

SERVICE AGREEMENT

This agreement is made this 26 day of April, 2019, between UNISERVE FACILITIES SERVICES CORPORATION ("Contractor") and PALISADES CHARTER HIGH SCHOOL ("Customer").

1. **SERVICES.** Contractor will provide those services listed in the Scope of Work portion of this proposal. Contractor and Customer may modify the scope of the Scope of Work & Staffing from time to time upon their mutual agreement. Contractor shall have supervisors on call 24 hours a day, seven days a week. Qualified, trained and experienced personnel will direct all work.

2. **TERM.** This agreement shall be in effect "July 1st, 2019 through June 30th, 2020 and shall be renegotiated each "June" prior to City of L.A. Min. Wage Ordinance #183612, annual July 1st increase (attached) and mutually agreed to, if not terminated in accordance with this agreement ("Term").

3. **CHARGES.** Customer shall pay Contractor in accordance with selected Cost Proposal. Contractor shall have the right to change its price charged to Customer, upon ninety days (90) prior written notice to Customer. Payment shall be due within Thirty days after presentation of an invoice. Any payment not made in a timely manner shall accrue interest at a rate of one and one-half percent (1.5%) per month.

4. TERMINATION.

a. Customer may terminate this agreement on thirty days prior written notice:

i. If the Customer is materially dissatisfied with the quality of Contractor's service, and Customer has given Contractor written notice of the nature and specifics of Customer's dissatisfaction, and Contractor has not remedied the cause of the dissatisfaction within a thirty day period;

ii. If Contractor has increased its prices to Customer, provided Customer gives notice of intent to terminate due to the price increase within thirty days, and provided further, Contractor has not agreed to revoke its announced price increase with said thirty day period;

iii. If the premises are destroyed and Customer vacated the premises and does not intent to restore or rebuild the premises;

iv. If the Customer is no longer legally occupying or using the premises, upon Customer's vacating the premises.

b. Contractor may terminate this agreement with a Thirty Day notice for non-payment.

c. Either party may terminate this agreement on not less than sixty days written notice prior to the end of any Term.

5. **INDEMNIFICATION.** Contractor shall indemnify and hold Customer harmless from claims for injury, death and property damage due to negligent acts and omissions of Contractor, its agents and employees which arise out of the work performed under this agreement. Contractor shall not be liable for delay, loss or damage to the extent caused by warfare, riots, strikes, boycotts, criminal acts, acts or omissions of others, fire, water damage, natural calamity, or causes beyond Contractor's reasonable control. Contractor will not be liable for any lost profits, lost savings, incidental damages or economic or consequential damages, even if Contractor has been advised of such damages. Customer agrees to keep its facilities in a safe condition and in conformance with federal, state and local laws, ordinances and regulations. Contractor shall not be liable for disposal of documents or valuable items, other than office furnishings, left on floors, and Customer shall indemnify and hold Contractor harmless from claims, including workers' compensation claims, resulting from the condition of any premises or equipment belonging to or occupied by Customer.

6. **INSURANCE.** Contractor shall maintain Comprehensive Bodily Injury, Property Damage and Liability and Compensation Insurance during the Term. In addition, Contractor shall cover each of its employees under a blanket fidelity bond.

7. **INDEPENDENT CONTRACTOR.** Contractor (UNISERVE) shall be an independent contractor. Nothing in this agreement shall be construed to interfere or otherwise affect the rendering of services by Contractor in accordance with its independent and professional judgment. Contractor shall be responsible for its own payroll, FICA, FUTA, SDI, Federal and state withholding taxes and any and all other taxes relating to the services and shall indemnify and hold Customer harmless for any of the above-described taxes.

8. REPRESENTATION AND WARRANTIES. Each person signing this agreement represents and warrants as follows:

- a. The party has full authority and the right to enter into this agreement.
- b. The party has read the agreement carefully and understands the contents and legal effect of each provision of the agreement.

9. MISCELLANEOUS. This Agreement shall bind and inure to the benefit of the successors, assigns, personal representatives, heirs and legatees of the representative parties hereto. This agreement may be amended at any time by the written agreement of the parties hereto. The prevailing party in any action brought to enforce or interpret this Settlement Agreement shall be entitled to recover its attorneys' fees and costs in addition to any other relief granted. All notices shall be in writing delivered either in person or postage pre-paid, certified return receipt requested to the parties at their addresses set forth below, subject to written notice of any change.

10. SUPPLIES AND EQUIPMENT. Contractor will furnish all of the janitorial supplies, chemicals and equipment necessary to perform the work described in the Work Specifications, excluding Annual strip/wax of floors. Client to furnish all disposable supplies such as paper towels, toilet tissue, toilet seat covers, hand soap, deodorants and plastic trash liners, also for Summer Stripping of all floors client to provide chemicals to include stripper, wax and stripping pads.

Approved and Accepted

PALISADES CHARTER HIGH SCHOOL

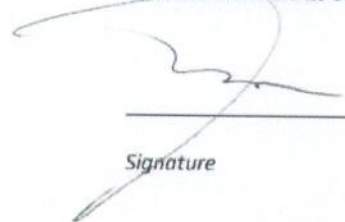
Signature

Date

Pam Magee Executive Director

Print Name *Title*

UNISERVE FACILITIES SERVICES CORPORATION



_____ 4-26-19

Signature

Date

Anthony M. Santana, Chief Operating Officer

Print Name *Title*

PCHS 2019-2020 School Year Cost
OPTION "3" COST - SUBMITTED BY UNISERVE CORP.

Mo.	Year	UNISERVE Cost	Credits	Mo. Net Billing	Comments
Jul	2019	\$ 37,709.96	\$ 4,447.84	\$ 33,262.12	184.0 hrs. Credit 1 FTE's less full month 72.0 hrs. Credit Admin. Day
Aug	2019	\$ 37,709.96	\$ 3,094.15	\$ 34,615.81	56.0 hrs. Credit no PM worker
Sep	2019	\$ 37,709.96		\$ 37,709.96	
Oct	2019	\$ 37,709.96	\$ 1,740.46	\$ 35,969.50	72.0 hrs. Credit Yom Kippur
Nov	2019	\$ 37,709.96	\$ 5,221.38	\$ 32,488.58	72.0 hrs. Credit Veteran's day 144.0 hrs. Credit - No PM shift 3 days
Dec	2019	\$ 37,709.96	\$ 5,221.38	\$ 32,488.58	72.0 hrs. Credit Xmas Eve; 72.0 hrs. Off 12/23, 72.0 hrs. Credit New Years Eve
Jan	2020	\$ 37,709.96	\$ 1,740.46	\$ 35,969.50	72.0 hrs. Credit MLK;
Feb	2020	\$ 37,709.96	\$ 1,740.46	\$ 35,969.50	72.0 hrs. Credit Presidents Day
Mar	2020	\$ 37,709.96		\$ 37,709.96	
Apr	2020	\$ 37,709.96	\$ 6,381.69	\$ 31,328.27	72.0 hrs. Credit Cesar Chavez
May	2020	\$ 37,709.96		\$ 37,709.96	192.0 hrs. Credit 4 days No PM Crew
Jun	2020	\$ 37,709.96	\$ 2,900.77	\$ 34,809.19	120.0 hrs. Credit 1 FTE's less 6/10-6/30
Annual Total		\$ 452,519.52	\$ 32,488.59	\$ 420,030.93	Janitorial Staff
Weekend Staff Mo.		\$ 1,671.73	Annual Cost	\$ 20,060.76	Weekend Staff
				\$ 440,091.69	Grand Total Annual Cost