



## STATEMENT OF WORK Joffe Emergency Services, Security Division

**Community Name:** Palisades Charter High School

**Community Contact(s):** Don Parcell, Director of Operations, 15777 Bowdoin St, Pacific Palisades, CA 90272

**Contract Term:** Subject to the termination provisions herein, this Agreement shall remain in full force and effect from July 1, 2019 (start date can be sooner if desired) to June 30, 2022. Three-year contract with annual increases capped at a rate of \$1/hour/person/year.

**Payment Terms:** Services to be billed monthly in advance with weekly (Mon thru Sun) hour's approval and monthly or quarterly true-ups provided.

**Total Estimated Contract Price for three (3) years:** \$729,936

- 2019-2020 School Year: \$234,048
- 2020-2021 School Year: \$243,312
- 2021-2022 School Year: \$252,576

Joffe agrees to provide the following services to Client:

- 5 School Safety Officers during regular/faculty school days Mon-Fri (unarmed, posted and patrolling (interior and exterior perimeter) and providing security during pick up and drop off for students and school staff)
- 1-2 School Safety Officers weekends, holidays and non-regular/faculty weekdays (unarmed, posted and patrolling (interior and exterior perimeter) and providing security during pick up and drop off for students and school staff)

Joffe's Office Safety Officers are:

- A uniformed, pleasantly authoritative presence at post
- Trained continuously on observe and report, how to de-escalate situations and communicate effectively
- A welcoming first face for members of the community.
- Responsible, reliable, alert, engaged and punctual
- Charged with management of entry/exit as well as ongoing sign-in protocols
- Available to assist with drop off, pick up, and traffic management
- Able to write Incident Reports and Daily Activity Reports so security information is maintained/recorded
- Trained in CPR/AED, First Aid, and Emergency Preparedness
- Trained in Incident Command System Response protocols, techniques, and other life skills that support their development as officers and citizens
- Trained regularly on how to identify students, parents, or community members in distress and share that information with an appropriate Palisades Charter High School partner (Note: Specific person to be determined by Palisades Charter High School Leadership Team)
- Ongoing communication and awareness between Joffe Security Team and Palisades Charter High School Leadership Team of relevant security issues and threats
- Committed to your school community



Billing Information:

- School Safety Officer(s) as described above
- Estimated Annual Billing
  - **Year 1: \$234,048** (based on regular hourly rate of \$25/hr. and hours as defined on the following page)
  - **Year 2: \$243,312** (based on regular hourly rate of \$26/hr. and hours as defined on the following page)
  - **Year 3: \$252,576** (based on regular hourly rate of \$27/hr. and hours as defined on the following page)
- Contract pricing is based on regular Officer Security Services provided on an hourly basis at a rate of \$25/hr. in the first year with annual increases of \$1 per hour (i.e. 2020-21 school year pricing is \$26/hr., 2021-22 pricing is \$27/hr. etc.) If overtime, double time or holiday coverage is required, those hours are billed as follows:
  - Overtime is \$10 additional/hr.
  - Double time is \$17 additional/hr.
  - Holiday Time is \$17 additional/hr.

- **Projected Schedule for Officer Coverage at Palisades Charter High School**

*All hours below will be billed at the applicable regular hourly rate unless otherwise specified*

- **(180) Regular School/Faculty Days with Coverage from 7:00am - 11:30pm**
  - 40 hours of coverage. 5 Officers (each working an 8 hour shift)
  - Schedule includes
    - 1 Officer 6:00am - 2:30pm
    - 2 Officers 7:00am - 3:30pm
    - 1 Officer 9:30am - 6:00pm
    - 1 Officer 3:00pm - 11:30pm
- **(69) Non-Student and Non-Faculty Days with Coverage from 3:00pm - 11:30pm**
  - 1 Officer (8 hours) per day - 1 @ 3:00pm-11:30pm
- **(104) Weekend Days with Coverage from 7:00am - 7:00pm (sometimes until 11:00pm for events)**
  - 1-2 Officers (6-8 hour shifts) - 1 @ 7:00-3:30, 1 @ 3:00-Close
  - Note: this assumes that there is only one officer on at any given time
- **(12) Holidays with Coverage from 7:00am - 7:00pm**
  - 1-2 Officers (6-8 hour shifts) - 1 @ 7:00-3:30, 1 @ 3:00-Close
  - Note: this assumes that there is only one officer on at any given time
  - These hours billed at the Holiday Rate
- **Miscellaneous Hours**
  - 80 Hours for Principal's Discretionary Needs
  - 40 Hours for Weekend Event Overages



- **2019-20 School Year Estimated Annual Total: \$234,048 for 365 days**
  - \$180,000 for 180 Regular School/Faculty Days
  - \$13,800 for 69 Non-Student and Non-Faculty Days
  - \$31,200 for 104 Weekend Days
  - \$6,048 for 12 Holidays
  - \$3,000 for Miscellaneous
- *Parking spaces for all on-duty guards to be provided by Palisades Charter High School.*
- Additional officers and coverage will be provided on request at the same regular hourly billing rate

*This Statement of Work is subject to all terms and conditions of the Joffe Emergency Services Master Services Agreement (MSA) attached as Exhibit A. In the event of a conflict between the terms of this Statement of Work and the MSA, the terms of this Statement of Work shall control.*

Joffe Emergency Services,  
a California corporation

\_\_\_\_\_

By:  
Name: Chris Joffe  
Title: Chief Executive Officer

By: \_\_\_\_\_  
Name: Don Parcell \_\_\_\_\_  
Title: Director of Operations

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

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



## **Exhibit A**

### **Joffe Emergency Services Master Services Agreement**

This Master Services Agreement ( "Agreement") is made effective as of the date indicated on the Statement of Work, by and between client (indicated on the Statement of Work) ("Client"), and Joffe Emergency Services, a California corporation ("Joffe").

#### **Recitals**

Joffe is an all-in-one provider of expert emergency response training, event safety, and security services for individuals, schools, non-profits, small businesses, and corporations (the "Services").

Client desires to retain Joffe to perform the Services described in the Statement of Work and Joffe desires to be engaged to provide the Services, all pursuant to the terms and conditions set forth herein.

Now, therefore, in consideration of the foregoing recitals, which are hereby incorporated by this reference, the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

**1. ENGAGEMENT AND DESCRIPTION OF SERVICES.** Client hereby engages Joffe to perform the services set forth in one or more Statements of Work.

**2. CLIENT RESPONSIBILITIES.** Client agrees to the Client Responsibilities and Support Services specified in one or more Statements of Work.

**3. PERFORMANCE OF SERVICES.** The manner in which the Services are to be performed will be controlled by Joffe in collaboration and consultation with the Client. The specific hours to be worked by Joffe shall be determined by the Statement of Work, pending approval from Client, and be no more than stated in the relevant Statement of Work. If Client requests additional coverage hours, such support will be available for additional fees in accordance with the terms as defined in the Statement of Work. Excluding emergency situations, Client will be notified in advance of any potential overages.



**4. PAYMENT TERMS.** Client shall pay Joffe for the Services as set forth in the applicable Statement of Work.

**5. EXPENSE REIMBURSEMENT.** Joffe shall be entitled to reimbursement from Client for all "out-of-pocket" expenses (excluding day-to-day travel) but only with written pre-approval from the contact designated in the most recent Statement of Work ("Client Contact") except in the event of an Emergency, in which case no written pre-approval is required.

**6. NEW PROJECT APPROVAL.** Joffe and Client recognize that Joffe's scope of services may include working on various projects for Client. Except in the event of an Emergency, the parties shall enter into a new Statement of Work prior to Joffe's provision of Services for a new project.

**7. JOFFE STAFF.** Joffe's employees and independent contractors ("Joffe Staff") who perform services for Client under this Agreement shall also be bound by the provisions of this Agreement. As relevant to the location where Services are to be performed, Joffe shall comply with the provisions of California Education Code section 45125.1 regarding the submission of fingerprints of Joffe Staff to the California Department of Justice and the completion of criminal background investigations for any individual providing Services under this Agreement at such locations. At the request of Client, Joffe shall provide adequate evidence of any required certifications for Joffe Staff. Joffe will be able to demonstrate that all staff at the location have completed background checks, guard cards, SB1626s, appropriate and recent TB tests and any other reasonable requirements as defined by the Client.

**8. INSURANCE.** Joffe shall secure and maintain Commercial General Liability Insurance that shall protect Joffe from all claims of bodily injury, property damage, personal injury, death, other injury, and medical payments arising from Services performed under this Agreement. Joffe's insurance shall name Client and Client's Board of Trustees as additional insureds. To the extent injuries to Joffe Staff are or would be covered by insurance that is customary and necessary in the ordinary course for a provider of the Services, Joffe waives any rights to recovery from Client for any injuries that Joffe (and/or Joffe Staff) may sustain while performing services under this Agreement that are a result of the negligence or intentional misconduct of Joffe or Joffe Staff, except to the extent such injury is caused by Client's gross negligence, or intentional misconduct.



**9. INTELLECTUAL PROPERTY.** All intellectual property rights owned by either party hereto prior to or independent of this Agreement, shall remain the sole property of such party, and nothing in this Agreement shall confer in the other party any title to or, except as necessary for the provision of the Services hereunder, right to use such intellectual property. Except as otherwise agreed by the parties in writing or set forth in a Statement of Work, all intellectual property created in the provision of the Services by Joffe shall be the sole property of Joffe. A Post Duties and PCHS Guard Duties Policies & Procedures document to be created/completed jointly by Client and Joffe and for Client to have unlimited and perpetual use rights of said document without cost to Client.

**10. CONFIDENTIAL INFORMATION.** “Confidential Information” may include, but is not limited to medical and health information, business plans, financial statements, banking information, security plans, event planning documents, historical records of incidents, insurance and legal records, and personally identifiable information of Client and Client’s employees and others who Client is entrusted to protect. Joffe will hold all Confidential Information in trust and confidence, and will not use, disclose, communicate, convey, or allow this information to be used, disclosed, communicated, or conveyed, either directly or indirectly, except as may be necessary in the performance of the Services or in meeting regulatory requirements associated with the Services. Joffe understands that unauthorized disclosure could be damaging to Client. Joffe will not allow unauthorized persons to inspect or have any unauthorized access to any Confidential Information, and will report unauthorized access to Client as soon as Joffe becomes aware of it. Joffe will not remove any Confidential Information or records containing Confidential Information from Client, unless authorized to do so, and will return such records to Client upon request. This provision will survive the effective termination or expiration date of this Agreement.

**11. RELATIONSHIP OF PARTIES.** It is understood by the parties that Joffe and Joffe Staff are independent contractors with respect to Client and not an employee, officer, or agent of Client. Joffe’s services are not a part of Client’s usual business operations. Client will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of Joffe Staff. Joffe agrees to defend, indemnify and hold Client harmless for any wage claims made by Joffe Staff. Nothing herein shall be construed to create a partnership, joint venture, or employment relationship between the parties.

**12. LIMITED WARRANTY AND DISCLAIMER OF REPRESENTATIONS AND WARRANTIES.** Joffe shall provide the Services in accordance with the Statement of Work and in a professional and workpersonlike manner. Joffe makes no other representations or warranties, whether written, oral, express or implied, with respect to the Services, and hereby disclaims any other express or implied warranties.



**13. LIMITATION ON LIABILITY.** Except for a party's indemnity obligations pursuant to this agreement, in no event shall either party be liable for any special, indirect, consequential or incidental damages arising out of this agreement or otherwise, regardless of whether such party had notice of the possibility of any such loss or damage. Except in the event of Joffe's negligence, gross negligence or willful misconduct, Joffe shall not be liable to Client, for any amounts, in the aggregate, in excess of the greater of (a) the fees paid by Client to Joffe in the twelve (12) months prior to the claim and (b) the amounts paid pursuant to Joffe's applicable insurance policies. Nothing in this Section 13 is intended to limit amounts payable by the insurer(s) under Joffe's insurance policies. Client acknowledges and agrees that Joffe would not enter into this Agreement for the consideration given by Client but for the limitations of liability and damages contained in this Section 13, and the right to receive the Services for the limitations in this Section 13 and the other consideration given by Client for the Services constitute a bargain that is fair and reasonable.

**14. INDEMNIFICATION.** Client, to the fullest extent provided by law shall indemnify, defend and hold Joffe and its officers, directors, shareholders, independent contractors, affiliates, employees, and agents (collectively, the "Joffe Parties") harmless from and against all claims, liabilities, demands, causes of action, losses or damages (including without limitation all liability for personal injury, property damage or commercial loss) and all costs and expenses (including without limitation attorneys' fees) (collectively, "Losses") incurred in connection therewith that may be asserted against or incurred by any of the Joffe Parties in connection with Joffe's provision of the Services or any other services to or for the benefit of Client, except to the extent such claim, injury or loss is caused solely by Joffe's negligence, gross negligence or intentional misconduct or Joffe's breach of this Agreement. Joffe shall indemnify, defend and hold Client and its officers, directors, independent contractors, affiliates, employees and agents (collectively, the "Client Parties"), harmless from and against all claims, liabilities, demands, causes of action, losses or damages (including without limitation all liability for personal injury, property damage or commercial loss) and all costs and expenses (including without limitation attorney fees) (collectively "Losses") incurred in connection therewith that may be asserted against or incurred by Client in connection with (a) except as set forth in Section 8, Joffe's provision of the Services or any other services to or for the benefit of Client, except to the extent such claim, injury or loss is caused solely by Client's gross negligence or intentional misconduct or (b) Client's breach of this Agreement. This provision will survive the termination or expiration of this Agreement.



**15a. NON-SOLICITATION.** Client covenants that they will not offer or solicit employment to Joffe Staff who were involved in performing the Services, during the term of this Agreement and for a period of two (2) years from the date of termination or expiration of this Agreement, provided that the foregoing shall not prohibit any general solicitation not targeted at such employees directly and any hire or termination resulting from such general solicitation. The parties agree that in the event Client hires an employee of Joffe in breach of this Section 15a, the resulting actual damages to Joffe would be costly, and extremely difficult and inconvenient for the parties to determine. Client also acknowledges that Joffe has expended a large amount of effort, resources and training in connection with developing its employees' skills and that replacing employees is difficult and expensive. Therefore, the parties agree that in addition to Joffe's right to any available equitable remedy, Client shall pay to Joffe liquidated damages in the amount of 150% of the employee's annual salary, for each employee of Joffe hired by Client. The parties agree that the amounts stated herein as liquidated damages are fair and reasonable under the circumstances existing as of the date of this Agreement.

**15b. NON-SOLICITATION.** Joffe covenants that they will not offer or solicit employment to Client security guard or campus aid staff ("Security Staff") during the term of this Agreement and for a period of two (2) years from the date of termination or expiration of this Agreement, provided that the foregoing shall not prohibit any general solicitation not targeted at such employees directly and any hire or termination resulting from such general solicitation. The parties agree that in the event Joffe hires any Security Staff of Client in breach of this Section 15b, the resulting actual damages to Client would be costly, and extremely difficult and inconvenient for the parties to determine. Joffe also acknowledges that Client has expended a large amount of effort, resources and training in connection with developing its Security Staff's skills and that replacing them is difficult and expensive. Therefore, the parties agree that in addition to Client's right to any available equitable remedy, Joffe shall pay to Client liquidated damages in the amount of 150% of the Client's Security Staff's annual salary, for each Client Security Staff hired by Joffe. The parties agree that the amounts stated herein as liquidated damages are fair and reasonable under the circumstances existing as of the date of this Agreement.





**16. TERM AND TERMINATION.** This Agreement shall be in effect through the dates outlined in the Statement of Work, provided that Joffe shall not provide Services until the Start Date. This agreement enables either party to terminate this Agreement without cause upon sixty (60) days' written notice at any time. All non-renewals or termination notices to be done by informing the other party in writing at the addresses for notice set forth in Section 17. Either party may immediately terminate this Agreement upon a material breach of this Agreement, provided that it provides written notice of the facts constituting the material breach to the other party. In the event Joffe terminates this Agreement for a material breach by Client, all funds paid to Joffe shall be deemed earned and Joffe shall retain all such funds and have no requirement to provide further Services. In the event Client terminates this Agreement for a material breach, Joffe shall refund a prorated amount of the funds paid to it under this Agreement.

**17. NOTICES.** All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person, by email or deposited in the United States mail, postage prepaid, and certified, addressed as follows:

To Joffe:

Support@JoffeEmergencyServices.com

P.O. Box 7125 Santa Monica CA, 90406

To Client:

The Client address or email contact provided on the Statement of Work

**18. ENTIRE AGREEMENT.** This Agreement, including the Statements of Work executed by both parties, contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

**19. AMENDMENT.** This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

**20. SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.



**21. WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

**22. ARBITRATION.** To the fullest extent provided by law, all disputes concerning the interpretation, validity, or performance of this Agreement or any of its terms and provisions, including without limitation, the issue of whether or not a dispute is arbitral, shall be resolved by binding arbitration. The parties shall submit such dispute for binding arbitration before a retired judge selected from JAMS, Inc. or any similar organization mutually acceptable to the parties. The parties shall mutually agree on one (1) arbitrator from the list provided by the arbitrating organization; provided that if the parties cannot agree, then each party shall select one (1) arbitrator from the list, and the two (2) arbitrators so selected shall agree upon a third arbitrator chosen from the same list, which third arbitrator shall determine the dispute. The arbitration shall take place in Los Angeles County, California, and shall be conducted in accordance with the then prevailing rules of the arbitrating organization. The parties shall have all rights for depositions and discovery as provided under the rules of the selected arbitration organization. The arbitrator shall apply California law to the proceeding. The arbitrator shall have the power to grant all legal and equitable remedies including provisional remedies and award compensatory damages provided by law, but the arbitrator may not order relief in excess of what a court could order. The arbitrator shall prepare and provide the parties with a written award including factual findings and the legal reasoning upon which the award is based. The arbitrator may award the prevailing party all reasonable attorneys' fees, expert witness fees, and other litigation expenses, expended or incurred in such arbitration or litigation, unless the laws related to the claim that the party prevailed on preclude a court from awarding attorneys' fees and costs to the prevailing party. Any court having jurisdiction may enter judgment on the award rendered by the arbitrator, or correct or vacate such award as provided by applicable law. The parties understand that by agreeing to binding arbitration, they are giving up the rights they may otherwise have to trial by a court or a jury and all rights of appeal, and to an award of punitive or exemplary damages. The application for or enforcement of any provisional remedy by a party shall not operate as a waiver within the agreement to submit a dispute to expedited binding arbitration.



**23. APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of California.

**24. ATTORNEYS' FEES.** Each party shall bear its own arbitration or litigation costs and expenses, including all attorneys' fees.

**25. SUCCESSORS AND ASSIGNS.** This Agreement and each of its provisions shall be binding upon and shall inure to the benefit of the parties hereto and their respective administrators, successors, and assigns.

**26. ASSIGNMENT.** Neither party may assign this Agreement or any right or obligation hereunder without the prior written consent of the other party; provided, however, in the event of any sale of all or substantially all of the assets or stock, or a merger, consolidation, conversion or other reorganization involving a party, any successor to such party shall succeed to all of such party's rights and obligations under this Agreement, without the necessity of the consent of the other party.

**27. COUNTERPART EXECUTION.** "Joffe" and "Client" signature on the Statement of Work shall bind Joffe and Client to this Master Services Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.