COMPLIANCE WITH APPLICABLE LAWS AND LICENSURE REQUIREMENTS:

CONTRACTOR agrees to comply with any and all local, state and federal laws, regulations, policies and procedures applicable to the services provided pursuant to the terms and conditions of this Agreement. CONTRACTOR further agrees to comply with any and all applicable local, state and federal licensure and certification requirements.

18. PROVISIONS REQUIRED BY LAW:

This Agreement is subject to any additional local, state and federal restrictions, limitations, or conditions that may affect the provisions, terms or funding of this Agreement. This Agreement shall be read and enforced as though all legally required provisions are included herein, and if for any

reason any such provision is not included, or is not correctly stated, the parties agree to amend the pertinent section to make such insertion or correction.

19. REFERENCE TO LAWS AND RULES:

In the event any law, regulation or standard referred to in this Agreement is amended during the term hereof, the parties agree to comply with the amended provision as of the effective date thereof.

20. SEVERABILITY:

If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

21. ASSIGNMENT:

Neither party shall delegate its duties nor assign its rights hereunder, either in whole or in part, without the other party's prior written consent. Any assignment by CONTRACTOR in violation of this provision shall be void and shall be cause for immediate termination of this Agreement. This provision shall not be applicable to service agreements or other arrangements usually or customarily entered into by either party to obtain supplies, technical support or professional services.

22. AGREEMENT SHALL BIND SUCCESSORS:

All provisions of this Agreement shall be fully binding upon, and inure to the benefit of, the parties and to each of their heirs, executors, administrators, successors and permitted assigns.

23. WAIVER OF DEFAULT:

The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement. In no event shall any payment by COUNTY constitute a waiver of any breach of this Agreement or any default which may then exist on the part of CONTRACTOR. Nor shall such payment impair or prejudice any remedy available to COUNTY with respect to any breach or default. COUNTY shall have the right to demand repayment of, and CONTRACTOR shall promptly refund, any funds disbursed to CONTRACTOR which COUNTY determines were not expended in accordance with the terms of this Agreement.

24. NON-LIABILITY OF COUNTY OFFICIALS AND EMPLOYEES:

No official or employee of COUNTY shall be personally liable for any default or liability under this Agreement.

25. AMENDMENT:

This Agreement may be amended at any time during the term of this Agreement upon the mutual consent of both parties. No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

26. STANDARD OF PRACTICE:

CONTRACTOR warrants that it has the degree of learning and skill ordinarily possessed by reputable

professionals practicing in similar localities in the same profession and under similar circumstances. CONTRACTOR's duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances.

27. TITLE TO INFORMATION AND DOCUMENTS:

It is understood that any and all documents, information and reports concerning the subject matter of this Agreement prepared and/or submitted by CONTRACTOR shall become the property of COUNTY. However, CONTRACTOR may retain copies of such documents and information for its records. In the event this Agreement is terminated, for any reason whatsoever, CONTRACTOR shall promptly turn over all such information, writings and documents to COUNTY without exception or reservation.

28. JURISDICTION AND VENUE:

This Agreement shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder, or relating hereto, shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 or 395.

29. ADVERTISING AND MEDIA RELEASE:

All informational material related to this Agreement shall receive approval from COUNTY prior to being used as advertising or released to the media, including, but not limited to, television, radio, newspapers and internet. CONTRACTOR shall inform COUNTY of all requests for interviews by the media related to this Agreement before such interviews take place; and COUNTY shall be entitled to have a representative present at such interviews. All notices required by this provision shall be given to SHERIFF.

30. SUBCONTRACTS:

CONTRACTOR shall obtain prior written approval from COUNTY before subcontracting any of the services to be provided pursuant to the terms and conditions of this Agreement. Any and all subcontracts shall be subject to all applicable terms and conditions of this Agreement, including, without limitation, the licensing, certification and confidentiality requirements set forth herein. CONTRACTOR shall remain legally responsible for the performance of all terms and conditions of this Agreement, including work performed by third parties under subcontracts, whether approved by COUNTY or not.

31. ATTORNEYS' FEES:

If either party shall commence any legal action or proceeding, including an action for declaratory relief, against the other by reason of the alleged failure of the other to perform or keep any provision of this Agreement to be performed or kept, the party prevailing in said action or proceeding shall be entitled to recover court costs and reasonable attorneys' fees, including the reasonable value of services rendered by the Humboldt County Counsel's Office, to be fixed by the court, and such recovery shall include court costs and attorneys' fees on appeal, if applicable. As used herein, "prevailing party" means the party who dismisses an action or proceeding in exchange for payment of substantially all sums allegedly due, performance of provisions allegedly breached, or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.

32. SURVIVAL:

The duties and obligations of the parties set forth in Section [3.D.] – Compensation Upon Termination, Section [8] – Record Retention and Inspection, Section [10] – Confidential Information and Section [14] – Indemnification shall survive the expiration or termination of this Agreement.

33. CONFLICTING TERMS OR CONDITIONS:

In the event of any conflict in the terms or conditions set forth in any other agreements in place between the parties hereto and the terms and conditions set forth in this Agreement, the terms and conditions set forth herein shall have priority.

34. INTERPRETATION:

This Agreement, as well as its individual provisions, shall be deemed to have been prepared equally by both of the parties hereto, and shall not be construed or interpreted more favorably for one (1) party on the basis that the other party prepared it.

35. INDEPENDENT CONSTRUCTION:

The titles of the sections, subsections and paragraphs set forth in this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

36. FORCE MAJEURE:

Neither party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include, without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing.

37. ENTIRE AGREEMENT:

This Agreement contains all the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties hereto. In addition, this Agreement shall supersede in their entirety any and all prior agreements, promises, representations, understandings and negotiations of the parties, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms and conditions of this Agreement are hereby ratified.

38. AUTHORITY TO EXECUTE:

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such party's obligations hereunder have been duly authorized.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the first date written above.

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:
(1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
(2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR TREASURER.

AMERICAN GUARD SERVICES:

By: _____ Date: 1/28/2026

Name: Gerald Gregory

Title: Executive Vice President

By: _____ Date: 4-22-2026

Name: Sherise Assal

Title: CFO

COUNTY OF HUMBOLDT:

By: _____ Date: 2/5/2026

William Honsal
Humboldt County Sheriff/Coroner

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: Amanda M. Phillips Date: 02/05/2026
Risk Management

LIST OF EXHIBITS:

Exhibit A – Scope of Services
Exhibit B – Schedule of Rates

EXHIBIT A
SCOPE OF SERVICES
American Guard Services

CONTRACTOR will be responsible for the security screening of all persons and materials entering the Courthouse and a morning and evening sweep of the interior building. The Sheriff's Office is responsible for the overall security of the Courthouse, so security staff will need to work closely with the Sheriff's Office staff. CONTRACTOR will be held strictly to the requirements, standards and protocols set forth in this agreement.

1. SERVICES:

1. CONTRACTOR shall furnish an adequate number of uniformed Security Guards to provide security screening services at the Humboldt County Courthouse located at 826 4th Street, Eureka, CA.

2. CONTRACTOR shall provide security services on a scheduled and as-needed basis, with a minimum of twenty four (24) hours notice, in a manner consistent with the requirements and standards set forth in this agreement. The exact number, principal posts and hours of duty of Security Guards shall be as directed from time to time by County.

3. CONTRACTOR shall provide emergency security services on an on-call basis.

4. CONTRACTOR shall, as possible, provide the same Security Guards at the same location each day. When a Security Guard is unavailable, CONTRACTOR shall immediately supply a substitute Security Guard.

5. Security Guards shall be responsible for: closing and locking all designated doors and windows, ensuring that only County employees, and other persons approved by County, are in the facility at the time such facility is closed to the public; and completing all other related tasks as designated by County.

6. Security Guards may, at COUNTY'S request, be responsible for setting and/or disarming building alarm systems.

7. Security Guards shall refer all questions for County programs to appropriate County staff. Guards shall not assist clients in filling out County forms.

2. SCHEDULE:

CONTRACTOR shall provide experienced security guards at the Humboldt County Courthouse Monday through Friday from 7:00 a.m. to 6:00 p.m., Pacific Standard Time ("PST"), excluding court recognized holidays. In addition to the regular hours, additional hours may be necessary to cover meetings and events as requested. There shall be two (2) security guards at the 4th Street entrance and two (2) security guards at

the 5th Street entrance at all times except for scheduled breaks in accordance with State labor laws. There may be one (1) security guard at each location during the required scheduled breaks. Every effort shall be made to avoid scheduling breaks during peak hours. Peak hours are usually first thing in the morning and towards the end of the lunch hour. There shall be on-call coverage during after-hours, weekends, emergencies, or such other schedule as County may approve. Service hours and number of assigned security guards may be increased or decreased at any time during the term of the Professional Services Agreement(s) between COUNTY and the CONTRACTOR.

2. CONTRACTOR shall provide security services at the Humboldt County Courthouse on an as-needed basis, with a minimum of twenty four (24) hours notice. The duration of security services to be provided, and the exact number of Security Guards needed at the Humboldt County Courthouse shall be as directed by COUNTY.

3. DELIVERABLES:

1. CONTRACTOR shall ensure that the security screening services set forth are provided by qualified, efficient and discreet employees in strict accordance with any and all standard and special instructions provided by COUNTY.

2. CONTRACTOR will have the sole responsibility of paying the salaries, benefits, taxes (including, but not limited to, federal social security taxes and federal and California unemployment taxes, payroll taxes and income related taxes) and all other expenses relating to all Security Guards employed thereby. All Security Guards responsible for providing the security screening services set forth in this Agreement are employees of CONTRACTOR and shall at all times be subject to the direct supervision and control of CONTRACTOR.

3. CONTRACTOR shall provide County with sufficient proof that a background check and drug testing has been completed for all Security Guards that will be providing the security screening services set forth in this Agreement.

4. COUNTY reserves the absolute right to reject any Security Guard for any reason by submitting written notification to CONTRACTOR. In the event of such a rejection, CONTRACTOR shall immediately remove that employee from the performance of the security screening services, and fill the vacant Security Guard position no later than the next business day. Such right of rejection shall not be construed as establishing an employer-employee relationship between COUNTY and the CONTRACTOR.

5. CONTRACTOR shall ensure that all Security Guards are given all required breaks and lunch periods in accordance with all applicable local, state and/or federal labor laws and regulations. COUNTY shall not be responsible for reimbursing the CONTRACTOR for time spent by Security Guards at lunch.

6. CONTRACTOR, unless directed otherwise by COUNTY, shall ensure that all Security Guards are completely outfitted with a uniform, a badge bearing the name of the CONTRACTOR as well as the employee's name and identification number

and all necessary equipment, including, without limitation, a two-way radio and cell phone.

7. CONTRACTOR shall ensure that all Security Guards are adequately trained in the use of all equipment necessary to provide the security screening services set forth herein. Necessary equipment to be trained on includes the magnetometers, x-ray machine, and metal detector wands provided by the court system for use by CONTRACTOR.

8. CONTRACTOR shall not make copies of any County-issued keys that are used in the provision of security screening services.

4. ACCEPTANCE CRITERIA FOR SECURITY GUARDS:

1. Security Guards must successfully complete the CONTRACTOR'S pre-employment screenings and background check.

2. Security Guards must be CPR certified and possess up-to-date basic first-aid training skills. In the event of a medical emergency, Security Guards shall perform basic first aid and/or CPR prior to arrival of emergency personnel.

3. Security Guards must have earned, at a minimum, a high school diploma or GED equivalent.

4. Security Guards shall comply with the requirements and standards set forth herein, any additional written requirements and standards agreed upon by COUNTY and the CONTRACTOR, and any other special instructions, oral or written, that may be issued from time to time by designated employees of COUNTY.

5. Security Guards shall be available for all applicable training provided by COUNTY, in addition to any training provided by the CONTRACTOR. Time spent at such training provided by COUNTY shall be at COUNTY'S expense and will be considered paid time for which the CONTRACTOR will be reimbursed according to the rates mutually agreed upon by COUNTY and the CONTRACTOR. Time spent at training provided by the CONTRACTOR, either directly or indirectly, shall be at the CONTRACTOR expense.

6. Security Guards shall perform their duties in a polite, courteous and businesslike manner in accordance with the COUNTY'S mission, vision, values and goals, and shall maintain self-control in stressful situations.

7. Security Guards shall proactively manage aggressive or violent individuals and de-escalate potential acts of aggression or violence by properly recognizing threats of violent or aggressive behavior and appropriately responding thereto in accordance with COUNTY'S emergency response protocols.

8. Security Guards shall attempt to prevent injury to County staff and visitors by applying non-combative physical techniques to stop assaultive behavior and shall summon law enforcement in all situations in which additional assistance is required.

9. Security Guards shall not smoke while on duty. Security Guards shall not read unauthorized materials, listen to music, wear headphones, groom themselves, play cards or participate in any other recreational activities while on duty.

10. Security Guards shall not drink alcohol or use illegal or controlled substances while on duty, or report for duty under the influence of alcohol or illegal or controlled substances.

11. Security Guards shall not have visitors or be accompanied by pets while on duty. Security Guards shall avoid casual conversation with County visitors and staff except as necessary to provide the security screening services set forth in this RFP. Security Guards shall not fraternize, or become overly friendly, with County visitors or staff. Telephone calls made or received by Security Guards while on duty shall be restricted to business and emergency related matters.

12. Security Guards must show a visible presence in their assigned areas and shall not leave such areas until relieved by the CONTRACTOR.

13. Security Guards must take all breaks and lunch periods away from assigned service areas.

14. Security Guards shall not use COUNTY office equipment or appliances without COUNTY prior approval.

15. Security Guards shall not use COUNTY telephones, except as specifically needed to provide the security screening services.

16. Security Guards shall not bring any type of electronic equipment, device, machine or appliance for personal use onto COUNTY property without COUNTY prior approval. While on duty, Security Guards shall not use any type of electronic equipment, device, machine or appliance for personal use.

17. Security Guards shall not remove any property belonging to COUNTY from COUNTY premises.

18. Security Guards shall not accept any gratuities from COUNTY staff, County visitors or any other member of the public.

5. REPORTING REQUIREMENTS:

1. CONTRACTOR shall, upon COUNTY request, furnish COUNTY with daily time sheets covering all the time spent by Security Guards providing the security screening services.

2. COUNTY may, at its sole discretion, require Security Guards to complete an hourly operating log, incident reports, statistical data, and other similar documents.

3. The CONTRACTOR shall meet with COUNTY staff as requested to discuss the security screening services being provided.

4. The CONTRACTOR shall be available at all times to report to, and confer with, COUNTY staff regarding the provision of the security screening services.

6. PLACE OF PERFORMANCE:

A. **Courthouse.** As used herein, refers to the Humboldt County Courthouse at 826 4th Street, Eureka, CA.

B. **Security Services.** CONTRACTOR will be responsible for the security screening of all persons and materials entering the Humboldt County Courthouse and a morning and evening sweep of the interior building. The Sheriff's Office is responsible for the overall security of the Courthouse, so security staff will need to work closely with the Sheriff's Office staff.

C. **Locations.** There are two public entrances that utilize a magnetometer and x-ray machine. The CONTRACTOR will staff these two entrances with the number of security guards that is mutually agreed by the CONTRACTOR and COUNTY.

7. COUNTY RESPONSIBILITIES:

1. COUNTY will provide magnetometer, x-ray machine, and handheld metal detector device at both public entrances.

2. COUNTY will provide two or more portable radios, as needed, setup to communicate with deputy sheriffs assigned to the Court Protection Unit for use in urgent or emergency situations where law enforcement is needed.

EXHIBIT B
SCHEDULE OF RATES
American Guard Services

1. RATE OF COMPENSATION:

COUNTY shall pay for security guard services based on an hourly rate or overtime rate (as applicable) for **actual hours worked**. The schedule of rates is below.

Period	Hourly Rate	Overtime Rate
2026 month to month	$ 28.43	$ 42.65

CONTRACTOR has proposed a schedule of 4 employees covering the 2 entrances Monday through Friday from 7am to 6pm. The proposed schedule results in a maximum monthly amount of $27,521.00 (not including special meeting coverage). Below is an explanation of how that amount is calculated. To allow for special meeting coverage, this maximum has been increased to $29,000.00 per month. In no event shall a monthly invoice exceed $29,000.00 per month.

Description	Regular Hours	OT Hours	Total Hours
4 Shifts per Day, 5 days per week	160	40	200
Total Maximum Weekly Amount	$ 4,548.80	$ 1,706.00	$ 6,254.80
Total Maximum Daily Amount	$ 909.76	$ 341.20	$ 1,250.96
Maximum Monthly Rate (22 days)	$ 20,014.72	$ 7,506.40	**$27,521.12**

CONTRACTOR and SHERIFF will meet and confer if the proposed schedule adequately meets the needs of the COUNTY and will make adjustments to the schedule as requested by the SHERIFF or his designee.

From time to time, SHERIFF may request additional hours to cover special meetings. The additional hours will be charged for actual hours worked at the hourly or overtime rate listed above.

2. EXPENSES:

There shall be no additional expenses reimbursed by COUNTY.