



## SECURITY SERVICES AGREEMENT

THIS CONTRACT FOR SECURITY SERVICES (this "agreement") is made effective on this 4<sup>TH</sup> day of October 2022, by and between LOS ANGELES EXECUTIVE SECURITY GROUP, INC., a licensed corporation under the State of California with its principal place of business located at 3756 SANTA ROSALIA DR #C-524 LOS ANGELES CA. 90008 (hereinafter called) "LAESG", and the TEACH Public Schools (hereinafter called)"CLIENT", located at 10600 S. Western Ave Los Angeles, CA 90047 (hereinafter called the "Client").

### RECITALS

WHEREAS, LAESG is engaged in the business of providing security services, its Employer Tax ID Number is 46-5173767 and its State of California Bureau of Security and Investigative Services, PPO license number 15661. Los Angeles Executive Security Group has complied with all Federal, State, and local laws and legal requirements of any kind that may be required to carry out business and provide Services to be performed as an independent LAESG, pursuant to this agreement, and in the State of California.

WHEREAS, the Client desires to engage the services of Los Angeles Executive Security Group and wishes to accept such engagement on the terms set forth in the AGREEMENT below;

NOW, therefore, in consideration of the above recitals, and the mutual promises and conditions contained in this agreement, the Parties, intending to be legally bound, hereby agrees as follows:

### AGREEMENT

1. DESCRIPTION OF SERVICES: LAESG shall provide uniformed community crosswalk safety personnel who are trained in crosswalk safety. All personnel shall perform such tasks as reasonably requested by the Client that are consistent with post orders and within the State of California All personnel shall remain employees of LAESG. The principal service location, duties, and the hours of duty shall be mutually agreed upon by the Client and LAESG.
2. PRINCIPAL LOCATION: The principal location(s) of these Services shall be as follows: TEACH Elementary School (K-4) 8505 S Western Ave LA CA 90047, TEACH Academy of Technology (5<sup>th</sup> – 8<sup>th</sup>) 10045 S Western Ave LA CA 90047, and TEACH Tech Charter High School 10616 S Western Ave. LA CA 90047 (herein referred to as the "Property").
3. DUTY HOURS: SEE ATTACHMENT FOR DETAILED SERVICES HOURS
4. PAYMENT FOR SERVICES: The client shall, upon receiving an invoice from LAESG, pursuant to section 4 make payments in the agreed manner by company check, or cash payable to LOS ANGELES EXECUTIVE SECURITY GROUP. Such payment shall be made bi-weekly, DUE UPON RECEIPT from the date of invoice. LAESG will bill the client at \$24.50 per hour. SERVICE RETAINER of \$3,062.50 must be paid upon execution of this agreement. The service retainer will be applied to the final invoice upon termination of this contract.
  - 4.1 HOLIDAY PAY: On the following Holidays – New Year's Day, Independence Day, Thanksgiving Day, and Christmas Day client will be billed time and a half on these days.
  - 4.2 INVOICING & LATE PAYMENT POLICY: Invoices will be submitted bi-weekly by LAESG for payment by the Client. Payment is due net thirty (30) days from the date of invoice.
  - 4.3 NON-PAYMENT & LATE PAYMENTS: The Client is responsible for all fees and costs incurred in the collection process.
5. LAESG RESPONSIBILITIES: LAESG is an independent contractor. All personnel are employees of LAESG and LAESG is responsible for all wages, taxes, unemployment benefits, social security, uniforms, and any other payments which

employers normally are required to pay on behalf of their employees. LAESG agrees to hold the Client harmless for any payment thereof.

6. **EQUIPMENT:** LAESG shall provide the following equipment for LAESG's use while performing Services.
7. **TERM:** This agreement shall remain in full force and effect for a period of one year and will automatically renew annually thereafter, unless cancelled by either the CLIENT or LAESG in a writing at least thirty (30) days before the end of the original term or any renewal term.  
  
LAESG or the CLIENT will have the option to terminate this contract given fifteen (15) day notice if terms and conditions outlined in this contract are not upheld from either party.
8. **CONFIDENTIALITY:** LAESG agrees not to use or disclose any information it receives from the Client under this Agreement that has been identified as confidential or believed to be of a confidential nature. Client also agrees not to disclose information about LAESG to any person or organization without the written consent of a LAESG official.
9. **NONDISCRIMINATION:** LAESG shall provide personnel without regard to race, color, creed, sex, age, or national origin.
10. **REMEDIES:** In addition to all legal rights a party may have by law, if a party defaults by failing to substantially perform any provision, term, or condition of this agreement (including without limitation to the failure to make monetary payment when due), the other party may terminate this agreement by providing a written notice by certified mail to the defaulting party. It is further understood and agreed that the Client or LAESG has right to cancel this agreement at any time without penalties when thirty (30) days written notice given and sent by certified mail.
11. **RECRUITING LAESG EMPLOYEES:** The Client agrees not employ or hire, directly or indirectly, any person who is an employee of LAESG or any person who has been employed by LAESG, for a period of One (1) year after the termination of this agreement.
12. **WARRANTY:** LAESG shall provide its Services and meet its obligations under this agreement in a timely and workman like manner, using knowledge and recommendations for performing the Services which meet or exceed like industry standards in the State of California. LAESG shall not be held responsible for acts of God, riot, or civil turmoil, hurricanes, or war or any event that is beyond reasonable control by LAESG.
13. **GOVERNING LAW AND ASSIGNMENT:** This contract is construed and governed by the law of the State of California. This contract cannot be assigned or transferred without written consent of both parties.
14. **INDEPENDENT CONTRACTOR:** LAESG is an independent contractor and not an employee or agent of the client. LAESG shall select its own employees, agents or servants and such employees, agents or servants shall be and act under the exclusive and complete supervision and control of LAESG. LAESG hereby acknowledges its responsibility for (i) all federal, state, and local withholding taxes, payroll taxes and other employment taxes; (ii) any contributions required by unemployment insurance laws; and (iii) full payment of the wages, employee benefits (including pension, welfare, and vacation benefits) and all other compensation of all employees, agents or servants engaged by LAESG in the performance of this Agreement. For purposes of compliance with the requirements of the Occupational Safety and Health Act, as amended, the Services performed for Client shall be deemed entirely within LAESG's responsibility. LAESG shall take all necessary precautions for the safety of its employees, agents, servants and LAESG.
15. **ADVERTISING:** LAESG shall not use the Client's name or refer to the Client directly or indirectly in any advertising or release to any professional or trade publication without receiving the Client's specific prior written approval for such use or release.
16. **INDEMNITIES:** The Services provided under this Agreement are solely for the benefit of the Client, and neither this Agreement nor any Services rendered hereunder confer any rights on any other third-party beneficiary, or otherwise. LAESG agrees to indemnify, defend, and hold harmless the Client, its officers, agents, employees, and directors from all liability, loss, costs, attorneys' fees, and other expenses which may be sustained or incurred by reason of, or in consequence of LAESG's acts, omissions, or activities, willful misconduct, or other activities including those of third parties contracted or engaged by the LAESG. Client agrees that LAESG is not an insurer and the amounts payable hereunder are based upon the value of Services offered and not the value of the Client's interests being protected or the property of the Client or of others located on the Property. Accordingly, LAESG undertakes no liability to Client and makes no representation or warranty, express or implied, that its Services will prevent theft or their consequences that result in loss or damage.

Client agrees that LAESG shall not be liable for failure to perform its Services under this Agreement due to any "act of God" or cause beyond LAESG's reasonable economic control.

17. COMPLIANCE WITH LAWS: In the performance of this agreement, LAESG agrees to abide by all present and future laws, codes, ordinances, rules, or regulations of federal, state, or municipal governments or instrumentalities having jurisdiction. LAESG shall obtain, at its sole cost and expense, and keep current all licenses, permits, tax stamps and other documents which are required by laws, rule, or regulation and which are necessary perform the Services request.
18. DAMAGE AND REPAIRS: LAESG shall promptly repair and/or replace, at its own cost and expense, any damage to, or loss of, property caused by its agents, servants, LAESG or employees, which repairs, or replacements shall be made to the satisfaction of the Client.
19. INSURANCE: LAESG shall, during the entire term of this Agreement, and at its sole cost and expense, maintain insurance as set forth below and shall deliver to the Client certificates of insurance in a form satisfactory to the Client concurrently with the Execution of this Agreement. LAESG shall also deliver to the Client certificates of insurance or renewals thereof at least ten (10) days before the expiration of any such policies: (a) Commercial General Liability Insurance against bodily injuries and death and property damage with a combined single limit of not less than \$1,000,000 per person and \$1,000,000 per occurrence. (b) Worker's Compensation Insurance as required by law and Employer's Liability Insurance with limits of \$1,000,000. **c) Umbrella liability insurance in the amount of \$5,000,000 per occurrence. d) Comprehensive automobile liability insurance.** All LAESG's insurance coverage must be written on policies in form and substance, with deductibles, and issued by licensed carriers, acceptable to the Client in all respects. The policies or certificates of insurance to be provided by LAESG pursuant to this Section shall name the Client as additionally insured and shall be endorsed to provide that such policies shall not be materially changed or cancelled without prior written notice to the Client. Neither LAESG nor the insurer shall in any event assert against the Client any right of subrogation for any injuries or damages due to negligence or otherwise and each hereby waives such right; and the policies of insurance to be provided by LAESG shall be endorsed to provide that the insurer waives all rights of subrogation. LAESG agrees that the provisions set forth hereinabove shall be imposed upon, assumed, and performed by each of its sub-contractors, if any.

IN WITNESSES WHEREOF, the parties hereto, intending to be legally bound by this Agreement and set their hands this \_\_\_\_ day of \_\_\_\_ 2022.

CLIENT(Principal/Designee):

LAESG:

Signature: \_\_\_\_\_

\_\_\_\_\_

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

Tashaka Starwell

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

Vice President, Operations

Address: \_\_\_\_\_

3756 Santa Rosalia Dr. # C-524 Los Angeles Ca.

Phone: \_\_\_\_\_

(323) 903-5059 Extension: 304

Fax: \_\_\_\_\_

(310) 496-1927

Email: \_\_\_\_\_

tstarwell@LAESG.org

