

# **Services Agreement**

This Services Agreement ("Agreement") is made this **12<sup>TH</sup> DAY OF AUGUST, 2020** (the "Effective Date") between **International Leadership of Texas** ("Customer"), with offices located at 1820 N Glennville Drive #100, Richardson, TX 75081 and **Tier One Holdings, LLC dba Tier One** ("Service Provider") with offices located at 7500 W Camp Wisdom Road, Suite A3-132 Hunt Building, Dallas, Texas 75236. The Customer and Service Provider are sometimes collectively referred to herein as the "Parties" and individually as a "Party".

Customer wishes to be provided with the services (collectively the "Services" as defined below) by Service Provider and the Service Provider agrees to provide the Services to the Customer in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

## **1. Services**

**1.01.** The Customer hereby retains the Service Provider to perform the following Services on behalf of the Customer:

- Full Time Contract Employees (Texas State Certified TCOLE Police Officers) during the school year from 2020 - 2025 school years (a five year contract) for the fall and spring semesters for approximately 10 hours per day during the scheduled school year (*see Addendum A, attached hereto, and incorporated as part of this Agreement, for further details which include duty assignments and cost per officer as well as estimated number of officers per year*).
- Extra-curricular events are covered in the addendum to reflect officers hourly rate for anything outside of their normal daytime school hours.

Service Provider will determine the method, details, and means of performing the Services. Service provider respectfully requests break area for employee, dedicated workspace (may be shared space).

**1.02.** The Parties acknowledge and agree that during the term of the Agreement the Services may be modified and/or expanded from time to time upon a written agreement executed by authorized representatives of the Parties expressly referencing this Agreement.

**1.03.** Customer acknowledges and agrees that Service Provider may, at its sole discretion, use subcontractors and consultants to perform some of the Services to be provided under this Agreement. In the event Service Provider utilizes subcontractors or consultants to perform any of the Services, Service Provider shall remain responsible to Customer for performance under this Agreement and that they must meet the same requirements listed in section 1.01.

**1.04.** Service Provider may represent, perform services for, and contract with other additional clients, persons, or companies as Service Provider, in its sole discretion, sees fit, provided those services do not pose a conflict of interest with the services performed for the Customer.

## **2. Fees**

**2.01. Fees.** As full consideration for the provision of the Services, Customer shall pay Service Provider fees monthly in advance. Extra curricular event hours will be billed separately (see addendum for details).

**2.02. Omitted.**

**2.03. Billing and Payment.** Service Provider shall prepare and submit an invoice to the Customer via email on or about the 15<sup>th</sup> of each month. Customer shall pay the billed amount not later than the 2<sup>nd</sup> day of the following month. The fees will cover the estimated hours for that forthcoming month. These fees will be paid in 12 monthly installments per year in an annualized manner.

**2.04. Compliance with Laws; Permits and Licenses.** Customer agrees, at its own expense, to operate in full compliance with all governmental laws, regulations and requirements applicable to the duties conducted hereunder.

It shall be the responsibility of each party to pay for any necessary licenses, permits, insurance and approvals as may be necessary for the performance of the Services under this Agreement, unless otherwise specified in writing and agreed to by the Service Provider.

**3. Warranty.** The Services to be performed hereunder are security services. Service Provider does not warrant in any form the results or achievements of the Services provided or the resulting work product and deliverables. Service Provider warrants that the Services will be performed by qualified personnel in a professional and workmanlike manner in accordance with the generally accepted industry standards and practices. Service Provider shall comply with all statutes, ordinances, regulations and laws of all international, federal, state, county, municipal or local governments applicable to performing the Services hereunder.

**LIMITATION OF WARRANTY.** THE WARRANTY SET FORTH IN THIS SECTION 3 IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO THE SERVICES, WORK PRODUCT OR DELIVERABLES PROVIDED UNDER THIS AGREEMENT, OR AS TO THE RESULTS WHICH MAY BE OBTAINED THEREFROM. SERVICE PROVIDER DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR AGAINST INFRINGEMENT. SERVICE PROVIDER SHALL NOT BE LIABLE FOR ANY SERVICES OR WORK PRODUCT OR DELIVERABLES PROVIDED BY THIRD PARTY VENDORS IDENTIFIED OR REFERRED TO THE CUSTOMER BY THE SERVICE PROVIDER DURING THE TERM OF THIS AGREEMENT, PURSUANT TO ANY SOW OR OTHERWISE. CUSTOMER'S EXCLUSIVE REMEDY FOR BREACH OF THIS WARRANTY IS REPERFORMANCE OF THE SERVICES, OR IF REPERFORMANCE IS NOT POSSIBLE OR CONFORMING, REFUND OF AMOUNTS PAID UNDER THIS AGREEMENT FOR SUCH NON-CONFORMING SERVICES.

**4. Ownership of Work Product.** This is not a work-for-hire agreement. The copyright in all deliverables created hereunder for Customer shall belong to the Service Provider. All intellectual property rights in all pre-existing works and derivative works of such pre-existing works and other deliverables and developments made, conceived, created, discovered, invented or reduced to practice in the performance of the Services hereunder are and shall remain the sole and absolute property of Service Provider, subject to a worldwide, non-exclusive license to Customer for its internal use as intended under this Agreement, and the Service Provider retains all moral rights therein. This Agreement does not grant Customer any license to any of the Service Provider's products, which products must be separately licensed.

## **5. Confidential Information**

**5.01. Confidential Information.** The Parties acknowledge that by reason of their relationship to the other hereunder, each may disclose or provide access (the "Disclosing Party") to the other Party (the "Receiving Party") certain Confidential Information. "Confidential Information" shall mean (i) information concerning a Party's products, business and operations including, but not limited to, information relating to business plans, financial records, customers, suppliers, vendors, products, product samples, costs, sources, strategies, inventions, procedures, sales aids or literature, technical advice or knowledge, contractual agreements, pricing, price lists, product white paper, product specifications, trade secrets, procedures, distribution methods, inventories, marketing strategies and interests, algorithms, data, designs, drawings, work sheets, blueprints, concepts, samples, inventions, manufacturing processes, computer programs and systems and know-how or other intellectual property, of a Party and its affiliates that may be at any time furnished, communicated or delivered by the Disclosing Party to the Receiving Party, whether in oral, tangible, electronic or other form; (ii) the terms of any agreement, including this Agreement, and the discussions, negotiations and proposals related to any agreement; (iii) information acquired during any tours of or while present at a Party's facilities; and (iv) all other non-public information provided by the Disclosing Party hereunder. In no event shall Service Provider's use or disclosure of information regarding or relating to the development, improvement or use of any of Service Provider's products be subject to any limitation or restriction. To the extent allowed by law, all Confidential Information shall remain the property of the Disclosing Party.

**5.02. Use of Confidential Information; Standard of Care.** The Receiving Party shall, to the extent permitted by law, maintain the Confidential Information in strict confidence and disclose the Confidential Information only to its

employees, subcontractors, consultants and representatives who have a need to know such Confidential Information to fulfill the business affairs and transactions between the Parties contemplated by this Agreement. The Receiving Party shall always remain responsible for breaches of this Agreement arising from the acts of its employees, subcontractors, consultants and representatives. Receiving Party shall use the same degree of care as it uses with respect to its own similar information, but no less than a reasonable degree of care, to protect the Confidential Information from any unauthorized use, disclosure, dissemination, or publication. Receiving Party shall only use the Confidential Information in furtherance of its performance of its obligations under this Agreement, and agrees not to use the Disclosing Party's Confidential Information for any other purpose or for the benefit of any third party, without the prior written approval of the Disclosing Party. The Receiving Party shall not decompile, disassemble, or reverse engineer all or any part of the Confidential Information.

**5.03. Exceptions.** Confidential Information does not include information that: (a) was lawfully in Receiving Party's possession before receipt from Disclosing Party; (b) at or after the time of disclosure, becomes generally available to the public other than through any act or omission of the Receiving Party; (c) is developed by Receiving Party independently of any Confidential Information it receives from Disclosing Party; (d) Receiving Party receives from a third party free to make such disclosure without, to the best of Receiving Party's knowledge, breach of any legal or contractual obligation, (e) required to disclose such information pursuant to the Texas Public Information Act, or (f) is disclosed by Receiving Party with Disclosing Party's prior written approval.

**5.04. Required Disclosures.** If the Receiving Party is confronted with legal action to disclose Confidential Information received under this Agreement, the Receiving Party shall, unless prohibited by applicable law, provide prompt written notice to the Disclosing Party to allow the Disclosing Party an opportunity to seek a protective order or other relief it deems appropriate, and Receiving Party shall reasonably assist disclosing Party in such efforts. If disclosure is nonetheless required, the Receiving Party shall limit its disclosure to only that portion of the Confidential Information which it is advised by its legal counsel must be disclosed.

**5.05. Unauthorized Use or Disclosure of Confidential Information; Equitable Relief.** In the event the Receiving Party discovers that any Confidential Information has been used, disseminated or accessed in violation of this Agreement, it will immediately notify the Disclosing Party, take all commercially reasonable actions available to minimize the impact of the use, dissemination or publication, and take all necessary steps to prevent any further breach of this Agreement. The Parties agree and acknowledge that any breach or threatened breach regarding the treatment of the Confidential Information may result in irreparable harm to the Disclosing Party for which there may be no adequate remedy at law. In such event the Disclosing Party shall be entitled to seek an injunction, without the necessity of posting a bond, to prevent any further breach of this Agreement, in addition to all other remedies available in law or at equity.

**5.06. Return of Confidential Information; Survival.** Receiving Party shall promptly return or, at Disclosing Party's option, certify destruction of all copies of Confidential Information at any time upon request or within 30 days following the expiration or earlier termination of this Agreement. Notwithstanding any expiration or termination of this Agreement, Receiving Party's obligations to protect the Confidential Information pursuant to this Section will survive for two years after the expiration or earlier termination of this Agreement.

**6. Indemnification.** Each party (the "Indemnifying Party"), to the extent allowed by law, agrees to indemnify, defend and hold the other party and its affiliates and their respective officers, directors, employees and agents harmless from and against all third-party claims, losses, liabilities, damages, expenses and costs, including attorney's fees and court costs, arising out of the Indemnifying Party's (i) negligence or willful misconduct or (ii) its material breach of any of the terms of this Agreement. The Indemnifying Party's liability under this Section shall be reduced proportionally to the extent that any act or omission of the other Party, or its employees or agents, contributed to such liability. The party seeking indemnification shall provide the Indemnifying Party with prompt written notice of any claim and give complete control of the defense and settlement of the Indemnifying Party, and shall cooperate with the Indemnifying Party, its insurance company and its legal counsel in its defense of such claim(s). This indemnity shall not cover any claim in which there is a failure to give the Indemnifying Party prompt notice to the extent such lack of notice prejudices the defense of the claim.

SECTION 6 STATES THE ENTIRE OBLIGATION AND THE EXCLUSIVE REMEDIES WITH RESPECT TO THE PARTIES' INDEMNIFICATION OBLIGATIONS PURSUANT TO THIS AGREEMENT.

## **7. LIMITATION OF LIABILITY; ACTIONS**

EXCEPT FOR THE PARTIES CONFIDENTIALITY OBLIGATIONS UNDER SECTION 5 OF THIS AGREEMENT AND INDEMNIFICATION OBLIGATIONS UNDER SECTION 6 OF THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT TO THE OTHER PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, STATUTORY, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE, LOSS OF TIME, INCONVENIENCE, LOST BUSINESS OPPORTUNITIES, DAMAGE TO GOOD WILL OR REPUTATION, AND COSTS OF COVER, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN. SUBJECT TO THE CUSTOMER'S OBLIGATION TO PAY THE FEES TO THE SERVICE PROVIDER, EACH PARTY'S ENTIRE AGGREGATE LIABILITY FOR ANY CLAIMS RELATING TO THE SERVICES OR THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID OR PAYABLE BY THE CUSTOMER TO THE SERVICE PROVIDER UNDER THIS AGREEMENT IN THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO SUCH LIABILITY. THIS SECTION SHALL SURVIVE THE TERMINATION OF THE AGREEMENT.

NO ACTION SHALL BE BROUGHT FOR ANY CLAIM RELATING TO OR ARISING OUT OF THIS AGREEMENT MORE THAN ONE (1) YEAR AFTER THE ACCRUAL OF SUCH CAUSE OF ACTION, EXCEPT FOR MONEY DUE ON AN OPEN ACCOUNT.

**8. Cooperation of Customer.** Customer agrees to comply with all reasonable requests of Service Provider and shall provide Service Provider's personnel with access to all documents and facilities as may be reasonably necessary for the performance of the Services under this Agreement.

**9. Term.** This Agreement shall have an initial term of five (5) years from the Effective Date (the "Initial Term"), unless earlier terminated in accordance with the provisions in Section 10. Thereafter, the Parties will negotiate a new agreement prior to the summer of 2025.

## **10. Termination**

**10.01. Termination for Breach.** Either Party may terminate this Agreement at any time in the event of a breach by the other Party of a material covenant, commitment or obligation under this Agreement that remains uncured: (i) in the event of a monetary breach, 10 calendar days following written notice thereof; and (ii) in the event of a non-monetary breach after 30 days following written notice thereof. Such termination shall be effective immediately and automatically upon the expiration of the applicable notice period, without further notice or action by either Party. Termination shall be in addition to any other remedies that may be available to the non-breaching Party.

**10.02. Termination for Bankruptcy, Insolvency or Financial Insecurity.** Either Party may terminate this Agreement immediately at its option upon written notice if the other Party: (i) becomes or is declared insolvent or bankrupt; (ii) is the subject of a voluntary or involuntary bankruptcy or other proceeding related to its liquidation or solvency, which proceeding is not dismissed within 90 calendar days after its filing; (iii) ceases to do business in the normal course; (iv) Customer does not receive reasonably adequate funding from the state to meet its basic expenditures; or (v) makes an assignment for the benefit of creditors. This Agreement shall terminate immediately and automatically upon any determination by a court of competent jurisdiction that either Party is excused or prohibited from performing in full all obligations hereunder, including, without limitation, rejection of this Agreement pursuant to 11 U.S.C. §365).

### **10.03. Omitted.**

**10.04. Obligations upon Termination.** Termination of this Agreement for any reason shall not discharge either Party's liability for obligations incurred hereunder and amounts unpaid at the time of such termination. Customer shall pay Service Provider for all Services rendered prior to the effective date of termination. Upon termination, each Party shall return the other Party's Confidential Information that is in its possession at the time of termination. Upon

the termination of the Agreement, the Customer shall promptly return to Service Provider any equipment, materials or other property of the Service Provider relating to the terminated Services which are in Customer's possession or control.

**11. Non-Solicitation.** During the term of this Agreement and for one year following the expiration or termination date of the Agreement, each Party agrees not to directly solicit or induce any person who performs Services hereunder to leave the employ of the other Party. The Parties are not prohibited from responding to or hiring the other's employees who inquire about employment on their own accord or in response to a public advertisement or employment solicitation in general.

**12. Relationship of the Parties.** The relationship of the Parties hereto is that of independent contractors. Nothing in this Agreement, and no course of dealing between the Parties, shall be construed to create or imply an employment or agency relationship or a partnership or joint venture relationship between the Parties or between one Party and the other Party's employees or agents. Each of the Parties is an independent contractor and neither Party has the authority to bind or contract any obligation in the name of or on account of the other Party or to incur any liability or make any statements, representations, warranties or commitments on behalf of the other Party, or otherwise act on behalf of the other. Each Party shall be solely responsible for payment of the salaries of its employees and personnel (including withholding of income taxes and social security), workers' compensation, and all other employment benefits.

**13. Force Majeure.** Neither Party shall be liable hereunder for any failure or delay in the performance of its obligations under this Agreement, except for the payment of money, which is not excused, if such failure or delay is on account of causes beyond its reasonable control, including civil commotion, war, fires, floods, accident, earthquakes, inclement weather, telecommunications line failures, electrical outages, network failures, governmental regulations or controls, casualty, strikes or labor disputes, terrorism, acts of God, or other similar or different occurrences beyond the reasonable control of the Party so defaulting or delaying in the performance of this Agreement, for so long as such force majeure event is in effect. Each Party shall use reasonable efforts to notify the other Party of the occurrence of such an event within five (5) business days of its occurrence. Customer shall not be excused from any payment due or accruing under this Agreement, nor should service provider be excused from performing its obligations regardless of any cause contained in this Paragraph 13, so long as Customer is still receiving adequate funding.

**14. Governing Law and Venue.** This Agreement will be governed by and interpreted in accordance with the laws of the State of Texas, without giving effect to the principles of conflicts of law of such state. The UN Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. The Parties hereby agree that any action arising out of this Agreement will be brought solely in any state or federal court located in Tarrant County, Texas. Both Parties hereby submit to the exclusive jurisdiction and venue of any such court.

**15. Attorney's Fees.** If either Party incurs any legal fees associated with the enforcement of this Agreement or any rights under this Agreement, the prevailing Party shall be entitled to recover its reasonable attorney's fees and any court, arbitration, mediation, or other litigation expenses from the other Party.

**16. Collection Expenses.** If Service Provider incurs any costs, expenses, or fees, including reasonable attorney's fees and professional collection services fees, in connection with the collection or payment of any amounts due it under this Agreement, Customer agrees to reimburse Service Provider for all such costs, expenses and fees.

**17. Assignment.** The Service Provider may subcontract its obligations and rights to a third-party.

**18. Severability.** If any provision or portion of this Agreement shall be rendered by applicable law or held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions or portions shall remain in full force and effect.

**19. Headings; Construction.** The headings/captions appearing in this Agreement have been inserted for the purposes of convenience and ready reference, and do not purport to and shall not be deemed to define, limit or extend the scope or intent of the provisions to which they appertain. This Agreement is the result of negotiations between the Parties and their counsel. Accordingly, this Agreement shall not be construed more strongly against

either Party regardless of which Party is more responsible for its preparation, and any ambiguity that might exist herein shall not be construed against the drafting Party.

**20. Survival.** Each term and provision of this Agreement that should by its sense and context survive any termination or expiration of this Agreement, shall so survive regardless of the cause and even if resulting from the material breach of either Party to this Agreement.

**21. Rights Cumulative.** The rights and remedies of the Parties herein provided shall be cumulative and not exclusive of any rights or remedies provided by law or equity.

**22. Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument, without necessity of production of the others. An executed signature page delivered via facsimile transmission or electronic signature shall be deemed as effective as an original executed signature page.

**23. Authorized Signatories.** It is agreed and warranted by the Parties that the individuals signing this Agreement on behalf of the respective Parties are authorized to execute such an agreement. No further proof of authorization shall be required.

**24. Notices.** All notices or other communications required under this Agreement shall be in writing and shall be deemed effective when received and made in writing by either (i) hand delivery, (ii) registered mail, (iii) certified mail, return receipt requested, or (iv) overnight mail, addressed to the Party to be notified at the following address or to such other address as such Party shall specify by like notice to the addresses in in the Preamble of this Agreement.

**25. Waiver.** No waiver of any term or right in this Agreement shall be effective unless in writing, signed by an authorized representative of the waiving Party. The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or modification of such provision, or impairment of its right to enforce such provision or any other provision of this Agreement thereafter.

**26. Entire Agreement; Modification.** This Agreement, and any addendum(s) and/or exhibit(s) attached, is the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any prior agreement or communications between the Parties, whether written, oral, electronic or otherwise. No change, modification, amendment, or addition of or to this Agreement or any part thereof shall be valid unless in writing and signed by authorized representatives of the Parties. Each Party hereto has received independent legal advice regarding this Agreement and their respective rights and obligations set forth herein. The Parties acknowledge and agree that they are not relying upon any representations or statements made by the other Party or the other Party's employees, agents, representatives or attorneys regarding this Agreement, except to the extent such representations are expressly set forth in this Agreement. This Agreement contains one (1) addendum and no exhibits.

In witness whereof, the Parties hereto have executed this Services Agreement on the date set forth below.

**CUSTOMER**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**SERVICE PROVIDER**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **OUTLINE OF TIER ONE RESPONSIBILITIES, AND PROCEDURES**

1. Tier One shall provide contracted Licensed and Commissioned Peace Officers who will be assigned to Campuses. Each of them shall be duly sworn and:
  - In possession of and consistently maintains current Texas Commission on Law Enforcement (TCOLE) certification.
  - In “good standing” with his/her employing police agency.
  - Not the subject of a current or imminent administrative internal investigation involving a significant violation of a policy or procedure with his/her employing police agency.
  - Trained in his/her agency’s active shooter response procedures.
2. Tier One shall coordinate its Services and implementation thereof through Customer’s Director of Safety and Security (“Director”). Any issues regarding the implementation of the Services shall be addressed with the Director. All reports, MOUs, and practices, procedures and directives given to the Licensed and Commissioned Peace Officers shall be provided to the Director as soon as reasonably possible.
3. TIER ONE shall attempt to ensure, as much as reasonably possible, that the same Licensed and Commissioned Peace Officer is assigned to the Campus on a day-to-day basis, contingent upon officers’ work schedules. However, consistency in assignment is not necessary for a Licensed and Commissioned Peace Officer assigned to traffic control duties.
4. Licensed and Commissioned Peace Officers will comply with their employing police agency’s policies and procedures, especially regarding detentions, arrests, and the use of force.’
5. Licensed and Commissioned Peace Officers assigned to Campus security will work a 10-hour shift, with the shift hours determined by the Campus schedule in consultation with the Campus principal. Within the 10-hour work shift, Licensed and Commissioned Peace Officers may take a 30-minute lunch break, while remaining on the school Campus depending upon Campus activities. While on the lunch break, Licensed and Commissioned Peace Officers remain responsible for responding to Campus activities that would require their involvement.
6. Licensed and Commissioned Peace Officers assigned to Campus security may be required to assist with traffic direction duties within their 10-hour work shift. If assisting with traffic direction, the Licensed and Commissioned Peace Officer assigned to Campus security shall be expected to respond as soon as reasonably possible back to the Campus if his/her assistance is needed for an incident.
7. Licensed and Commissioned Peace Officers may be requested to provide Services at school activities outside the normal school schedule. If so, Licensed and Commissioned and Commissioned Peace Officers shall be compensated in

accordance with the hourly rates described in the Fee Schedule on the addendum for the duty type listed.

8. Licensed and Commissioned Peace Officers assigned to traffic direction shall comply with their employing agency's policies and procedures as well as state law regarding traffic direction.
9. Licensed and Commissioned Peace Officers shall wear their agency-approved uniform in compliance with their police agency standards and state law.
10. Licensed and Commissioned Peace Officers shall on a reasonably appropriate basis maintain high visibility by patrolling and monitoring hallways, stairwells, restrooms, outside facilities and recreational areas, and all public or unsupervised areas of the Campus to ensure the safety and security of students, staff, and visitors.
11. Licensed and Commissioned Peace Officers may detain and/or arrest any individual, including students, staff, or visitors for a violation of criminal law, consistent with their training and the policy of their employing police agency and state law. The Campus principal shall be notified in advance, or as soon as reasonably possible, of any detention and/or arrest made by a Licensed and Commissioned Peace Officer on the school Campus.
12. Licensed and Commissioned Peace Officers shall ensure the security of the facility by making reasonably appropriate checks of the locked condition of the access points to the facility.
13. Licensed and Commissioned Peace Officers shall monitor the Campus security cameras on a reasonably appropriate basis to detect and respond to potentially suspicious or unusual circumstances.
14. Licensed and Commissioned Peace Officers shall monitor the movement and traffic flow of students through the hallways as reasonably appropriate to assist students in arriving on time for classes or to assigned locations. They will also monitor the lunch room as reasonably requested by the Campus Principal.
15. Licensed and Commissioned Peace Officers shall assist, when directed to do so, Campus administrative staff with the control and/or removal of disruptive or violent students utilizing verbal commands and/or reasonably appropriate force based upon factors including but not limited to the age of the student, the physical size of the student, and/or the nature of the behavior of the student. ***Licensed and Commissioned Peace Officers are not responsible for the administration or enforcement of student disciplinary actions.***
16. Licensed and Commissioned Peace Officers shall provide reasonably appropriate assistance to the Campus staff, other law enforcement personnel, and/or other

emergency first responders in responding to and/or handling emergency situations.

17. Licensed and Commissioned Peace Officers shall provide reasonable assistance to Campus visitors including directions and obtaining appropriate identification from visitors.
18. Licensed and Commissioned Peace Officers shall deny entry into the Campus to unauthorized visitors and shall direct them to exit the Campus facility and grounds.
19. Licensed and Commissioned Peace Officers shall ensure that unauthorized persons are not loitering on the Campus grounds.
20. Licensed and Commissioned Peace Officers shall notify the appropriate law enforcement agency for assistance if an incident occurs on Campus that is either beyond the scope of their employment as a security agent for the Campus or that exceeds their ability to respond appropriately.
21. Licensed and Commissioned Peace Officers shall offer recommendations to the Assistant Principal responsible for Campus security regarding any deficiencies in security issues that involve any potential dangerous or unusual circumstances.
22. Licensed and Commissioned Peace Officers shall make appropriate notifications, consistent with their sworn duties and state law, of evidence of substance abuse, child abuse, child neglect, severe medical conditions, or potential suicidal behavior; or individuals exhibiting objective physical symptoms of being under the influence of an alcoholic beverage or any controlled substance.
23. Licensed and Commissioned Peace Officers are not responsible for facility maintenance. However, Licensed and Commissioned Peace Officers may at their own discretion provide reasonable assistance to the Campus staff if providing such assistance does not interfere with their primary security duties.
24. Licensed and Commissioned Peace Officers shall ensure the confidentiality of Campus records and information regarding students and staff which the Licensed and Commissioned Peace Officer may come into possession of in the performance of its duties, and shall comply with legal constraints regarding the dissemination of that information.
25. Licensed and Commissioned Peace Officers should work with the Campus administration, especially the Campus principal or assistant principal(s), in a cooperative manner to develop pro-active strategies to prevent and/or mitigate potentially dangerous situation on the Campus.
26. Although the Licensed and Commissioned Peace Officers are not performing all the duties normally assigned to a trained School Resource Officer, specifically

mentoring and counseling, they should as much as reasonably possible strive to serve as a positive role model for student behavior and attitude.

27. Licensed and Commissioned Peace Officers shall be aware that any dispute that may arise between the Campus staff, students, or visitors regarding a Licensed and Commissioned Peace Officer's attitude or behavior will be resolved with consultation among Contractor's administration, the Campus administration, and a member or members of the District-level administrative staff appointed by the Superintendent. Resolution of the dispute may include removal of the Licensed and Commissioned Peace Officer from his/her assignment on the Campus at the sole discretion of the Superintendent or his/her designee. Licensed and Commissioned Peace Officers are not guaranteed a position on the Campus.
28. The Services shall be rendered in a professional manner consistent with quality security services, and in a manner that is courteous and polite to the public to the extent possible under the circumstances. The Services shall be rendered in accordance with applicable laws, rules and regulations.

**Addendum A to Services Agreement Between  
International Leadership of Texas and Tier One Holdings, LLC**

***(ADDENDUM TO TIER ONE SERVICES AGREEMENT DATED AUGUST 12<sup>TH</sup>, 2020)***

**1. COSTS:**

- Each TCOLE certified police officer will cost \$89,900 per school year paid monthly annualized over 12 months.
- Each year will have a 3% increase in this cost unless the contract is written for a five-year term. This was discussed and a five-year term was decided upon which will save the district approximately \$491,042 over the term of the five-year contract. The 3% adjustment will be made only during the third year of the five year contract for each TCOLE certified police officer that increases the cost to \$92,597 per school year paid monthly annualized over 12 months.
- Extra-Curricular hours will be billed in addition at a rate of \$40 per hour while most departments charge \$50-\$60 per hour.

**2. BILLING:**

- The customer will receive two separate invoices per month and will receive these invoices on or about the 15<sup>th</sup> of each month. The customer will pay the invoice no later than the 2<sup>nd</sup> of each month for the current month to be worked, essentially paying in advance for the given month. This is discussed in further detail in the service agreement. These invoices will be prorated during the phase in process discussed below.
  - Invoice #1 will be for police services which is essentially the total of \$89,900 per officer divided by 12 months until the third year as discussed above when the cost increases to \$92,597.
  - Invoice #2 will be for extra curricular coverage at \$40 per hour. Each campus that has this coverage for any given month will have its own line item in the invoice with the number of hours x \$40.

**3. PHASED APPROACH:**

- It is estimated that there are 20 campuses that need coverage for 2020-2021 school year.
- In the short term, the two campuses at College Station will be exempted from this contract due to College Station Police off duty officer coverage. This can be easily be added to the contract at any time. The bill rate will be prorated as determined by the starting month and end month of the given school year in which these two campuses are added.
- The estimated additional 18 campuses will be contracted by Tier One and designated law enforcement agency and staffed through as phased in process with a timeline of 60-90 or sooner when possible.
  - Tier One would like to do a phased in approach which equates to attempting to find high quality officers at an estimated a rate of five per month. If Tier One is able to contract more than five, we will notify ILT to discuss placement.
  - Tier One will provide ILT a 30-day notice that an officer is available and ready to start. This notice allows ILT's current vendor, ASG Security, a transition period for their employees to be reallocated or provided a potential opportunity with Tier One.
  - If ASG Security fails to maintain staffing during the transition phase, Tier One may fill the vacant police officer position of the campuses in question sooner than

Initials \_\_\_\_\_

- 30 days based upon officer availability. The intent is to cover campuses quickly should ASG Security be unable to staff effectively due to non-renewal of contract.
- Note as stated previously that the bill rate will be prorated as determined by the starting month of the given school year in which each officer is added.
  - ILT plans on adding an estimated 2 campuses per year until they get to 27 campuses. Tier One will accommodate as many campuses as ILT adds with proper communication and reasonable expectations in regard to length of time it takes to fill those positions. The cost for these police officers will be the same as all others in the contract and addendum.

**CUSTOMER**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**SERVICE PROVIDER**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Initials \_\_\_\_\_