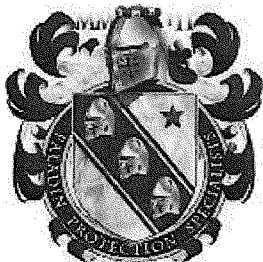


**CONTRACT NAME: AGREEMENT BETWEEN PALADIN PRIVATE SECURITY
AND DAVIS JOINT UNIFIED SCHOOL DISTRICT**

BRIEF DESCRIPTION OF CONTRACT: This agreement provides overnight security at Davis Senior High School for the duration of the power outage. For security of equipment and safety of individuals.

FISCAL IMPACT: The cost of this agreement will be part of the emergency projects costs for the Davis High electrical failure.



Paladin Private Security

ppo #15029

320 Commerce Circle, Sacramento, CA 95815

(916) 331-3175 office (916) 331-4329 fax

www.PaladinPrivateSecurity.com

SECURITY SERVICES AGREEMENT

Client Name and Billing Address: Davis Unified School District

526 B Street

Davis, CA 95616

Service Address: 315 West 14th Street

Davis, CA 95616

☐ This is an amendment or modification of an existing agreement.

1.1 ENTIRE AGREEMENT

This agreement supersedes all previous agreements, oral or written, between client and PPS and represents the entire agreement between the parties. No other agreement or representations, oral or written, have been made by PPS as of the execution date. This agreement may not be altered, modified or amended by Client, except in writing properly executed by an authorized representative of PPS. In the event that Client issues any work authorization, work order or purchase order to PPS, Client agrees that only the terms and conditions of this agreement shall be binding unless said written notification, change or amendment is specifically agreed upon by PPS in writing and signed by a PPS authorized representative.

1.2 SERVICES

PPS agrees to furnish Client the following services as set forth herein and as mutually agreed upon by PPS and Client:

Services Begin: April 11, 2019

Month to Month Basis: ☒

Recurring / Scheduled Services:

Daytime Services (Generally delivered between 7am-7pm)				Nighttime Services (Generally delivered between 7pm-7am)			
Dedicated Hours		Patrol Inspections		Dedicated Hours		Patrol Inspections	
Sundays	0.00	AND	0	Sundays	12.00	AND	0
Mondays	0.00	AND	0	Mondays	12.00	AND	0
Tuesdays	0.00	AND	0	Tuesdays	12.00	AND	0
Wednesdays	0.00	AND	0	Wednesdays	12.00	AND	0
Thursdays	0.00	AND	0	Thursdays	12.00	AND	0
Fridays	0.00	AND	0	Fridays	12.00	AND	0
Saturdays	0.00	AND	0	Saturdays	12.00	AND	0
Estimated weekly hours of day service:			0.00	Estimated weekly hours of night service:			84.00

On-Call / Response Services

1.2.1 CHANGE OF SERVICE

Any changes in times and dates of services, including additional services, will be mutually agreed upon in a written document executed by PPS and Client allowing PPS up to thirty (30) days to initiate changes. If changes or additions to services are requested by the Client to be initiated within thirty (30) days, PPS shall reserve the right to charge an overtime rate (one and one half time rate) for all hours of work performed in addition to the initial agreement for all hours worked between the request date and the thirtieth (30th) day of additional services.

1.2.3 RATES

Client agrees to pay PPS at the following rates for the services described in section 1.1 Services, plus all applicable sales, use and/or similar taxes. These rates do not apply to strike coverage, labor actions or executive protection assignments. In the event that the Client requests security services in relation to these services, PPS will endeavor to provide such coverage at rates to be agreed upon at such time.

RECURRING / SCHEDULED SERVICES RATES:

Day Patrol Services (Monthly Flat Rate)	\$0.00	Dedicated Officer, Day Rate (Hourly)	\$0.00
Night Patrol Services (Monthly Flat Rate)	\$0.00	Dedicated Officer, Night Rate (Hourly)	\$40.00
Day Dedicated Officer (Monthly Estimate)	\$0.00	Special Event Rate (Hourly)	\$40.00
Night Dedicated Officer (Monthly Estimate)	\$14,600.00	Court Rate (Hourly)	\$30.00
TOTAL (Monthly Rate)	\$14,600.00		

An annual rate increase will be applied on January 1st of each year.

Rate of increase shall be: 0.00%

ON-CALL / RESPONSE SERVICES:

Calls/Alarm responses during service period receiving random or dedicated patrol services:	NO CHARGE
<input type="checkbox"/> PER-DIEM fee, responses occurring outside selected service period (if no retainer chosen)	\$0.00
<input type="checkbox"/> RETAINER: <input type="checkbox"/> Monthly <input type="checkbox"/> Annually Retained Rate (each) \$0.00 Excess Responses (each)	\$0.00

1.3.1 RATE CHANGE

The rate quoted will remain in effect throughout the term specified on page 1, subject to annual adjustment as indicated above, and subject to adjustment for any change in Federal, State or Municipal law, regulation, administrative ruling or collective bargaining agreement requiring any change in work hours, wage or benefit rates, working conditions or other costs to PPS in its performance of this agreement. In the event of such a change, PPS shall give thirty (30) days prior written notice of the change in rate(s) and the effective date of the change.

1.4 TERM

This agreement shall commence on the date specified on page 1 and shall continue until the termination date shown on page 1. If there is no termination date on page 1, this agreement shall continue on a week-to-week basis until such time as either party delivers upon the other written notice of not less than two (2) days, specifying the termination date.

1.5 INVOICES

PPS will invoice Client as soon as practicable. Response retainer services are provided on a pre-payment basis. Excess responses will be invoiced separately following the month or year or retained services. Invoices are payable within thirty (30) days of receipt, without offset, at the PPS address specified on the invoice. If Client has any dispute with the invoice, Client must notify PPS within ten (10) days of the invoice date, setting forth the specific item(s) in dispute, otherwise all disputes and defenses will be deemed waived. Client agrees to pay a late charge of 1.5% or the legal maximum interest per month for any payment not received by the thirtieth (30th) day after the invoice date. Client agrees to pay all reasonable attorney fees and all collection fees and expenses which may be incurred by PPS in the collection of unpaid invoices or any portion thereof.

1.5.1 DEPOSIT

Unless expressly waived by PPS, a service deposit in the amount of one month of services is due prior to the initiation of services. Upon termination of services, the deposit will be applied toward any outstanding balance due, then toward the final thirty (30) days of service.

1.6 DEFAULT

PPS reserves the right to terminate this agreement at any time after seventy-two (72) hours prior written notice to Client based on Client's failure to pay any monies due hereunder in strict compliance with the payment terms contained herein; or if at any time during the term of this agreement, there shall be filed by or against Client in any court, pursuant to any statute, either in the United States, or any state, territory or possession, a petition of bankruptcy or insolvency or for reorganization or for the appointment of a receiver to receive all or any portion of Client's property; or if Client makes any assignment for the benefit of creditors, or if Client breaches any of the other terms or obligations contained in this, or any other, written agreement between PPS and Client.

1.7 EMPLOYEES

Persons performing services herein are employees of PPS. PPS will pay all wages and applicable Social Security taxes, unemployment premiums and other regulatory taxes and fees relevant to its employees.

1.7.1 SUPERVISION

PPS will be responsible for the direct supervision of its employees through designated representatives who will be available at any reasonable time to consult with Client.

1.7.2 HIRING

Client agrees that it will not, during the effective period of this agreement and for a period of one (1) year following the termination of this agreement, directly or indirectly employ as a security officer any employees of PPS who have at any time performed the services contained in this agreement. Client agrees to pay PPS, as liquidated damages, the sum of twenty-five hundred dollars (\$2,500) per person whom Client directly or indirectly employs in violation of this section.

1.7.3 EQUAL OPPORTUNITY EMPLOYER

Client hereby agrees to comply with the provisions set forth in all orders, rules, regulations, registrations and laws prohibiting discrimination in employment, and further agrees that it will not discriminate on the basis of race, creed, gender, sexual preference, sexual identity, age, veteran or disability status.

1.8 NOTICE

All notices to be given by either party shall be in writing and shall be sufficiently given or made by invoice, telegram, overnight courier or by mailing by registered or certified mail, postage prepaid, addressed to the other party at its address set forth herein or at such other address as the other party may designate by notice given hereunder.

PPS Mailing Address:

**320 COMMERCE CIRCLE
SACRAMENTO, CA 95815**

Client Mailing Address:

**526 B STREET
DAVIS, CA 95616**

1.8.1 NOTICE OF CLAIMS

Client shall give written notice to PPS by certified mail of any claim or potential claim arising out of or relating to this agreement within thirty (30) days following the date of occurrence giving rise to such claim or potential claim as will enable PPS to be properly advised, investigate, and make a reasonable assessment of any potential claim. No action, suit or proceeding to recover any claim arising out of or relating to this agreement shall be instituted or maintained against PPS by Client or anyone deriving its or their rights through Client unless written notice of such claim shall be given by Client to PPS in the manner set forth herein.

1.9 LIMITS OF LIABILITY

Client acknowledges that PPS is not an insurer, and makes no warranty, express or otherwise, that the services furnished will avert or prevent occurrences or any consequence thereof. The actual times of service delivery, duration of patrols and duties performed during patrols may vary based upon the activity levels, circumstances and human resources of the day. The amounts payable to PPS under this agreement are based upon the value of services rendered and are unrelated to the value of the Client's property or the property of others located on or about the Client's premises. Client agrees that PPS shall be liable only for damage(s) resulting from negligence of PPS or its employees acting within the scope of their employment, and in furtherance of the services to be rendered hereunder. Upon written request from Client and for an additional charge, PPS may provide higher limits of liability as may be mutually agreed upon. If, at the request of Client, PPS employees are assigned or assume duties other than those agreed upon in writing between Client and PPS, Client shall assume complete responsibility and liability arising as a result of the requested duties. In the event that Client requests PPS employees operate any vehicle(s) or other equipment other than that supplied by PPS, Client agrees to defend, indemnify and hold harmless PPS from any losses, lawsuits, claims, damages and expenses which may arise from the use of said vehicle(s) or equipment, including any claims of passengers. Client hereby waives all rights of subrogation that any insurer of Client may have against PPS. PPS shall not be held liable for failure to perform this agreement due to any "Act of God" or other circumstances outside the control of PPS or for any consequences or special damages resulting therefrom. Notwithstanding anything therein to the contrary, the services provided under this agreement shall not give rise to, nor shall be deemed to or construed so as to confer any rights on any other party as a third party, beneficiary or otherwise, and Client agrees to indemnify PPS against any claims made by any third party.

1.9.1 OWNER AGENT AUTHORIZATION

Client acknowledges that local and state laws relating to enforcement of trespassing and parking upon private property require that the party initiating enforcement action be a duly appointed agent of the owner, lessee or person lawfully in charge of the private property. Client hereby authorizes and indemnifies PPS and its employees as limited agent for the purposes of initiating enforcement actions related to trespassing and parking upon private property owned, managed or lawfully controlled by Client. In providing such authorization, Client agrees to hold harmless PPS and its employees in all matters arising as a result of enforcing property rules, regulations, criminal laws and applicable provisions of the vehicle code.

1.9.2 COURT APPEARANCES

Client hereby agrees to reimburse PPS for all expenses incurred in relation to court appearances by PPS, its officers, agents and employees, where such appearances are commanded by subpoena.

2.0 HAZARDOUS WORKPLACE

The parties acknowledge that the premises upon which PPS is to provide services are under the complete care and control of Client. Client agrees to indemnify, defend and hold harmless PPS from any and all losses, claims, judgments, statutory fines and penalties (including those of personal injury, property damage, and violation of Federal and State OSHA statutes) incurred by PPS and arising out of or related to the presence of PPS employees on Client premises.

2.1 NON-WAIVER

Failure of PPS to enforce any of the provisions of this agreement, or any of its rights with respect thereto, or to exercise any election herein provided, shall in no way be considered a waiver of such provisions, rights or elections or in any way effect all other areas of this agreement.

2.2 ASSIGNMENTS

This agreement is not assignable by Client without the prior written consent of PPS.

2.3 SUBCONTRACTORS

Services herein shall only be performed by a subcontractor of PPS upon the written approval of Client.

2.4 CONFIDENTIALITY OF RECORDS

Client acknowledges that reports generated by PPS are subject to regulation under the California Business and Professions Code, restricting their distribution to the Client for whom the report was created and public law enforcement officials seeking reports as they may pertain to the investigation of a crime. Client hereby agrees that it will not deliver PPS reports to any person outside its own organization or legal counsel (except as required by law). Client acknowledges that this restriction applies to online records, reports and media related to services provided here. Client agrees that in the event that a third party requests PPS records or supporting media files created by PPS, third parties will be required to obtain such records through legal process subpoena.

2.5 SIGNING AUTHORITY

Only officers of PPS are authorized to sign, change or amend this agreement for PPS. This agreement shall not become binding upon PPS until executed by a member of the Board of Directors of PPS.

PPS Execution:

Paladin Private Security

Printed Name

Title

Signature

Date

Client Execution:

Davis Unified School District

Printed Name

Title

Signature

Date

Bruce E. Colby

Chief Business Officer

BSJ

4/11/2015