

CHIEF PROTECTIVE SERVICES, INC.
SERVICE AGREEMENT
P.O. BOX 1806, Corona, California 92878
PPO Lic. No. 120156

This Security Services Agreement (hereinafter the "Agreement") is entered into between Chief Protective Services, Inc. (hereinafter "CPS") and Alvord Unified School District, located at 9 KPC Parkway Corona, CA 92879, (hereinafter, the "Client") on July 1, 2020 (the "Effective Date"). CPS and Client shall hereinafter, collectively be referred to as the "Parties".

1. SERVICES.

(a) CPS and Client hereby agree that CPS shall furnish uniformed security officer and/or patrol services as ordered by Client only at the location(s), and on the day(s) and time(s) specified in Exhibit "A". CPS agrees to provide the number of uniformed security officers at the location(s) as specified in Exhibit "A". The location(s), number of security officers or patrols, day(s) and time(s) listed in Exhibit "A" may not be modified by Client, unless mutually agreed upon in writing, and signed by the Parties. Such modification in writing shall be governed by the terms and conditions of this Agreement.

(b) Client acknowledges that Client alone has chosen the number of security officers and patrols and type of services to be provided under the Agreement; that CPS has informed Client that additional security officers and patrol services are available at an additional cost; and that Client has elected not to avail itself of additional security officers and patrol services.

(c) Security officer and patrol services shall be provided in accordance with written 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, attached as Exhibit "B" to this Agreement and incorporated herein. Should any conflict between the terms of any other document and this Agreement arise, this Agreement shall control.

(d) All services rendered by CPS under this Agreement shall be deemed satisfactory unless written Notice is received by CPS within ten (10) days from the date of performance of such services. The parties agree that Daily Activity Reports, check-in logs, supervisor logs, and dispatch records may be used as evidence of service, but are not deemed as reports required to be filed pursuant to this Agreement.

2. PAYMENTS.

(a) CPS shall bill Client on a semi-monthly basis. Payments are due and payable within fifteen (15) days of date of such invoice. Client agrees to pay a service charge on all past due invoices at the rate of 5% per month until paid in full by the due date. Client further agrees that should Client fail to pay any invoice when due and fail to cure such default within 5 days of non-payment, Client shall pay all reasonable court costs, investigation fees, and attorneys' fees and costs as well

as all other costs of collection incurred by CPS in collecting any past due amount from Client.

(b) Notwithstanding any other provision of this Agreement, CPS may terminate this Agreement, without Notice and without further liability to Client, in the event Client fails to make all payments due in a timely manner.

3. SERVICE RATES. The initial billing rates for services shall be as specified in Exhibit "C" and incorporated herein by reference. Should any circumstances arise which cause CPS to escalate costs to perform services provided herein, CPS may, with written notice of no less than thirty (30) days to Client, adjust rates for security services provided in Exhibit "C" of this Agreement.

4. INDEPENDENT CONTRACTOR/EMPLOYER

(a) CPS agrees to perform the services described in this Agreement as an independent contractor and not as an employee, agent, or associate of Client.

(b) CPS shall hire all security officer and patrol personnel and shall be responsible for the payment of all wages, appropriate expenses, 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. If there is enacted any law, regulation, ruling, or other such mandate or statute by any authority having jurisdiction of the subject matter which alters the hours of service, rates of pay, working conditions, or CPS's cost of performing the services hereunder, CPS may upon thirty (30) days written notice to Client unilaterally adjust the rates for the hourly services provided for in this Agreement

(c) All security and patrol officers shall be under the direction and control of CPS. CPS shall have the right to assign such security and patrol officers as it sees fit in order to provide the necessary services, unless otherwise mutually agreed upon by the parties in writing. CPS may change security and patrol officers at will. Upon reasonable request by Client, CPS shall reassign its employees as long as such request does not violate any applicable state or federal law as solely determined by CPS.

(d) CPS shall provide its security and patrol 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.

(e) All security and patrol officers provided under this Agreement shall be employees of CPS or subcontractors to CPS and shall not be deemed employees of Client.

5. NON-SOLICITATION.

(a) Client agrees that it shall not directly or indirectly employ, accept applications from, or solicit or call upon any person who is an employee of CPS for the purpose of, or with the intent of, enticing such employee away from or out of the employ of CPS, on Client's own behalf or on behalf of any competitor of CPS.

(b) Client agrees that it shall not directly or indirectly employ, solicit or call upon any person who is or has been employed by CPS either during the Term of this Agreement or within one year following the last date on which CPS employed such person, unless authorized in writing by CPS to do so. In the event of breach by Client of this section 5(b) of the Agreement, Client agrees to pay CPS Five-Thousand Dollars (\$5,000.00) as liquidated damages resulting from each violation of this section 5(b) of the Agreement ("Liquidated Damages"). The Liquidated Damages received by CPS pursuant to this section 5(b) of the Agreement are in addition to any other rights or remedies CPS has under this Agreement. The parties agree that damages that may result for violation of this section 5(b) of the Agreement are difficult to ascertain, and accordingly, Client agrees to pay the sum of Five-Thousand Dollars (\$5,000.00) to CPS for each such violation of this section 5(b) as liquidated damages. The parties further agree that the damages that may result from Client's violation of this section 5 are difficult to calculate at the time of execution of this Agreement and the parties agree that the total sum of Five-Thousand Dollars (\$5,000.00) is a reasonable forecast of the damages given the circumstances that exist at the time this Agreement is executed.

6. PROPERTY.

(a) Any and all property, equipment and supplies furnished by CPS to provide the services hereunder shall remain the property of CPS and CPS 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 CPS to aid in providing the services hereunder will be given proper care by CPS and returned to Client on demand in original condition, normal wear and tear excepted.

7. NOTIFICATION OF HAZARDS. Client hereby represents and warrants to CPS that the premises to be protected, as well as, any other

premises of Client where CPS's employees are required to work in carrying out the obligations of the company herein, are free from hazards (both known and determined following an inspection by Client) likely to cause serious physical harm or death to CPS' employees. Client hereby further represents and warrants to CPS that Client is in full compliance with the existing standards promulgated under the occupational Safety and Health Act (1970) and/or any similar federal or state statute, and agrees to comply with all standards promulgated subsequent hereto. Client's indemnity obligations under Section 11 shall specifically include violation of this Section 7. Any refusal on the part of CPS' employees to enter upon or to remain upon Client's premises due to the existence of unsafe or hazardous condition existing on said premises, shall not constitute a breach of or default under this Agreement by CPS.

8. CLIENT VEHICLES. If Client requires CPS personnel to use any vehicle or operate any equipment during the course of security officer duties, other than the security officer's own personal vehicle or a vehicle provided by CPS, Client agrees to maintain comprehensive fire, theft, collision, and liability insurance on such vehicles and that the insurance covering such vehicles is primary and non-contributory. Client waives all rights of subrogation of any Claim arising under the permissive use by CPS of Client's vehicles and agrees to indemnify and hold harmless CPS, its agents and employees from and against any Claims resulting from the authorized use of any of Client's vehicles.

9. CPS VEHICLES. CPS owns and will use the following vehicle(s) for the services to be completed pursuant to this Agreement: 1) Make: _____ Model: _____ Year: _____ (VIN _____);
2) Make: _____ Model: _____ Year: _____ (VIN _____);
3) Make: _____ Model: _____ Year: _____ (VIN _____). The aforementioned vehicles are insured under Policy No. _____ by _____ Insurance Company, of _____, California _____, (____) ____-____.

10. LOSS OF KEYS. If Client entrusts CPS with keys to its facilities or equipment, CPS will be responsible for such keys only when they are in the custody of a CPS employee. Should keys be lost by other than robbery or theft while in the custody of CPS, CPS agrees to replace all such keys and related locks at the cost of replacement, including labor, not to exceed two-hundred and fifty dollars (\$250.00).

11. INSURANCE AND INDEMNIFICATION.

(a) Client shall provide and maintain at its cost broad form commercial general liability insurance with a single limit of not less than one million dollars (\$1,000,000.00) per occurrence. This policy shall remain in full force and effect for the duration of the services provided by CPS. CPS shall be named as additional insured on the policy.

(b) CPS represents and warrants that at the time this Agreement is entered into, it carries workers' compensation insurance to the extent required by law, and public liability insurance, including errors and omissions, in an amount that was communicated by Client to CPS to be satisfactory.

(c) Without limiting the foregoing sections 11 (a) and (b) above, it is understood and agreed by the parties that *neither Client nor CPS are insurers*.

(b) Client agrees to assume all risks of loss, or damage to its premises, business, and property and to property of others on Client's premises occurring as result of fire, theft or other casualty or loss and Client waives its right of recovery, indemnification or subrogation against CPS for any such loss or damage however caused.

(c) CPS 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 were caused by the sole negligence or willful misconduct of CPS, its employees or agents while CPS, its employees or agents were acting within the course and scope of their duties and authority. In no event shall CPS be liable for any Claims caused in whole or in part by the active or passive negligence or willful misconduct of Client (including any defect on the premises) or its respective employees or agents, or for consequential or incidental damages or loss of profits. In no event shall CPS defend, indemnify or hold harmless Client for any Claims resulting from any injury or death sustained by any employee of CPS, and the obligations set forth above shall not be construed as a waiver of the statutory protections afforded to CPS by any and all applicable worker's compensation laws or statutes.

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

(e) 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 CPS.

(f) The indemnity obligations of CPS and Client set forth herein shall survive the expiration or termination of this Agreement.

(g) Client waives any and all rights of subrogation that Client may have and/or that any insurer of Client may have against CPS.

(h) Client shall give written Notice to CPS of any Claims or potential Claims of Client arising out of or relating to this Agreement within thirty (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 CPS by Client unless notice of such Claim shall have been given by Client to CPS 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 CPS unless said action shall have been instituted not later than twelve (12) months following the date of the occurrence giving rise to such Claim.

(i) CPS will maintain worker's compensation insurance coverage, for its employees only, through Hartford Accident & Indemnity Co. Insurance Company, Policy Number 16WBRJ80618.

12. NO WARRANTY. Client recognizes that CPS 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 therefrom.

13. TERM AND TERMINATION.

(a) Standing Guard with Marked Patrol Unit service shall begin on July 1, 2020 (the "Effective Date").

(b) The parties agree that this Agreement shall begin on the Effective Date as set forth herein and shall be in full force and effect until July 30, 2021 (the "Initial Term"). The parties agree that this Agreement shall automatically renew after the Initial Term on a month-to-month basis. Should Client elect to terminate the Agreement prior to the expiration of the Initial Term, in addition to any other remedies and rights CPS may have, Client shall pay to CPS all monies due for the portion of the Initial Term remaining.

(c) After the Initial Term either Party may terminate this Agreement by providing not less than thirty (30) days written notice, by certified mail, in accordance with section 25 of this Agreement, of its termination, with or without cause. The Client acknowledges that in the event it elects to terminate services without giving the required thirty (30) days written notice in any period after the expiration of the Initial Term, it shall be financially responsible for a cancellation fee of no less than 30 days billing under the terms of the Agreement at the time of termination.

(d) If at any time during the term of this Agreement Client should initiate voluntary bankruptcy proceedings or should Client make any assignment for the benefit of a creditor or creditors, or if any interest of Client in this Agreement should pass by operation of law to any person other than Client, CPS reserves the right to immediately terminate this Agreement by written notice to Client.

14. 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.

15. 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.

16. 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.

17. 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 not set forth herein.

18. 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.

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

20. 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.

21. 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.

22. MODIFICATION. This Agreement may only be amended, modified, or superseded in a writing executed by each of the Parties.

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

24. ATTORNEY FEES. In the event any legal action or proceeding is necessary or appropriate to enforce or interpret 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.

25. NOTICES. All Notices required from one party to the other hereunder shall be sent by certified or registered mail, postage pre-paid, as follows:

Notice to Client shall be sent to:

Alvord Unified School District
9 KPC Parkway
Corona, CA 92879

Notice to CPS shall be sent to:

Chief Protective Services, Inc.
P.O. Box 1806
Corona, California 92878

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

27. COMPLIANCE WITH LAW. Client shall, at its own cost and expense, comply in full with all

applicable federal, state, and local statutes, laws, ordinances, rules regulations, orders, licenses, permits or fees ("Governmental Regulations") applicable to its operations and its performance under this Agreement, including without limitation, (i) Environmental Laws, (ii) laws relating to accessibility by and accommodation of handicapped persons, and (iii) laws relating to discrimination of any type of manner. Client shall notify CPS in writing within forty-eight

(48) hours of any inquiry, notice, subpoena, lawsuit, or other evidence of an investigation by any public agency or the commencement of any judicial or administrative litigation, or arbitration proceedings with respect to CPS's operations at the Property and/or performance under the Agreement. The foregoing shall include, but is not limited to, all applicable health, safety, and labor standards.

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

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

Chief Protective Services, Inc.

Alvord Unified School District

Chief Protective Services, Inc.
Its:

Its:

EXHIBIT “A”
Services Agreement between
Chief Protective Services, Inc.
And Alvord Unified School District

LOCATIONS FOR SECURITY SERVICES PROVIDED BY CPS

| <u>Location/Type of Service</u> | <u>Number of Officers/Stops</u> | <u>Hours/Days</u> |
|---|--|--------------------------|
| 1. Unarmed Guard with Marked With Patrol Unit | 1 Officer | 10 hours per day* |

*Hours are subject to change dependent upon client request

The location(s), day(s) and time(s) listed in this Exhibit “A” may not be altered by Client, unless mutually agreed upon in writing, and signed by the parties. Client acknowledges that Client alone has chosen the number of security officers and type of services to be provided under the Agreement; that CPS has informed Client that additional security officers and services are available at an additional cost; and that Client has elected not to avail itself of additional security officers or services.

EXHIBIT “B”
Services Agreement between
Chief Protective Services, Inc.
And Alvord Unified School District

Post orders will be drafted prior to start of service

EXHIBIT "C"
Services Agreement between
Chief Protective Services, Inc.
And Alvord Unified School District

INITIAL BILLING RATES

The initial billing rates for services shall be as follows:

- Unarmed Security Officer with marked patrol vehicle: \$ 31.50 per hour/officer
 - Unarmed Security Officer Overtime with marked patrol vehicle: \$ 47.25 per hour/officer
 - Holiday Pay \$ 1.5 x regular hourly rate specified above for Presidents Day, Memorial Day, Fourth of July, Labor Day, and Thanksgiving Day, Christmas Day and New Year's Day.
- \$ 2 x regular hour rate specified above for Christmas Eve and New Year's Eve.

SPECIAL RATES FOR ADDITIONAL SERVICES

Requests for extra service with short lead time will be billed at the overtime rate on the following basis:

1. Requests received between 8 a.m., Monday through 6 p.m., Friday, in a non-holiday week, will be billed at the overtime rate for the first 48 hours of service, if less than 48 hours notice is received.
2. Requests received between 6 p.m., Friday through 8 a.m., Monday, or 6 p.m. on the evening of a holiday through 8 a.m. on the morning following the holiday, will be billed at the overtime rate for the first 72 hours of service, if less than 72 hours notice is received.
3. A labor strike or other emergency situation that creates a working environment for security/patrol officers that is more hazardous than the normal condition under this Agreement will be cause to negotiate a temporary billing rate for modified services.
4. 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 agents of CPS and Client without otherwise affecting any understandings contained in this Agreement.
5. 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 CPS and that have an adverse effect on the operating costs of CPS, Client agrees to negotiate revised billing rates that will reimburse CPS for its added costs.
6. CPS shall be compensated for all time including preparation, travel to/from, and actual time spent in any court of law, judicial, quasi-judicial or other proceeding, mediation, deposition, arbitration to which CPS is subpoenaed or agrees to appear, arising out of, or relating to, this Agreement at the rate of: \$125.00 per hour, for director or manager and \$65.00 per hour for all other employees in addition to reasonable costs and expenses incurred.