

NASTEC INTERNATIONAL, INC.

23945 Calabasas Road, Suite 208
Calabasas, California 91302
EIN 95-4485724
PPO 11103 / PI 28181
Tel (818) 222-0322 Fax (818) 337-0355

This Security Services Agreement (hereinafter the "Agreement") is entered into between NASTEC INTERNATIONAL, INC., a fully licensed Private Patrol Operator (PPO) in the State of California (hereinafter "NASTEC") and Beverly Hills Unified School District (hereinafter "CLIENT") (hereinafter at times collectively referred to as "the parties") on ____ / ____ / 2018.

1. SERVICES.

(a) NASTEC and CLIENT hereby agree that NASTEC shall furnish uniformed armed security officer services as ordered by CLIENT only at the location(s) as specified in Exhibit "A." NASTEC agrees to provide the number of uniformed security officers at the location(s) as specified in Exhibit "A".

(b) Armed Security Officer services shall be provided in accordance with written armed security officer orders (hereinafter referred to as the "Post Orders") that are mutually agreed upon between the parties hereto and that are subject to all the terms and conditions hereof. Should any conflict between the terms of any other document and this Agreement arise, this Agreement shall control.

(c) Security services shall begin at (TBD)____ on (TBD)_____ and shall terminate on (TBD)_____. At the expiration of the aforesaid term, this Agreement shall self-renew for additional one-year terms.

(d) All services by NASTEC shall be deemed satisfactory unless written Notice is received by NASTEC within ten days from the date of performance.

2. PAYMENTS.

(a) NASTEC shall invoice CLIENT for services rendered every two (2) weeks (or at such other time as mutually agreed in writing between the parties hereto).

(b) Invoices are due and payable upon receipt and become delinquent thirty (30) days after receipt.

(c) CLIENT agrees to pay all invoices in the full amount without offset of any kind or nature unless there is a good faith dispute concerning the rate or quantity of charges in which event CLIENT agrees to pay the undisputed amount and to notify NASTEC as to reason for the dispute and the value thereof.

(d) Should CLIENT not make payment in full within the time stated in subparagraph "b" above, then CLIENT shall pay NASTEC a late charge of one and one-half percent (1-1/2%) per month on such overdue amount, including prior late charges, until paid in full. Late charges will not be applied to unpaid amounts in dispute in good faith.

(e) Should NASTEC utilize the services of an attorney to collect unpaid invoices or portions thereof and prevail in such action, CLIENT agrees to pay NASTEC all fees and costs of such attorney, plus any additional amounts incurred for court and related costs.

3. SERVICE RATES. The initial billing rates for services shall be as specified in Exhibit "A" and incorporated herein by reference.

4. INDEPENDENT CONTRACTOR/EMPLOYER

(a) NASTEC shall hire all armed security officer personnel and shall be responsible for the payment of all wages, appropriate expenses, and employer's contribution to Social Security taxes, Medicare taxes, federal unemployment taxes, state unemployment taxes, state employment training taxes, state disability insurance and any other taxes imposed on, or required for payment by, an employer by any governmental entity.

(b) All security officers shall be under the direction and control of NASTEC. NASTEC personnel assigned will be fully licensed security officers as required by the State of California. NASTEC shall have the right to assign such security officers as it sees fit in order to provide the necessary services, unless otherwise mutually agreed upon by the parties in writing. NASTEC may change security officers at will.

(c) NASTEC shall provide its security officers with all necessary uniforms, badges and equipment. Non-standard uniforms or equipment required by CLIENT will be provided as agreed upon and at a cost as mutually agreed upon in writing.

(d) All security officers shall be employees of NASTEC or subcontractors to NASTEC and shall not be deemed to be employees of CLIENT.

5. PROPERTY.

(a) Any and all property, equipment and supplies furnished by NASTEC to provide the services hereunder shall remain the property of NASTEC and NASTEC shall at all times, during and after the term of this Agreement, have the sole right to install, maintain and remove such property, equipment and supplies.

(b) Any and all CLIENT-owned equipment and supplies provided to NASTEC to aid in providing the services hereunder will be given proper care by NASTEC and returned to CLIENT on demand in original condition, normal wear and tear excepted.

6. NOTIFICATION OF HAZARDS. CLIENT agrees to notify NASTEC of any physical or environmental hazards on or about the premises to which exposure could lead to injury or illness of NASTEC'S employees.

7. INSURANCE AND INDEMNIFICATION.

(a) NASTEC shall provide and maintain a general liability insurance policy in the amount of One Million dollars (\$1,000,000.00) naming CLIENT as an additional insured

(b) NASTEC shall defend, indemnify and hold harmless CLIENT, its agents and employees from or against any loss, damage, injury, judgment, liability, claim, lien or cause of action, including attorney's fees and/or costs, for injury to person or property, or death of a person (collectively hereinafter "Claims"), but only to the extent that such Claims arise out of the performance of services under this Agreement and was caused by the sole negligence and/or willful misconduct of NASTEC, its employees or agents and while acting within the course and scope of their duties and authority. In no event shall NASTEC be liable for any Claims caused in whole or in part by acts or omissions of CLIENT (including any defect on the premises) or its respective employees or agents, or for consequential or incidental damages or loss of profits

(c) Subject to the preceding paragraphs, above, CLIENT shall defend, indemnify and hold harmless NASTEC, its agents or employees from and against any and all Claims resulting from, or alleged to be resulting from, the negligence or willful misconduct of CLIENT in connection with the property and/or NASTEC'S performance of its services hereunder, including any non-standard services (i.e., not specified herein or in any written Post Orders) performed by NASTEC at the request, direction or on behalf of CLIENT.

(d) In the event of a loss or damage to the property, facilities or equipment of CLIENT, or facilities or equipment of others on the property, due to fire or other casualty, CLIENT'S insurance shall be primary to any insurance provided by NASTEC.

(e) The indemnity obligations of NASTEC and CLIENT set forth herein shall survive the expiration or termination of this Agreement.

(f) CLIENT waives any and all rights of subrogation that CLIENT may have and/or that any insurer of CLIENT may have against NASTEC.

(g) CLIENT shall give written Notice to NASTEC of any Claims or potential Claims of CLIENT arising out

of or relating to this Agreement within 30 days following the date of the occurrence giving rise to such Claims or potential Claim. No action to recover any Claim of CLIENT shall be instituted or maintained against NASTEC by CLIENT unless notice of such Claim shall have been given by CLIENT to NASTEC in the manner and form set forth herein. No action to recover for any Claim of CLIENT shall be instituted or maintained by CLIENT against NASTEC unless said action shall have been instituted not later than 12 months following the date of the occurrence giving rise to such Claim.

1. Nastec will maintain worker's compensation insurance coverage, for its employees only, through: **Zurich Insurance Company**
WC016965700

8. NO WARRANTY. CLIENT recognizes that NASTEC is not an insurer of property or persons and makes no warranty, express or implied, that the services provided will prevent loss, damage or injury to CLIENT'S guests, invitees, employees or property or from the injury or death of any person whomsoever or the consequences there from.

9. TERMINATION. This Agreement may be terminated at any time by either party, without cause, by giving thirty (30) days written Notice to the other party. In the event of a material breach of any term or provision of this Agreement by either party including, but not limited to, the timely payment by CLIENT to NASTEC of all invoiced charges, this Agreement may be terminated immediately without penalty.

10. NO THIRD PARTY RIGHTS. Nothing in this Agreement is intended to confer any rights or remedies on anyone other than the parties to the Agreement and their respective successors, representatives and assigns. The provisions of this Agreement shall not entitle any person not a signatory to this Agreement to any rights as a third party beneficiary, or otherwise, it being the specific intention of the parties hereto to preclude any and all non-signatory parties from any such third party beneficiary rights, or any other rights whatsoever.

11. WAIVER. The failure of any party at any time or times to require performance of any provision hereof shall in no manner affect the right at a later time to enforce the same. No waiver by any party of any condition, or of the breach of any term, agreement, covenant, representation or warranty contained in this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or of the breach of any other term, agreement, covenant, representation or warranty of this Agreement.

12. INVALIDITY OF PROVISIONS. The invalidity of all or any part of any provision of this Agreement shall not render invalid the remainder of such provision or any other provision of this Agreement.

13. ENTIRE AGREEMENT. This Agreement sets forth the entire agreement and understanding of the parties in respect of the transactions contemplated hereby and supersedes all prior and contemporaneous negotiations, promises, covenants, agreements, representations, arrangements, undertakings and understandings relating to the subject matter hereof. No representation, promise, inducement or statement of intention has been made which is not embodied in this Agreement. None of the parties shall be bound by or liable for any alleged representation, promise, inducement or statement of intention not set forth in this Agreement.

14. REPRESENTATIVE CAPACITY. Each party who signs this Agreement in a representative capacity represents and warrants that he or she is authorized to execute the Agreement on behalf of the person or entity on whose behalf his or her signature is affixed.

15. CALIFORNIA LAW. This Agreement is entered into in California. It shall be governed by, interpreted, and construed and enforced in accordance with the domestic laws of the State of California without reference to principles of conflicts law.

16. INTERPRETATION OF AGREEMENT. The language of this Agreement shall in all cases be interpreted as a whole, according to its fair meaning, and not strictly for or against any of the parties, regardless of which is the drafter of this Agreement.

17. BINDING NATURE OF PROVISIONS. All the terms, agreements, covenants, representations, warranties and conditions of this Agreement shall be binding upon, and inure to the benefit of and be enforceable by, the parties hereto and their respective successors and assigns, if any.

18. AMENDMENT/MODIFICATION. This Agreement may only be amended, modified, superseded or canceled in writing executed by each of the parties.

19. FORUM. The parties hereby consent to the jurisdiction and venue of the courts, federal or state, located in Orange County, California, with respect to any action or suit hereunder.

20. ATTORNEY FEES. In the event any legal action or proceeding is necessary or appropriate to enforce or construe any provision of this Agreement, or to seek relief for the breach thereof, the prevailing party in such action or proceeding shall be entitled to recover its reasonable costs incurred, including reasonable attorney fees.

21. NOTICES. All Notices required from one party to the other hereunder shall be sent by certified or registered mail as follows:

Notice to Beverly Hills Unified School District shall be sent to:

Dr. Michael Bregy
District Office
255 South Lasky Drive
Beverly Hills, California 90212

Notice to NASTEC shall be sent to:

Sean Benmenahem
Nastec International, Inc.
23945 Calabasas Rd, Suite 208
Calabasas, California 91302

22. FORCE MAJEURE. The obligations of NASTEC hereunder may be suspended during any period where performance is prevented by acts of God, civil or labor disturbances or events beyond NASTEC's reasonable economic control.

23. HIRING. CLIENT agrees that neither it, nor any of its contractors, will directly or indirectly, hire, employ or cause to be hired or employed any NASTEC employee or contractor assigned to CLIENT or otherwise used by NASTEC in the performance of this Agreement while such person is employed or contracted by NASTEC and for one year thereafter. Nor shall CLIENT, or any contractor of CLIENT, for a period of one year after the termination of this Agreement, employ, or cause to be employed, any employee or contractor used by NASTEC in the performance of this Agreement.

THIS AGREEMENT MAY BE EXECUTED IN COUNTERPARTS AND A FACSIMILE SIGNATURE PAGE WILL HAVE THE SAME FORCE AND AFFECT AS THE ORIGINAL SIGNATURE PAGE, PENDING RECEIPT OF THE ORIGINAL.

IN WITNESS HEREOF, parties have executed this contract as of the day, month and year indicated above.

NASTEC INTERNATIONAL, INC.
23945 Calabasas Road, Suite 208
Calabasas, California 91302

BY: Beverly Hills Unified School District
255 South Lasky Drive
Beverly Hills, California 91302

Sean Benmenaham

(Printed Name)

Dr. Michael Bregy

(Printed Name)

(Signature)

(Signature)

Chief Executive Officer

(Title)

(Title)

/ /2018

(Date)

/ /2018

(Date)

NASTEC

EXHIBIT "A" Agreement between NASTEC and CLIENT

LOCATION OF SERVICES

Beverly Hills High School
241 Moreno Drive
Beverly Hills, CA 90212

Hawthorne School
624 North Rexford Drive
Beverly Hills, CA 90210

Horace Mann School
8701 Charleville Boulevard
Beverly Hills, CA 90211

Beverly Vista School
200 South Elm Drive
Beverly Hills, CA 90212

El Rodeo School
605 Whittier Drive
Beverly Hills, CA 90210

NUMBER OF OFFICERS

One (1) Armed Security Officer per site from 0700 to 1500: Minimum shift times of eight (8.0) hours are required and shall be billed at the regular bill rate. Assigned single shifts in excess of eight (8.0) daily hours will be billed at the overtime rate.

DEPLOYMENT AND ESTIMATED YEARLY COST						
Type of Security	# of Officers	Daily Time	Deployment	Weekly Hours	Bill Rate	Weekly Cost
Weekday Coverage						
Armed Security Officer	1	0700-1500	Monday to Friday	40.0	\$71.00	\$2,840.00
Armed Security Officer	1	0700-1500	Monday to Friday	40.0	\$71.00	\$2,840.00
Armed Security Officer	1	0700-1500	Monday to Friday	40.0	\$71.00	\$2,840.00
Armed Security Officer	1	0700-1500	Monday to Friday	40.0	\$71.00	\$2,840.00
Armed Security Officer	1	0700-1500	Monday to Friday	40.0	\$71.00	\$2,840.00
ESTIMATED TOTAL COST				200.00		\$14,200.00

BILLING RATES

The billing rates for services shall be as follows:

REGULAR ARMED OFFICER:

\$71.00 PER HR REGULAR RATE

\$106.5 PER HR OVERTIME RATE & HOLIDAY

ADDITIONAL REQUEST SHIFT OFFICERS:

\$71.00 PER HR

The above regular billing rates shall be used for all regularly scheduled work unless CLIENT authorizes Overtime, Special Coverage or Holiday rates as follows:

SPECIAL RATES AND ADDITIONAL SERVICES

- (1) If CLIENT requests that a specific NASTEC officer works more than forty (40) hours in any one calendar week or more than eight (8) hours in any one calendar day, CLIENT shall pay the overtime rate for such services rendered in excess of forty (40) hours per calendar week or eight (8) hours per calendar day.
- (2) If CLIENT requests that a specific NASTEC officer works more than twelve (12) hours in any one calendar day, CLIENT shall pay the double time rate for such services rendered.
- (3) CLIENT shall be obligated to pay the Regular Rate based upon an eight hour working day, for the following legal holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Veterans Day and Christmas in the event that NASTEC provides no services on those days. If NASTEC is requested and does provide services on the above referenced days, the overtime/holiday rate will apply.
- (4) CLIENT shall pay NASTEC at the Special Request rate and provide in writing its need for additional personnel or services not expressly called for in the Agreement.
- (5) A labor strike or other emergency situation that creates a working environment for security officers that is more hazardous than the normal condition under this contract will be cause to negotiate a temporary billing rate for modified services.
- (6) On or before the expiration date of one (1) year from the initial date of service under this Agreement, the parties hereto agree to reopen negotiations for the purpose of considering revised billing rates. However, service rates and quantity of service may be amended at any time upon the mutual agreement in writing by authorized officers of NASTEC and CLIENT without otherwise affecting any understandings contained in this Agreement.
- (7) Should there be a change in state or federal minimum wage rate, workers' compensation rate, liability insurance rate, city, state or federal tax contribution by employers, or other imposed costs that are beyond the control of NASTEC, CLIENT agrees to negotiate revised billing rates that will reimburse NASTEC for its added costs.