



## SECURITY PROFESSIONAL SERVICE AGREEMENT

Company name

Matthew Giaba D/B/A Blackwater Public Safety

Company address

16029 Arrow Hwy Suite A Irwindale, CA 91706

Company ID no.

PPO 17627

Hereinafter referred to as

Security Company

Company name

AZUSA UNIFIED SCHOOL DISTRICT

Company address

546 South Citrus Ave Azusa, CA 91702

Hereinafter referred to as

Client

FULL LEGAL NAME OF SECURITY PROVIDER ("Backwater Public Safety"): Matthew Giaba d/b/a Blackwater Public Safety (PPO NO.:17627), for himself and on behalf of its wholly owned subsidiaries and affiliates which may provide service hereunder.

CLIENT NAME ("Client"): Azusa Unified School District

By signing below by their duly authorized representatives, Client and Blackwater Public Safety agree to be legally bound to the Agreement, **General Terms and Conditions**, and Exhibits attached hereto, which form a binding and enforceable part of this Agreement as of the day and year have first written below ("Commencement Date").

CLIENT:

Azusa Unified School District

By: Latasha Jamal

Name:

Title: Assistant Superintendent

Address for Notices:

546 South Citrus Ave Azusa CA 91702

MATTHEW GIABA d/b/a

Blackwater Public Safety Security Services

By: Blackwater Public Safety

Name: Matthew Giaba

Title: Chief Executive Officer

Address for Notices:

16029 Arrow Highway Suite A,  
Baldwin Park, CA 91706

## GENERAL TERMS AND CONDITIONS

The term of this Agreement shall be for a period of Two (2) years beginning on 08/15/2023 ("Commencement Date") ("Initial Term"). This Agreement will automatically continue thereafter on a month-to-month basis until terminated by either party on thirty (30) days' written notice to the other party.

This Agreement may be terminated by either party for non-performance by the other party upon five (5) days' written notice to the non-performing party. The non-performing party shall have the opportunity to cure the non-performance within that five-day period. Either party may terminate this Agreement at any time for any reason upon thirty (30) days' written notice to the other party.

Blackwater Public Safety shall provide security professional services (the "Services") in the amount, for the times and at the location(s) set forth in Exhibit A. Client shall pay Blackwater Public Safety for the performance of the Services and any other products and/or services provided by Blackwater Public Safety hereunder at the rates ("Billing Rates") and other charges set forth in Exhibit B or otherwise payable hereunder without deduction or set-off. Client shall pay in full the amount of and will be deemed to accept all invoices submitted to Client via Blackwater Public Safety's current submission method within ten (10) days of the invoice date. The Billing Rates set forth in Exhibit B are valid for the first twelve (12) months of the initial term, thereafter they will be increased annually, effective as of the anniversary date of the Commencement Date, in an amount equal to the greater of (i) the percentage increase determined pursuant to Section C.3. below and (ii) three percent (3%). Blackwater Public Safety will invoice the Client on a biweekly basis for all Services for the preceding weekly period (starting Friday and ending the following Thursday) and any other products and/or services provided by Blackwater Public Safety.

### A. Scope of Services

1. Blackwater Public Safety agrees to provide the Services in a professional and diligent manner. Blackwater Public Safety does not warrant or guarantee that the Services constitute complete security at Client's location(s) so as to prevent any incident, loss, theft, damage or injury (including death). The client agrees that Blackwater Public Safety has not provided any consultation services regarding what may or may not be the proper levels of security staffing, or the methods of security provided.
2. The client may request a change in the Services. Such requested changes will be communicated in writing and will be effective only upon Blackwater Public Safety's written approval which Blackwater Public Safety will not unreasonably decline. However, in no event will a refusal by Blackwater Public Safety to approve requested changes constitute a breach of this Agreement or otherwise constitute non-performance by Blackwater Public Safety of this Agreement. The parties acknowledge and agree that Exhibit A solely governs Blackwater Public Safety's duties at the Client's location(s). Additional Services substantially in the same form as Exhibit A attached hereto shall be deemed incorporated into and governed by the terms of this Agreement.
3. Either Party may propose changes to Exhibit A (whether in scope, time frames, number of guards, or costs) by submitting a written request to the other Party ("**Change Order Request**"). In the event, the Client submits a Change Order Request to Blackwater Public Safety, Blackwater Public Safety shall provide the Client with a written quote setting forth in detail any changes or additions to (i) the Services, (ii) the schedule or milestones, (iii) the estimated fees and costs, and (iv) any other material terms, within a reasonable time after receipt of the Change Order Request. Promptly after receipt of a Change Order Request or a written quote, the Parties shall agree in writing on the terms of any revisions to an existing Statement of Work ("**Change Order**"). Both Parties agree to act in good faith and promptly when considering a Change Order Request by the other Party, but neither Party is obligated to execute a Change Order. If the Change Order is based on a Change Order Request submitted by the Client, Blackwater Public Safety may charge for the time it spends compiling and submitting a Change Order. Such compensation shall be calculated on Blackwater Public Safety's then-current hourly rates. A



Change Order will be binding only if signed by both Parties. Upon its execution, such Change Order will be deemed an amendment to the applicable Statement of Work. Absent the execution of such a Change Order, the Parties will proceed to fulfill their obligations under the applicable Statement of Work.

4. The purpose of any inspection at Client's location(s) by Blackwater Public Safety is solely to assist Client with its loss control program. The safe maintenance of Client's premises and operations and equipment on those premises and the avoidance of unsafe conditions and practices are the sole responsibility of Client.

#### **B. Independent Contractor / Personnel**

1. Blackwater Public Safety is responsible for the hiring, training, and supervision of all security professionals assigned by Blackwater Public Safety to the Client's location(s). Should Client direct or supervise security officers or change the instructions or supervision given to the security professionals by Blackwater Public Safety, including but not limited to including requiring Blackwater Public Safety personnel to use force and/or restraints and/or instructions related to Legally Mandated Break Periods (as defined herein), Client will be responsible for any damages, liabilities, claims or other consequences that may result.
2. In addition to the Services set forth in Exhibit A attached hereto, and in addition to any general or routine training provided by Blackwater Public Safety to its security professionals, Blackwater Public Safety shall provide each of its employees assigned to Client's location(s) with Client requested additional training at the costs set forth in Exhibit B.
3. Blackwater Public Safety shall provide uniforms for all assigned personnel. Blackwater Public Safety will maintain these uniforms in good condition at Blackwater Public Safety's sole cost and expense unless otherwise provided in Exhibit B. Equipment and non-standard uniforms required by the Client will be provided as mutually agreed upon and at a cost mutually agreed upon in writing. Blackwater Public Safety's personnel will not be required to carry weapons of any kind, unless otherwise expressly set forth herein.
4. Security professionals assigned to the Client's location(s) are employees of Blackwater Public Safety, which is acting as an independent contractor. Blackwater Public Safety will pay all compensation due and owing to its employees and all required payroll taxes and withholdings.
5. Blackwater Public Safety is entitled to assign personnel to the Client's location(s) in full compliance with applicable equal opportunity, civil rights, and other employment laws/regulations. Upon reasonable written notice, Client may request in writing that any of Blackwater Public Safety's employees whose performance it finds to be unacceptable be removed from its location(s); provided reasons for such request do not violate applicable law. Blackwater Public Safety may approve or reject the Client's requests at its sole discretion. Should the Client have any issues with Blackwater Public Safety personnel, the Client is informed to contact Blackwater Public Safety's office. Should the Client dismiss Blackwater Public Safety personnel, the Client still owes Blackwater Public Safety the full amount of the monies owed for the dismissed personnel for the remaining scheduled shift.

#### **C. Billing**

1. The Billing Rates do not include the direct bill items ("Direct Bill Item(s)") identified in Exhibit B, which shall be invoiced and paid by Client to Blackwater Public Safety in accordance with the payment terms herein. Notwithstanding anything contained herein to the contrary, Blackwater Public Safety may pass through any increase in any and all of the costs of any and all Direct Bill Items when incurred or accrued, and Client shall reimburse Blackwater Public Safety for such costs.
2. The parties agree any wage rates, annual/monthly/weekly billing estimates, or wage estimates included in Exhibit B, any other addenda, any pricing sheet, and/or other documents are for demonstration purposes only and will not have any impact on the Billing Rates, the amount Client agrees to pay, or on the wages Blackwater Public Safety pays its employees.

3. In the event that Blackwater Public Safety experiences an increase in its costs resulting from any change, whether or not anticipated, in: (1) Federal, state, provincial, territorial, or local taxes, levies, or required withholdings imposed or assessed on amounts payable to and/or by Blackwater Public Safety hereunder or by or in respect of Blackwater Public Safety to its personnel; (2) Federal, state, provincial, territorial, or local minimum wage rates, mandated paid time off and/or sick leave, changes in overtime wage regulations, uniform maintenance expenses or other required employee allowances, licensing fees and/or requirements, or wage, medical, welfare and other benefit costs under collective bargaining agreements; (3) costs related to insurance and/or workers' compensation; and/or (4) costs related to medical and/or welfare benefits and other requirements, including without limitation costs incurred by Blackwater Public Safety pursuant to applicable federal, state and/or local law, including, without limitation "Healthcare Reform Legislation Costs" (as defined below), the Billing Rates shall be increased by a percentage equal to the percentage increase in Blackwater Public Safety's costs resulting from the items set forth in this paragraph. Blackwater Public Safety will provide the Client notice of such change in the Billing Rates.
4. Notwithstanding anything contained in this Agreement to the contrary, Blackwater Public Safety may pass through the costs set forth in Section C(3) to Client as incurred or accrued and Client shall pay Blackwater Public Safety for such costs.
5. "Healthcare Reform Legislation Costs" means the costs and/or assessments incurred by Blackwater Public Safety in respect of employee medical and/or welfare benefits and other requirements under the applicable provincial, federal, or local statutes and/or regulations.
6. Unless otherwise expressly stated herein, Blackwater Public Safety's fees and charges do not include any sales, use, excise, or similar taxes, levies, or duties ("Taxes"). The client is responsible for paying for all such Taxes in respect of Blackwater Public Safety's Services or in respect of amounts payable by the Client hereunder. If Blackwater Public Safety has the legal obligation to pay or collect Taxes for which Client is responsible under this section, the appropriate amount shall be promptly paid by Client to Blackwater Public Safety unless Client provides Blackwater Public Safety with either a valid and current tax exemption certificate or direct pay certificate, authorized by the appropriate taxing authority.
7. Client agrees to pay Blackwater Public Safety three percent (3 %) per month interest, or such maximum amount as permitted by law, whichever is less, on any invoice not paid by its due date. In the event that legal action is required to collect on any past-due invoiced amount owed to Blackwater Public Safety by Client under this Agreement, Client agrees to pay to Blackwater Public Safety the costs and attorneys' fees incurred by Blackwater Public Safety in such action.

#### **D. Physical and Intellectual Property**

1. Client recognizes and acknowledges that in performing its duties under this Agreement, Blackwater Public Safety may install and/or utilize proprietary software (hereinafter "Proprietary Software"), a valuable, special and unique asset of Blackwater Public Safety and/or third parties. This Proprietary Software is and will remain the sole and exclusive property of Blackwater Public Safety and/or those applicable third parties.
2. Client further agrees that materials developed, generated, or produced pursuant to this Agreement, including but not limited to Post Orders, security plans, emergency plans, diagrams, reports, and writings, both internal and external (hereinafter collectively, "Work Product"), may include the proprietary information of Blackwater Public Safety and will remain the sole and exclusive property of Blackwater Public Safety. Client and Client's personnel will have no proprietary interest in the Work Product. Client acknowledges that it will not share such Work Product with any third party and any Work Product in Client's possession shall be returned to Blackwater Public Safety upon termination or expiration of this Agreement.
3. Any property, equipment, or supplies furnished by Blackwater Public Safety to its personnel in the performance of the Services described in this Agreement shall remain the property of Blackwater Public Safety and shall be

returned to Blackwater Public Safety promptly at the expiration or termination of this Agreement.

#### **E. Insurance and Indemnification**

1. Blackwater Public Safety shall maintain Workers' Compensation coverage for its security professionals and personnel assigned to the Client's location(s) at limits imposed by statute, including Employer Liability coverage.
2. Blackwater Public Safety shall maintain for its own protection and benefit various other policies of insurance, including Commercial General Liability coverage, for its performance of the Services at Client's location(s).
3. Blackwater Public Safety shall maintain Automobile Liability insurance for its employees' operation of Blackwater Public Safety's owned, leased, and non-owned vehicles. However, to the extent that Client requires Blackwater Public Safety employees to drive Client's vehicles in performance of the Services, Client agrees to carry Automobile Liability insurance for those vehicles with bodily injury and property damage limits of One Million Dollars (\$1,000,000.00). Such insurance will be primary for any loss or damage occurring to Client vehicles operated by Blackwater Public Safety employees in the performance of the Services, and under no circumstances shall Blackwater Public Safety indemnify or defend Client or Client's insurer for losses that occur or arise out of Blackwater Public Safety's operation of Client-owned vehicles.
4. Client agrees that Blackwater Public Safety is not an insurer of Client's operations, personnel, or facilities. Except as provided elsewhere in this Agreement, Client assumes all risk of loss, physical damage, and personal injury at its operations, to its personnel and/or facilities or any other property resulting from fire, theft, or other casualties, and Client waives any right of recovery and its insurers' right of subrogation against Blackwater Public Safety for any loss or damage resulting from any such occurrence.
5. Blackwater Public Safety will protect, defend, hold harmless and indemnify Client, its directors, professionals and employees from and against all claims, actions, liabilities, damages, losses, costs and expenses (including reasonable attorney's fees) (the "Losses") asserted against Client and directly resulting from the performance of the Services expressly required under this Agreement, provided such Losses (1) are caused solely by the grossly negligent failure of Blackwater Public Safety to perform the Services, or by other grossly negligent actions or omissions in the performance of the Services by Blackwater Public Safety, or through the willful misconduct or unlawful activity of Blackwater Public Safety; (2) are not caused in any way through the negligence, willful misconduct or unlawful activity of Client or otherwise resulting from Blackwater Public Safety's compliance with specific direction from Client; and/or, (3) do not actually or allegedly arise out of a Legally Mandated Coverage Break(s) (as defined herein). Blackwater Public Safety's obligations under this paragraph shall not extend to first-party losses sustained by Client, or other benefits or insurance provided by Client to its employees, including but not limited to medical, disability, and workers' compensation benefits.
6. Notwithstanding anything contained in this Agreement to the contrary, should Blackwater Public Safety be found liable for any Losses hereunder for any reason, the sole and exclusive remedy of Client in any situation, whether in contract or tort, or otherwise, shall be limited to Client's actual and direct damages, and shall in no event exceed the amounts invoiced over the previous twelve (12) month period and paid by Client to Blackwater Public Safety, such amounts to be inclusive of any defense costs.
7. Client shall protect, defend, hold harmless, and indemnify Blackwater Public Safety, its respective successors and assigns, and its directors, professionals, and employees from and against all Losses asserted against Blackwater Public Safety arising out of incidents or occurrences taking place or arising at Client's location provided that any such Losses: a) occur due to Blackwater Public Safety's compliance with Client's directions and requests (including but not limited to directions and requests in Section B.1 and Section B.5); b) occur during Legally Mandated Coverage Break(s); and/or, c) are: (1) attributable to bodily injury, sickness, disease or death or to damage to tangible property; and, (2) are not caused in any way through the negligence, willful misconduct or unlawful activity of Blackwater Public Safety, or the failure of Blackwater Public Safety to perform the Services.

8. Under no circumstances will Blackwater Public Safety be liable to Client, or any other person or entity, for consequential, incidental, indirect or punitive damages, or for lost profits.
9. Client shall give written notice to Blackwater Public Safety of any of its Losses or potential Losses arising out of the Services within thirty (30) days following notification of the occurrence giving rise to such Losses or potential Losses. No action to recover any Loss shall be instituted or maintained against Blackwater Public Safety unless notice of such Loss shall have been given by Client to Blackwater Public Safety in the manner and form set forth herein. No action to recover for any Loss shall be instituted or maintained against Blackwater Public Safety unless instituted not later than twelve (12) months following notification of the occurrence giving rise to such Loss.

#### **F. Compliance with Laws**

1. Some or all of the physical security guard services identified in this Agreement could be designated as a Qualified Anti-terrorism Technology ("QATT") under the Support Anti-terrorism by Effective Technologies (SAFETY) Act of 2002, 6 U.S.C. §§ 441-444, as amended. Where this QATT has been deployed in defense against, response, or recovery from an act of terrorism, as that latter term is defined under the SAFETY Act (as herein defined), Blackwater Public Safety and Client agree to waive all claims against each other, including their professionals, directors, agents or other representatives, arising out of the manufacture, sale, use or operation of the QATT and further agree that each is responsible for losses, including business interruption losses, that it sustains, or for losses sustained by its own employees resulting from an activity arising out of such act of terrorism. This provision shall apply throughout the term of this Agreement, regardless of whether Blackwater Public Safety should cease to have SAFETY Act coverage for these Services for any reason.
2. Client shall, at its own cost and expense, comply in full with all applicable federal, state, provincial, and local statutes, laws, ordinances, rules regulations, orders, licenses, permits, or fees ("Governmental Regulations") applicable to its operations and its performance under this Agreement, including without limitation, (i) environmental laws, (ii) laws relating to accessibility by and accommodation of handicapped persons, and (iii) laws relating to discrimination of any type of manner. Client shall notify Blackwater Public Safety in writing within forty-eight (48) hours of any inquiry, notice, subpoena, lawsuit, or other evidence of an investigation by any public agency or the commencement of any judicial or administrative litigation, or arbitration proceedings with respect to Blackwater Public Safety's operations at the property and/or performance under this Agreement. Should Blackwater Public Safety be issued a citation or other sanction because of conditions on the premises created by others, the Client shall pay and will be responsible for the fine. The foregoing shall include, but not be limited to, all applicable health, safety, and labor standards.
3. Under no circumstances will Blackwater Public Safety indemnify Client for Workers' Compensation claims or for fulfilling independent statutory duties Client owes to third parties or its employees.

#### **G. Miscellaneous**

1. This Agreement, together with any other documents referenced herein, constitutes the entire agreement of the Parties with respect to the subject matter contained herein. This Agreement supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter hereof. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. In this Agreement, any pronoun used shall include the corresponding masculine, feminine or neuter forms, and words in the singular, including any defined terms, include the plural and vice versa. All references to "days" shall mean calendar days unless otherwise stated.
2. No modification to this Agreement shall be effective unless in writing and executed by both parties and delivered to each respective party hereto. A written waiver by either party of any of the terms or conditions of this Agreement shall not be deemed or construed to be a waiver of such term or condition for the future or of any subsequent breach of the Agreement. The failure to enforce a particular provision of this Agreement shall not

constitute a waiver of such provision or otherwise prejudice Blackwater Public Safety's right to enforce such provision at a later time.

3. The Client acknowledges that a breach of any of its obligations under this Agreement may cause the Blackwater Public Safety irreparable damages, for which an award of damages would not be adequate compensation, and agrees that, in the event of such breach or threatened breach, the Blackwater Public Safety will be entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance, and any other relief that may be available from any court (without the need to post a bond), in addition to any other remedy to which the Blackwater Public Safety may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available at law or in equity, subject to any express exclusions or limitations in this Agreement to the contrary.
4. This Agreement is entered into solely for the mutual benefit of the parties hereto and no benefits, rights, duties or obligations are intended or created by this Agreement as to any third parties.
5. Each party further warrants and represents that this Agreement has been executed by a duly authorized individual.
6. This Agreement and all matters collateral hereto shall be governed by the laws of the state of California without reference to its choice of law provisions.
7. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement to affect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.
8. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original copy of this Agreement, and all of which, taken together, shall be deemed to constitute one and the same agreement. Signatures hereto may be delivered electronically (including by facsimile transmission or email (including through a .pdf file)), and any such electronic copy or reproduction thereof shall be deemed an original.
9. Blackwater Public Safety shall not be responsible for additional expenses and costs incurred by it or Client to provide Services pursuant to this Agreement as a result of unusual circumstances including, but not limited to, strikes, riots, revolutions, wars, military actions, fires, floods, droughts, natural disasters, epidemics, pandemics, active shooter events, snow storms, blizzards or other inclement weather, accidents, insurrections, lockouts or other acts of God, perils of the sea, stoppage of labor, or other events considered as "Force Majeure", or by any other unavoidable cause beyond Blackwater Public Safety's reasonable control. All such additional expenses shall be the responsibility of Client as an additional charge invoiced and paid by Client as it is incurred, pursuant to the terms of the Billing section set forth above. Additionally, to the extent that Blackwater Public Safety is unable to perform, or is delayed in performing, the Services due to a Force Majeure event, such nonperformance or delayed performance is not a breach of this Agreement nor cause for Client's termination of this Agreement.
10. Blackwater Public Safety may, without Client's consent, assign this Agreement in the event of a merger, reorganization, or sale of Blackwater Public Safety or substantially all of its assets. Except as permitted in this section, Client may not assign, delegate or subcontract this Agreement without the prior written consent of Blackwater Public Safety. Notwithstanding the foregoing, in the event Client assigns this Agreement, it shall remain liable hereunder after such assignment.
11. Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (a) by personal delivery, when actually delivered; (b) by nationally recognized overnight courier, upon written verification of receipt; or (c) by certified or registered mail, return receipt requested,

upon verification of receipt. Notice shall be sent to the addresses set forth above or to such other address as either Party may provide in writing.

12. In connection with the negotiation, execution, and performance of this Agreement, each party acknowledges that it has been and will be provided with confidential business information of the other party ("Confidential Information"). Each party will exercise reasonable commercial efforts to protect and preserve the confidentiality of Confidential Information, including at a minimum those methods and procedures it uses to protect its own confidential information. A party shall not be required to preserve the confidentiality of Confidential Information to the extent it becomes public other than through the action or inaction of the party, or disclosure is required by law. If Blackwater Public Safety is required to disclose information belonging to Client, Client shall indemnify Blackwater Public Safety, its respective successors and assigns, and its directors, professionals, and employees from and against all Losses asserted against Blackwater Public Safety arising out of said disclosure.
13. The parties further acknowledge and agree that to the extent Blackwater Public Safety has assumed insurance, defense, and indemnification obligations hereunder, such obligations shall not apply to any work performed by Blackwater Public Safety at the direction of Client, or work performed by Blackwater Public Safety that is not specifically set forth on Exhibit A. Notwithstanding anything to the contrary provided herein or in any other direction (oral or written), Blackwater Public Safety and Client agree that in no event shall Blackwater Public Safety employees be required to undertake any duty which could potentially expose themselves to unreasonable risk or harm. At all times, Client represents and warrants that the policies and requirements of Blackwater Public Safety and its employees are requested and/or required to adhere to by Client are lawful.
14. For the avoidance of doubt, any duties contrary to and/or in excess of the Services, shall be agreed upon by the parties in writing. In the event that there are any post orders, directives, or other specification documents of any type ("Post Orders"), they shall not form any part of this Agreement, they are not incorporated into this Agreement, and are not a novation or modification or expansion of the duties set forth in this Agreement. Further, if there is any conflict between the provisions of this Agreement and any other documents, this Agreement shall control. Under no circumstances shall the Post Orders expand the liabilities of the parties toward each other or any third party.
15. Client acknowledges and agrees that the continuity of Services is subject to interruption for mandatory, paid rest periods or unpaid meal periods, or other breaks as required by applicable law, during which time security professionals must be relieved of all duties, including without limitation to, the requirement to remain "on call" ("Legally Mandated Break Period(s)"). Services at the locations set forth in Exhibit A will be interrupted and such locations will not be secured during such time that security professionals are on Legally Mandated Break Periods and the Client has not agreed to pay for sufficient relief coverage ("Legally Mandated Coverage Break(s)").
16. The duties and responsibilities of Blackwater Public Safety are specifically set forth herein. Client acknowledges that Client alone has chosen the number of security professionals and type of services, e.g., armed, unarmed, to be provided under the Agreement; that Blackwater Public Safety has informed Client that additional security professionals and/or services are available at an additional cost; and that Client has elected not to avail itself of additional security professionals or services at this time unless mutually agreed upon in writing.
17. The rights and obligations of this clause and A.1; A.3; B.1; B.4; B.5; B.6; C; D; E; F and G. and any right or obligation of the Parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement.

EXHIBIT "A"







**to Agreement Between**

**Blackwater Public Safety and**



**Azusa Unified School District**

**LOCATIONS AND SCHEDULES FOR SECURITY SERVICES PROVIDED BY  
BLACKWATER PUBLIC SAFETY**

<u>Location Address</u>	<u>Specify for each location: Armed/Unarmed</u>	<u>Schedule of Coverage</u>	<u>Total Hours (per day)</u>	<u>Patrol Stops Month</u>
1.   	STANDING  ARMED OFFICER	No of Officers Officer(s)One (1)  TIME; 07:30 AM to 15:30PM  DAYS OF THE WEEKMonday through Friday	8	N/A
2.   	STANDING  UNARMED	No of Officers Officer(s)AS NEEDED  TIME; TBD  DAYS OF THE WEEKTBD	As needed	N/A
3.   	PATROL OFFICER	TIMES: 1 stop per weekday and 3 stops per Saturday and Sundays from 10:00 pm to 06:00AM  DAYS OF THE WEEKMonday through Sunday	N/A	1 stop per night weekday and 3 stops per night Saturday and Sunday for all AUSD schools listed below  Approximate stops per month is 560

**Description of Services:**

The Services Blackwater Public Safety will provide Client pursuant to this Agreement are:

- A security professional is to perform assigned duties of patrolling and observing the above location(s) as directed by the Client.
- Any unusual incidents detected or reported will be reported to the Client via the designated Client contact. An incident report will be filled out and a copy will be forwarded to the Client. The Security professional creating the report will be available to explain the incident report during their shift.
- The Security professional will also report criminal activity and/or visible hazards observed and/or reported while on the post.

The location(s), day(s), and time(s) listed in this Exhibit A may not be altered by Client unless mutually agreed upon in writing, and signed by the parties. The scope of services does not include any structures, parking lots, appurtenances, or nearby areas not specifically listed in herein.

EXHIBIT "B"

**to Agreement Between**

**Blackwater Public Safety and**

Client Named Above

BILLING RATES

The initial Billing Rates for the Services shall be as follows:

For Location 1:	<b>Unarmed</b>
Unarmed Security Professional Regular Rate	\$42.50 per hour
Unarmed Security Professional Overtime* Rate	\$63.75 per hour
Unarmed Security Professional Holiday Rate	\$ 63.75 per hour
Armed Security Professional Regular Rate	\$72.50 per hour
Armed Security Professional Overtime* Rate	\$108.75 per hour
Armed Security Professional Holiday Rate	\$108.75 per hour
Patrol Security Professional Regular Rate	\$10.00 per stop includes alarm response
Patrol Security Professional Holiday Rate	\$15.00 per stop includes alarm response

Additional Equipment and Applications service cost: camera monitoring



MG

DS

WJ

Additional Services Cost: 0.00 free of charge

DS

MG

Additional Equipment and Applications service cost: 3500.00 one time fee plus cost of Certification cards if needed for CPR/FIRST AID/ AED

DS

WJ

Additional Notes:

- > Mutually agreed-upon merit increases will result in a Bill Rate increase.
- \* *Requested Overtime:* With requests for a specific individual to work more than their Overtime Limit for any special reason, regardless of the notice provided and provided that the individual is able to accommodate, only the overtime impact for that individual will be billed. An individual's Overtime Limit may be a weekly (e.g. 40 hours) or daily limit (e.g. 8 hours) depending on the location. For example, in a location where 40 hours per week is the Overtime Limit: "We need Officer Smith to stay two extra hours at the end of his shift to help with a special project." The additional two hours will be billed at the overtime rate if those hours exceed the Overtime Limit of 40 hours per week.

1. **ADDITIONAL BILLING TERMS EXTRA SERVICE REQUESTS.** Additional service requests will be billed at the supplemental deployment rate which shall not be less than the overtime bill rate. The supplemental deployment rate for such additional services will continue to apply until this Agreement is amended in writing to provide for the increase in base hours.
2. The holiday billing rate shall be used for all work performed on New Year's Day, Martin Luther King, Jr., Presidents Day, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day or by the applicable collective bargaining agreement.
3. A labor strike or other emergency situation that creates a working environment for security professionals that is more hazardous than the normal condition under this Agreement will cause to negotiate a temporary billing rate for modified services.
4. Blackwater Public Safety shall be compensated for all time including preparation, travel to/from, and actual time spent in any court of law, judicial, quasi-judicial, or other proceedings, mediation, deposition, arbitration to which Blackwater Public Safety is subpoenaed or agrees to appear, arising out of, or relating to, this Agreement at the rate of \$250.00 per hour, for director or manager and \$165.00 per hour for all other employees in addition to reasonable costs and expenses incurred. This paragraph will survive the termination of this Agreement.
5. Should the Client require Blackwater Public Safety to provide uninterrupted Services during such Legally Mandated Break Periods, such requirement must be expressly stated in the Description of Services on Exhibit "A". Such uninterrupted Services and all costs associated therewith are billable at the applicable bill rate for such relief personnel.
6. If Client cancels or reschedules a Service less than seven (7) days before it is scheduled, it shall (a) for an hourly service, pay Blackwater Public Safety a cancellation fee equal to three (3) days of Services or forfeit three (3) repaid days of Services (where applicable) or (b) for a Fixed Price Services, pay Blackwater Public Safety for three (3) Days at Provider's then standard rate per Day. In addition, Client shall reimburse Provider for any non-refundable travel expenses rescheduled Services will be subject to availability.

On behalf of

Matthew Giaba D/B/A Blackwater Public Safety

On behalf of

AZUSA UNIFIED SCHOOL DISTRICT

Representative title

Owner

Company representative

Matthew Giaba

Email

Matthew@blackwaterca.com

IP Address

-

Representative title

Assistant Superintendent

Company representative

Latasha D. Jamal

Email

ljamal@azusa.org

IP Address

-

DocuSigned by:

*MATTHEW GIABA*

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8/10/2023 | 15:59:57 PDT

DocuSigned by:

*Latasha Jamal*

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8/15/2023 | 15:44:54 PDT

Blackwater Public safety

Azusa Unified School District

Schools to be serviced by Patrol

- 1) Henry Dalton Elementary 500 E. Tenth st Azusa 91702
- 2) Alice Ellington School 5034 N. Clydebank Ave Covina 91722
- 3) Victor Hodge Elementary 700 West Eleventh Street Azusa, 91702
- 4) Charles Lee Elementary 550 North Cerritos Ave Azusa 91702
- 5) Longfellow School 245 West Tenth Street Azusa 91702
- 6) Magnolia Elementary 945 East Nearfield Street Azusa 91702
- 7) Clifford Murray Elementary 505 East Renwick Road Azusa 91702
- 8) Paramount Elementary 409 West Paramount st Azusa 91702
- 9) W.R. Powell Elementary 1035 East Mauna Loa Ave Azusa 91702
- 10) Valleydale Elementary 700 South Lark Ellen Ave Azusa 91702
- 11) Center Middle School 5500 North Cerritos Ave Azusa 91702
- 12) Foothill Middle School 151 North Fenimore Ave Azusa 91702
- 13) Slauson Middle School 340 West Fifth St Azusa 91702
- 14) Azusa High School 240 North Cerritos Ave Azusa 91702
- 15) Gladstone High School 1340 North Enid Ave Covina 917022
- 16) Sierra High 1040 East Gladstone Street azusa 91702
- 17) Adult Education 1134 South Barranca Ave Glendora 9174
- 18) SpEd Resource Center 1400 Ranger Drive Covina 91723
- 19) Adult Transition Program 945 East Nearfield St Azusa 91702
- 20) Azusa Unified School District Admin Building

DS

*MG*



DS

*LJ*

**Certificate Of Completion**

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Subject: Blackwater Public safety DocuSign: Azusa Contract.pdf	
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Certificate Pages: 2	Initials: 39
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	matthew giaba
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	16029 Arrow Highway
	Suite A
	Irwindale , CA 91706
	matthew@blackwaterca.com
	IP Address: 47.181.223.27

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**Signer Events**

Latasha Jamal  
 ljamal@azusa.org  
 Security Level: Email, Account Authentication (None)

**Signature**

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 matthew@blackwaterca.com  
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In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/10/2023 3:59:07 PM
Certified Delivered	Security Checked	8/10/2023 3:59:24 PM

<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
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