



PPO: 15941

AGREEMENT FOR SECURITY SERVICE

This Agreement for professional security services (the "Agreement") is entered into between GSI Group, Inc. (hereinafter referred as "GSI"), and "Glendale Community College District / Garfield Campus" ("hereinafter referred to as Client").

1. RECITALS

A. "Client" is a Community College Campus located at 1122 E Garfield Ave., Glendale, CA. 91205.

B. GSI is a corporation duly organized and existing under and pursuant to the laws of the State of California, and licensed by the State of California, Bureau of Security and Investigative Services, as a Private Patrol Operator, License #15941.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and intending to be legally bound, the parties hereto agree as follows:

2. SCOPE

Services to Client: GSI shall provide the following ("Services") to Client within the common area(s) of the Project. It is understood and agreed that the services to be rendered hereunder shall be limited to the common areas and facilities. GSI Officer(s) will patrol common areas, enforce parking rules, provide security to staff, students and visitors.

GSI will assign one officer Monday – Thursday from 7am – 10pm. The coverage will be provided by two officers. One officer will work 7am – 230pm. A second officer will work 230pm – 10pm. GSI will also assign two officers on Fridays from 8am – 6pm, and will assign one officer on Saturdays from 730am – 5pm. Coverage days and hours are subject to change based on client needs.

Nothing herein contained shall in any way be construed to suggest that GSI is responsible for incidents that occur when the GSI employees and personnel, acting in good faith, and without negligence, perform their individual or collective duties as outlined in this contract,

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and according to GSI General Orders, and the incident occurs as a result of an unforeseen circumstance, or upon the acts of a third party or parties. Further, this Agreement is solely for the mutual benefit of the parties who enter into it.

2.1. Inspection of Property: GSI or GSI's representative shall make inspections of the Property, and GSI shall render reports (verbal or written) to Client as to the protection of its premises, including recommendations for, without limitation, parking enforcement, security issues, crime reports, visitor management.

2.2. Miscellaneous: GSI is further authorized to do all things reasonably deemed necessary or desirable by Client for the proper protection of the Property and the enforcement of the Client's Rules and Regulations, all in compliance with Federal and State law, and local ordinances, including without limitation the following:

2.2.1. GSI shall give all notices and comply with all applicable laws, ordinances, rules, regulations, and lawful orders for any public authority bearing on the safety of persons or Property or their protection from damage, injury, loss.

2.2.2. GSI, working in conjunction with client, shall provide safety orders, precautions, and programs necessary to the reasonable safety of the performance of the Services, including, but not limited to, observance of CAL OSHA Safety Rules. In this connection, GSI shall take reasonable precautions for the safety of all of GSI's employees, and other persons whom the Services might affect.

2.3. Emergencies: GSI shall provide a 24-hour emergency telephone number, by which a representative of GSI may be contacted in the event of an emergency. In the event an emergency arises, and upon request by Client, GSI may deploy additional personnel (the "emergency deployment"). The emergency deployment shall be billed at the Overtime Rate for each person involved in the coordination of the deployment and those who are deployed. The Overtime Rate is defined in section 4.1.1.

The emergency contact shall be as follows;

- GSI Headquarters: (626) 510-6384 (During business hours)
- Ernesto Garcia, President (866) 941-9111
- Mike Severo, CEO (866) 941-9111

2.4 General Conditions:

2.4.1 GSI shall be solely responsible for its employees' compensation, including all taxes. GSI rate employee compensation and extent of benefits shall be at GSI's full discretion. Nothing herein contained shall be construed as requiring Client to pay compensation to GSI employees.

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2.4.2 GSI personnel shall be dressed in GSI approved attire (herein, collectively referred to as "Uniform"). GSI shall be solely responsible to make certain that GSI personnel are properly attired at all times and Client shall have no responsibility regarding same. Any employee or agent of GSI arriving for work out of Uniform shall not be allowed to work their appointed shift.

2.4.3 A Supervisor will fill that shift until a properly attired GSI employee is available for that shift.

2.4.4 GSI shall be solely responsible for the scheduling of security officers and for the direct supervision of employees identified by GSI as security personnel and for direction and control over the performance of the Services rendered.

2.4.5 GSI shall have the right to designate one or more of its personnel assigned to Client, as Supervisor, to conduct on-site initial screening of potential security officers, hire, terminate and to conduct such other administrative tasks as may be allocated to the Supervisor regarding GSI's employees identified by GSI as security personnel.

2.4.6 If, in Client's opinion, any GSI employee is not qualified to perform the work assigned pursuant to the terms of this Agreement, GSI shall replace such employee as soon as a qualified replacement is available, but in no event later than three (3) days after the Client's demand for same. Notwithstanding the foregoing, if Client advises GSI that such employee identified by GSI as a security officer poses a potential liability to Client, such security officer shall be immediately removed from Client's premises and replaced with a temporary employee identified by GSI as a security officer until a full time qualified replacement can be hired by GSI.

3. TERM & TERMINATION

This Agreement shall commence on February 1, 2024, and shall remain in full force and effect for 1 year. Upon mutual written agreement of the parties, this Agreement may be renewed for a one (1) year period if not cancelled in accordance with this Agreement.

Notwithstanding the foregoing, in the event that either party fails to perform its obligations as required under this Agreement, the non-breaching party shall have the right to terminate this Agreement upon ten (10) days written notice, provided that the breaching party shall have the opportunity to completely cure, to the unilateral satisfaction of the non-breaching party, its performance within such ten (10) day notice period.

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In the event a petition in bankruptcy is filed by or against either Client or GS1, or in the event that either shall make an assignment for the benefit of creditors or take advantage of any insolvency act, either party hereto may terminate this Agreement without notice to the other.

4. PAYMENT AND INVOICING TERMS.

4.1 Payment for Services: Client agrees to pay GS1 the following amounts and upon the following terms:

4.1.1 GS1 will bill the Client at the rate of \$56.00 per billable hour.

A period of 30 minutes or less is charged at one half the hourly rate. The hourly rate applies to any portion that exceeds 30 minutes. Special / additional hours requested by Client exceeding the legal maximum regular hours (8 hours per day, 40 hours per week) will be charged at an overtime rate of one and one half times the regular rate. The overtime rate, if applicable, will be charged at \$84.00 per hour for each employee identified by GS1 as a security officer.

In the case of Emergency where additional officers are requested by client or if officer(s) are recalled beyond their normal hours (such as alarm activation) Client will be billed at the overtime rate. A "5-hour minimum" charge, per officer, shall apply to any recall or emergency response. Emergency coverage is defined as any coverage request with less than 72 hours' notice.

Court appearance on behalf of Client or at the request of Client will be billed at the rate of \$84.00/hr. A "5-hour minimum" charge shall apply to any court appearance regardless of duration. This applies to "Go" and "On-Call" subpoenas.

4.1.2 Client will be billed the overtime rate of one and one half times the hourly rate, for services rendered during the designated holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day. *Charges will appear as a line item on respective invoice.*

4.1.3 Invoicing & Late Payment Policy: The Client shall, upon receiving an invoice from GS1 as provided in this Agreement, make payments in the agreed manner by company check payable to GS1 Group, Inc. Invoices are due upon receipt.

Client shall be billed twice monthly. The first invoice will cover the period from the 1st through the 15th of every month. The second invoice will cover the period from the 16th through the last day of every month. The Client shall be liable for late payment charges for payments received more than ten (10) days after the "due date" for all uncontested invoices. Said charge is \$100.00. If Client's account has any unpaid invoices overdue

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by more than fifteen (15) days from the due date, Client will be notified in writing and GS1 may, at its sole discretion, opt to discontinue Services if all uncontested payments are not received within five (5) days of Client's receipt of such notice. Failure to pay any uncontested invoice within 30 days of the due date will result in account termination without further notice. Non-payment of any uncontested invoice does not release the Client from any amount due at the time of termination. All amounts due plus late charges, if any, will be referred to an outside collection agency and law firm for collection. In addition to the late charge, interest at the rate of 10% per annum shall be applied to any amount that remains unpaid 30 days after billing of said amount.

5. CHANGES.

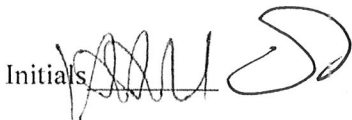
Client may, with the approval of GS1, issue written directions within the general scope of Services to be ordered. Such changes (the "Change Order") may be for additional work or GS1 may be directed to change the direction of the work covered by the scope of this agreement, consistent with all applicable laws, but no change will be allowed unless agreed to by GS1 in writing, which consent shall not be unreasonably withheld.

6. STANDARD OF CARE

GS1 warrants that its Services shall be performed by personnel possessing competency consistent with applicable industry standards, and who are licensed by the California Bureau of Security and Investigative Services. No other representation, express or implied, and no warranty or guarantee are included or intended in this Agreement, or in any report, opinion, deliverable, work product, document or otherwise. Furthermore, no guarantee is made as to the efficacy or value of any Services performed. THIS SECTION SETS FORTH THE ONLY WARRANTIES PROVIDED BY GS1 CONCERNING THE SERVICES AND RELATED WORK PRODUCT. THIS WARRANTY IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT, TITLE OR OTHERWISE.

7. MISCELLANEOUS

7.1 Severability: Should any part of this Agreement for any reason be declared invalid, such decision shall not affect the validity of any remaining provisions, which remaining

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provisions shall remain in full force and effect as if this Agreement had been executed with the invalid portion thereof eliminated, and it is hereby declared the intention of the parties that they would have executed the remaining portion of this Agreement without including any such part, parts, or portions which may, for any reason, be hereafter declared invalid. Any provision shall nevertheless remain in full force and effect in all other circumstances.

7.2 Modification and Waiver: Waiver of breach of this Agreement by either part shall not be considered a waiver of any other subsequent breach.

7.3 Independent Contractor: GSI is an independent contractor of Client. In no event shall the parties hereto be deemed to have the relationship of employer-employee or principal agent.

7.4 Notices: Client shall give GSI written notice within the statutorily prescribed time periods of obtaining knowledge of the occurrence of any claim or cause of action which Client believes that it has, or may seek to assert or allege, against GSI, whether such claim is based in law or equity, arising under or related to this Agreement or to the transactions contemplated hereby, or any act or omission to act by GSI with respect hereto. If Client fails to give such notice to GSI with regard to any such claim or cause of action and shall not have brought legal action for such claim or cause of action within said time period, Client shall be deemed to have waived, and shall be forever barred from bringing or asserting such claim or cause of action in any suit, action or proceeding in any court or before any governmental agency or authority or any arbitrator. All notices or other communications hereunder shall be in writing, sent by courier or the fastest possible means, provided that recipient receives a manually signed copy and the transmission method is scheduled to deliver within 48 hours, and shall be deemed given when delivered to the address specified below or such other address as may be specified in a written notice in accordance with this Section.

If to GSI: The Severo Law Firm:

301 N. Lcke Avenue Suite #202, Pasadena, Ca 91101

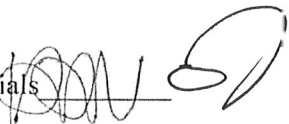
If to Client:

Glendale CCD
1522 N. Verdugo Rd, Glendale, CA 91208

Any party may, by notice given in accordance with this Section to the other parties, designate another address or person or entity for receipt of notices hereunder.

7.5 Assignment: The Agreement is not assignable or transferable by either party, except as agreed by both parties in writing.

7.6 Disputes: GSI and the Client recognize that disputes arising under this Agreement are best resolved at the working level by the parties directly involved. Both parties are

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encouraged to be imaginative in designing mechanism and procedures to resolve disputes at this level. Such efforts shall include the referral of any remaining issues in dispute to higher authority within each participating party's organization for resolution.

7.7 Failing resolution of conflicts at the organizational level, GSI and Client agree that any remaining conflicts arising out of or relating to this Contract shall first be submitted to nonbinding mediation, the cost of which shall be shared equally between the parties, unless GSI and Client mutually agree otherwise, then the parties may take other appropriate action subject to the other terms of this Agreement.


7.8 Arbitration: If the dispute is not resolved through non-binding mediation, any controversy, dispute or claim arising out of or related to this Agreement or breach of this Agreement shall be settled solely by confidential binding arbitration in accordance with the arbitration rules of the American Arbitration Association currently in effect. Per C.C.P. Section 1283.05, discovery shall be permitted in such proceedings. Notice of the demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association and shall be made within a reasonable time after the dispute has arisen. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. The Agreement herein among the parties to the Agreement and any other written agreement to arbitrate referred to herein shall be specifically enforceable under applicable law in any court having jurisdiction thereof. The provisions for Arbitration (as a means of Alternative Dispute Resolution) contained in this Article shall survive any termination of this Agreement.

7.9 Section Headings: Title and headings of sections of this Agreement are for convenience of reference only and shall not affect the construction of any provision of this Agreement.

7.10 Representations; Counterparts: Each person executing this Agreement on behalf of a party hereto represents and warrants that such person is duly and validly authorized to do so, on behalf of such party, with full right and authority to execute this Agreement and to bind such party with respect to all of its obligations hereunder. This Agreement may be executed (by original or tele-copied signature) in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute but one and the same instrument.

7.11 Non-solicitation of Employees: During and for one (1) year after the termination of this Agreement, Client will not solicit the employment of, or employ GSI personnel, without GSI prior written consent.

7.12 Governing Law and Construction: This Agreement will be governed by and construed in accordance with the laws of the State of California, without regard to the principles of conflicts of law. The language of this Agreement shall be deemed to be the

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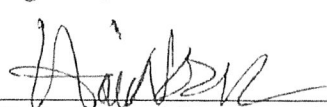
result of negotiation among the parties and their respective counsel and shall not be construed strictly for or against any party.

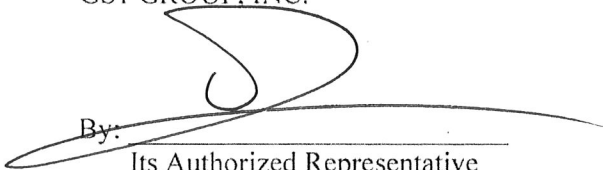
7.13 Entire Agreement; Survival: This Agreement, including any Exhibits, states the entire Agreement between the parties and supersedes all previous contracts, proposals, oral or written, and all other communications between the parties respecting the subject matter hereof, and supersedes any and all prior understandings, representations, warranties, agreements or contracts (whether oral or written) between Client and GSI respecting the subject matter hereof. This Agreement may only be amended by an agreement in writing executed by the parties hereto. Additional services may be added at anytime by request of the Client and agreement by GSI. Such service or services shall be deemed to be consistent with the warranties established herein.

7.14 Force Majeure: GSI shall not be responsible for delays or failures if such delay arises out of causes beyond its control. Such causes may include, but are not restricted to, acts of terrorism, fires, floods, epidemics, riots, quarantine restrictions, strikes, electrical outages, computer or communications failures, illness, traffic conditions, severe weather, and acts or omissions of subcontractors or third parties.

7.15 Inspection of Premises: Execution of this Agreement by GSI is a representation that GSI has visited the premises to become familiar with the conditions under which the Services are to be performed to the extent visible, is aware of the effect of such conditions on the Services, and is capable of completing the Services in conformance with the this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, consisting of 8 pages.

Client
Gouldale CCD
By: 
Its Authorized Representative

GSI GROUP, INC.
By: 
Its Authorized Representative

Date: 2/12/24

Date: 2/12/24

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