



Paladin Private Security
320 Commerce Circle
Sacramento, CA 95815

(916) 331-3175 Office

(916) 331-4329 Fax

SECURITY SERVICES AGREEMENT

This is an agreement between Client and Paladin Private Security Services (hereinafter "PPS") for private security services as follows:

Client Name & Billing Address: **Natomas Unified School District**
1901 Arena Boulevard
Sacramento, CA 95834
(916) 567-5400

Service Addresses: See Section 1.3 & Exhibit A

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. This agreement may not be altered, modified or amended, except in writing properly executed by an authorized representative of the party to be charged. In the event that Client issues any work authorization, work order or purchase 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 private security services at such locations from such starting dates and times and during such hours as set forth herein and as hereafter mutually agreed upon in a writing executed by PPS and Client:

Daytime Response Services (6:00am – 8:00pm daily):

Any time spent in response to daytime call or alarm responses may be deducted from the nighttime service time element contracted herein, however no additional costs will be incurred by Client for call/alarm response services occurring outside its specified service hours (8:00PM – 6:00AM).

Event Services, if Requested:

As scheduled by Client. For regular, planned school events, Paladin's part-time event Officers may be assigned. For events relating to criminal activity, Paladin's Patrol Officers must be assigned.

Radio Monitoring:

School Days 6:00 a.m. – 11:00 p.m. Radio monitoring is limited to security & safety purposes and is provided at no additional charge and as a value added service under this agreement.

Night Patrol Services:

Uniformed Security Officers and marked patrol vehicles providing a cumulative total of seven (7) hours of patrol between 8:00 p.m. – 6:00 a.m. nightly (see 1.3 below). Time shall be spent in accordance with the preferences of Client and shall be subject to reorganization at Client's direction and upon reasonable notice to PPS (24 hours notice).

Service commencement date: July 1st, 2018

Calls for service include, but are not limited to, provision of alarm response, employee escorts, vehicle lockout assistance, vehicle jump start assistance, mitigation of trespassers or suspicious circumstances.

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 days to initiate changes. If changes or additions to services are requested by the Client to be initiated before the thirty day limitation above, PPS shall reserve the option of charging an overtime rate (one and a half time rate) for all hours of work performed in addition to the initial agreement terms for all hours worked between the request date and the 30th day of changed services.

1.3 RATES

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

<p>Daytime Alarm/Call Response Service Radio Monitoring (School Days, 6a-11p) Nightly Patrol/Response Services</p>	<p>No Charge No Charge Basis: \$34.23 Hourly Nightly Hours: 7 Annual Rate: \$ 87,457.66 Monthly Flat Rate: \$7,288.14</p>
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Facility Name	Service Address
American Lakes Elementary	2800 Stonecreek Drive
Bannon Creek Elementary	2775 Millcreek Drive
Discovery High School	3401 Fong Ranch Road
Education Center	1901 Arena Boulevard
H. Allen Hight / Natomas Middle School	3200 North Park Drive
Heron Elementary	5151 Banfield Drive
Inderkum High	2500 New Market Drive
Jefferson Elementary School	2001 Pebblewood Drive
Leroy Greene Academy	2950 West River Drive
Natomas Charter School	4600 Blackrock Drive
Natomas High School / Gateways	3301 Fong Ranch Road
Natomas Park Elementary	4700 Crest Drive
Natomas Star Academy	4004 Gloster Way
NP3 / Paso Verde Elementary School	3700/3800 Del Paso Road
Service Center	1931 Arena Boulevard
Two Rivers Elementary	3201 West River Drive
Westlake Charter School	2680 Mabry Drive
Witter Ranch Elementary	3790 Poppy Hill Way

In addition to the above locations, services may be delivered at additional locations as directed by the Client and as may be necessary to protect persons, assets and interests of the Client.

AS REQUESTED / ADDITIONAL SERVICES:

Fire Watch Monitor	\$ 32.50 per hour when requested
Special Event Security Officer, Guard	\$ 32.50 per hour when requested
Special Event Security Officer, Patrol	\$ 42.50 per hour when requested

1.3.1 RATE CHANGE

The rate quoted will remain in effect until a period of twelve (12) months from the date of agreement of services listed on page one, subject to an annually applied cost of living adjustment of 3% annually, 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 performing this agreement. In the event of such an aforementioned 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 in effect for a period of three (3) years or until either party gives the other party written notice of not less than thirty (30) days in advance, specifying the date of termination. If the contract continues beyond the termination date of this Agreement then this agreement shall

continue on a month-to-month basis until either party gives the other party a written notice to discontinue this agreement not less than thirty (30) days in advance.

1.5 INVOICES

PPS will invoice Client as soon as practicable. Invoices are payable within thirty (30) days from 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 from 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 received more than thirty (30) days 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.

1.6 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 in bankruptcy or in solvency or for reorganization or for the appointment of a receiver to receive all or any portion of Client's property; or if Client makes an 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

Security personnel are employees of PPS, and PPS will pay all wages and applicable Social Security taxes, unemployment taxes and any similar taxes.

1.7.1 SUPERVISION

PPS will be responsible for the direct supervision of all security personnel 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, for a period of one (1) year after the termination of this agreement, employ directly or indirectly as security personnel used by PPS in the performance of this agreement. Client agrees to payment of twenty-five hundred (\$2500) dollars as liquidated damage for each security officer employed directly or indirectly by Client within one (1) year after the termination of this agreement.

1.7.3 EQUAL OPPORTUNITY EMPLOYER

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

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 consequences thereof. The actual times of service delivery, duration of patrols and duties performed during patrols may vary based upon the activity levels and 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 resulting from negligence of PPS, its officers or 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 will agree to provide such higher limit of liability as may be mutually agreed upon. If, at the request of Client, Security Personnel 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 security personnel to operate any vehicle or other equipment besides 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 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" beyond PPS's control for any consequences or special damages. 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 OWNERS AGENT AUTHORITY

Client hereby authorize and indemnify Paladin Private Security as an authorized agent of the owner(s) and/or management and hereby authorize Paladin Private Security, its owners, agents and employees to enforce all property regulations. Client furthermore authorize the same to respond on Clients behalf to matters of a criminal nature as is necessary to affect the lawful arresting of persons posing a legitimate and imminent threat to property or persons at the above described property. In providing this authorization Client agrees to hold harmless Paladin Private Security, its owners, agents and employees in all matters arising as a result of their enforcement of property regulations and criminal laws at the above property; notwithstanding circumstances wherein the owner, agent or employee of Paladin Private Security responds to any such matter with a lack of regard for Paladin Private Security policy and procedure, criminal law, or those liabilities resulting from negligence on the part of any such person. See EXHIBIT C – Notices of Agency.

1.9.2 COURT APPEARANCES

Client hereby agrees to fund portal-to-portal expenses relative to court appearances of PPS employees where such appearances are relative to: (1) answering subpoenas relative to criminal prosecutions or (2) unlawful detainer hearings where PPS employees are requested or summoned by subpoena as witnesses by either the plaintiff or defendant.

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 PPS harmless 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 and OSHA related 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 of in any way effect the validity of this agreement.

2.2 ASSIGNMENTS

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

2.3 AUTHORITY

Sales personnel are not 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.

Client: Natomas Unified School District

By: _____

Name: _____ **Title:** _____


PPS Representative:  _____ **Date:** 05/10/2018
Name: Matt Carroll **Title:** Vice President

EXHIBIT A

Education Center

1901 Arena Boulevard
Sacramento, CA 95834
(916) 567-5400

Service Center

1931 Arena Boulevard
Sacramento, CA 95834
(916) 567-5400

Elementary Schools:

American Lakes
2800 Stonecreek Drive
Sacramento, CA 95833
(916) 567-5500

Bannon Creek
2775 Millcreek Drive
Sacramento, CA 95833
(916) 567-5600

H. Allen Height
3200 North Park Drive
Sacramento, CA 95835
(916) 567-5700

Heron School
5151 Banfield Drive
Sacramento, CA 95835
(916) 567-5680

Jefferson
2001 Pebblewood Drive
Sacramento, CA 95833
(916) 567-5580

Natomas Park
4700 Crest Drive
Sacramento, CA 95835
(916) 928-5234

Two Rivers
3201 West River Drive
Sacramento, CA 95833
(916) 567-5520

Witter Ranch
3790 Poppy Hill Way
Sacramento, CA 95834
(916) 567-5620

Paso Verde
3800 Del Paso Road
Sacramento, CA 95834

Middle Schools:

Natomas Gateways
3301 Fong Ranch Road
Sacramento, CA 95834
(916) 567-8964

Natomas Middle School
3200 North Park Drive
Sacramento, CA 95835
(916) 567-5540 (916)

Leroy Greene Academy
2950 West River Drive
Sacramento, CA 95833
567-5560

High Schools:

Discovery High School
3401 Fong Ranch Road
Sacramento, CA 95834
(916) 928-5200

Inderkum High School
2500 North Market Drive
Sacramento, CA 95835
(916) 567-5640

Natomas High School
3301 Fong Ranch Road
Sacramento, CA 95833
(916) 641-4960

Charter Schools

Natomas Charter School
4600 Blackrock Drive
Sacramento, CA 95835
(916) 928-5353

Westlake Charter
2650 Mabry Drive
Sacramento, CA 95835
(916) 567-5760

NP3 Academy
3700 Del Paso Road
Sacramento, CA 95834
(916) 567-5740

Natomas Star Academy
4004 Gloster Way
Sacramento, CA 95834

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