



SILVER VALLEY UNIFIED SCHOOL DISTRICT
PO BOX 847, 35320 DAGGETT-YERMO ROAD, YERMO, CA

GOODS & SERVICES AGREEMENT
(NON-PUBLIC WORKS)

REQ#: 000385 PO#: 220375

This AGREEMENT, made and entered on July 1, 2021 in the County of San Bernardino, State of California, by and between Silver Valley Unified School District hereinafter referred to as the "District", and Watchmen Patrol hereinafter referred to as the "Contractor".

The District and the Contractor for the considerations stated herein agree as follows:

ARTICLE 1 - SCOPE OF WORK.

The Contractor shall perform within the time stipulated in the Agreement, and shall provide all labor, materials, tools, utility services, and transportation to complete in a workmanlike manner all of the work required in connection with the following project:

IT IS THE DUTY OF THE Contractor to complete the work covered by this agreement in exact accordance with the approved plans, specifications and other Agreement documents. The Contractor shall be liable to the District for any damages arising as a result of a failure to fully comply with that obligation, and the Contractor shall not be excused with respect to any failure to so comply by any act or omission of the Architect, Engineer, Inspector, Division of the State Architect, or representative of any of them, unless such act or omission actually prevents the Contractor from fully complying with the requirements of the Agreement, and unless the Contractor protests at the time of such alleged prevention that the act or omission is preventing the Contractor from fully complying with the Agreement. Such protest shall not be effective unless reduced to writing and filed with the District Office within three working days of the date of occurrence of the act or omission preventing the Contractor from fully complying with the Agreement.

ARTICLE 2 - TIME FOR COMPLETION. The work shall be commenced on July 1, 2021 and shall be completed by July 31, 2021. Work not completed in conformance with the foregoing shall be subject to liquidated damages in the amount of one hundred dollars and no cents (\$100.00) per day.

ARTICLE 3 - AGREEMENT PRICE. The District shall pay to the Contractor as full consideration for the faithful performance of the contract, subject to any additions or deductions as provided for in the agreement documents, the sum of \$9,292.00 (Nine Thousand Two Hundred Ninety Two Dollars and 00/100) said sum being the total amount of the following amounts stipulated in the proposal.

ARTICLE 4 - HOLD HARMLESS AGREEMENT. To the maximum extent permitted by law, the Contractor shall indemnify, defend, and hold the District harmless against and from any and all claims, demands and liability for damage, loss or expense attributable to the injury or death of any person(s), injury to property, or any other alleged misconduct resulting from, arising out of, or in any way connected with the performance of the Agreement or of the work by Contractor or its officers, agents, employees or subcontractors. The Contractor shall reimburse the District for all damages, expenses and losses incurred by the District as a consequence of any claim, demand, or cause of action that may be brought against the District resulting from, arising out of, or in any way connected with the performance of the work by Contractor or its officers, agents, employees or subcontractors, including disputes between Contractor and its subcontractor(s). This indemnity shall be in addition to any other indemnification provisions contained in the

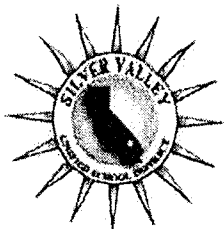
Agreement and shall survive termination of the Agreement. Nothing in the Agreement shall be construed or deemed to impose on the Contractor, or to relieve the District from, liability for the active or sole negligence or willful misconduct of the District, or the District's agents, servants, or independent contractors (collectively, "District's Agents") who are directly responsible to the District, or for defects in design furnished by the District or the District's Agents.

ARTICLE 5 - AMENDMENTS. This Agreement with attachments integrates all of the terms and conditions mentioned herein, and supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the retention of Contractor by District, and contains all the covenants and agreements between the parties with respect to such retention of Contractor by District for the services described in Article 1. All amendments to this Agreement must be in writing and signed by both parties.

ARTICLE 6 - AUTHORITY. The persons executing this Agreement on behalf of the parties hereto warrant that: (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

ARTICLE 7 - PUBLIC LIABILITY INSURANCE. Contractor shall take out and maintain during the life of this Agreement public liability insurance in an amount not less

Am



SILVER VALLEY UNIFIED SCHOOL DISTRICT
PO BOX 847, 35320 DAGGETT-YERMO ROAD, YERMO, CA

GOODS & SERVICES AGREEMENT
(NON-PUBLIC WORKS)

REQ#: 000385

PO#: 220375

than \$1,000,000.00 for injuries including accidental death, to any one person, and subject to the same limit for each person in an amount not less than \$1,000,000.00 on account of one accident, and property damage insurance in an amount not less than \$250,000. A signed copy of insurance will be provided to District.

A. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person or organization for whom you are performing operations and you and such person or organization have executed a written contract or agreement prior to the time of an "occurrence" giving rise to a claim that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage," "error or omission" or "personal and advertising injury" caused, in whole or in part.

ARTICLE 8 - VENUE INTERPRETATION. The Agreement shall be interpreted in accordance with the laws of the State of California with the County of San Bernardino being the only appropriate forum for any litigation.

ARTICLE 9 - PERMITS AND LICENSES. The Contractor and all of his employees or agents shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishing of materials, supplies or services herein listed.

ARTICLE 10 - TERMINATION. This Agreement may be terminated by either party by giving written notice at least thirty (30) days prior.

ARTICLE 11 - WARRANTY. The Contractor shall guarantee all labor and materials used in the performance of this agreement for a period of 365 days from the date of acceptance by the District.

ARTICLE 12 - INVOICING. Contractor shall submit itemized monthly invoices, which shall include an invoice number, invoice date, purchase order number, and a clean and concise explanation of all services performed, including service dates, in the course of the month, in a format approved and accepted by the District.

ARTICLE 13 - INDEPENDENT CONTRACTOR. Contractor shall perform the services as contained herein as an independent Contractor/vendor and shall not be considered an employee, elected/appointed official or family member of any employee or elected/appointed official of the District, or under District supervision or control. This Agreement is by and between Contractor and District, and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, between District and Contractor.

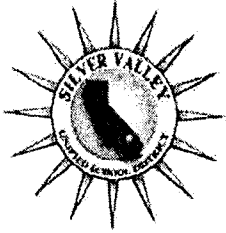
ARTICLE 14 - FINGERPRINTING. This Agreement is subject to the provisions of Education Code Section 45125.1. Contractors' employees are required to submit fingerprints

to the Department of Justice where an employee may come into contact with students at any District site. The Department of Justice will ascertain whether the employee has a pending criminal proceeding for a violent or serious felony or has been convicted of a violent or serious felony as they are defined in Penal Code Sections 667.5(c) and 1192.7(c). Contractor shall not permit an employee to come in contact with students until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Education Code Section 45122.1.

Contractor shall provide District with a list of names of employees who may come in contact with students and must certify in writing to the District that none of its employees who may come in contact with students have been convicted of a felony as defined in Education Code Section 45122.1. District may request the removal of an employee from a District site at any time. Failure to comply with this provision may result in termination of this Agreement.

ARTICLE 15 - DOCUMENT CONFLICT. In case of conflict between specifications and drawings and/or actual site conditions, resolution must be made by an authorized District representative.

ARTICLE 16 - ASSIGNMENT. Contractor shall not assign its duties and obligations under this Agreement to any other party without the prior written consent of the District's governing board.



SILVER VALLEY UNIFIED SCHOOL DISTRICT
PO BOX 847, 35320 DAGGETT-YERMO ROAD, YERMO, CA

GOODS & SERVICES AGREEMENT

(NON-PUBLIC WORKS)

REQ#: 000385 PO#: 220375

IN WITNESS WHEREOF, this agreement has been duly executed by the above-named parties, on the day and year first above written.

Watchmen ~~INC~~ FNC
Proper Name of Contractor

[Signature]
Signature of Contractor

Printed Name ANDREW MYERS

Title DIRECTOR OF OPERATIONS

Address 13312 RANCHERO RD #18-561

City/State DAK HILLS, CA 92344

License No. PPO #17178
(if applicable)

Phone (760)242-8700 Fax (760)242-1500

[Signature]

District Representative Signature

Robin Schreiner July 8, 2021
Printed Name Date

Senior Director of Business Services
Title

TERMS AND CONDITIONS

1. All merchandise must be shipped F.O.B. to our specified delivery location unless otherwise stated or approved.
2. All price changes to this purchase order must be approved prior to shipment.
3. All items on this purchase order must meet CAL OSHA and NASI specifications and must forward all required Material Safety Data Sheets on applicable products ordered.
4. This purchase order is subject to cancellation if not filled within 30 days of issuance — unless otherwise stated or approved.
5. All backorders over 30 days are subject to cancellation.
6. Purchaser will not be responsible for any goods delivered without purchase order.
7. Seller will send invoice for each purchase number.
8. No boxing, packaging or cartage charges will be allowed by purchaser unless specifically authorized on the face of this order.
9. It shall be understood that the cash discount period to purchaser will date from the receipt of the invoice and not from the date of invoice.
10. If price is omitted on order, except where order is given in acceptance of quoted prices, It is agreed that the seller's price will be the lowest prevailing market price and in no event is this order to be filled at prices than last previously quoted or charged without purchaser's written consent. Seller will invoice at lowest net price offered to any other customers for the same articles in like quantities unless otherwise specified on the purchase order.
11. In the event of the seller's failure to deliver as and when specified, purchaser reserves the right to cancel this order, or any part thereof, without prejudice to its other rights, and seller agrees that purchaser shall be saved from any and all loss, cost or expenses on account of any and all claims, suits, or judgements on account of the use or sale of such article in violation of rights under such patent, copyright, or application.
12. In the event any article sold and delivered hereunder shall be covered by any patent, copyright, or application thereof seller will indemnify and save harmless purchaser from any and all loss, cost or expenses on account of any and all claims, suits or judgements on account of the use or sale of such article in violation of rights under such patent, copyright, or application.
13. In the any article sold and delivered hereunder shall be defective in any respect whatsoever, seller will indemnify and save harmless purchaser from all loss or the payment of all sums of money by reason of all accidents, injuries or damages to persons or property that may happen or occur in connection with the use or sale of such article and are contributed to by said defective condition.
14. If seller performs services or constructs, erects, inspects or delivers hereunder, seller will indemnify and save harmless buyer from all loss or the payment of all sums of money by reason of all accidents, injuries, or damages to persons or property that may happen or occur in connection therewith.
15. Seller represents and warrants that no Federal or State statute or regulation or Municipal ordinance has been or will be violated in the manufacturing, sale, and delivery of any article or service sold and delivered hereunder and if such violation has or does occur, seller will indemnify and save harmless purchaser from all loss, penalties, or the payment of all sums of money on account of such violation.
16. Purchaser may at any time insist upon strict compliance with these terms and conditions, notwithstanding any previous custom, practice or course of dealing to the contrary.
17. The terms and conditions of sale as stated in this order govern in event of conflict with any terms of seller's proposal, and are not subject to change by reason of any written or verbal statements, by seller or by any terms stated in seller's acknowledgement unless same be accepted in writing.
18. If seller performs services or constructs, erects or inspection services hereunder, seller will be properly licensed in accordance with the requirements of the State of California. Seller shall comply with all Federal and State of California regulations governing the construction, erection or alteration of facilities, including but not limited to the provisions of the California Labor Code, division 2, part 7, 1 articles 1-5 and the Uniform Building Code, title 24 and section E
19. In compliance with Federal law as in 40 CFR, part 763.85(d) by receipt of this Purchase Order the seller is hereby advised of the availability of information relative to the location(s) of asbestos containing building material (ACBM). The District assumes no responsibility for providing seller with training or protective equipment.