



Triumph Protection Group, Inc.

SECURITY SERVICES AGREEMENT For

Dos Pueblos High School

**By
TRIUMPH PROTECTION GROUP, INC.**

Triumph Protection Group, Inc.
853 Cotting Court, Suite D | Vacaville, CA 95688
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CA PPO: 119897 | NV PPO: 2005B | CA PI License: 119897



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Security Service Agreement

Client Name:	Dos Pueblos High School
Service Agreement Type:	Event Security
Client Number:	18-039
Service Start Date:	Saturday, May 11, 2019
Service End Date:	Saturday, May 11, 2019
Term of Service:	One (1) Day Event
Payment Due Date (Events):	May 1, 2019
Services Provided:	4 Suit and Tie Agents
Point of Contact:	Debbie Dulawan
Property Name:	Hilton Santa Barbara Beachfront Resort
Property Address:	633 E Cabrillo Blvd, Santa Barbara, CA 93103
Property Phone Number:	(805)455-0981
Vendor Name:	Triumph Protection Group, Inc.
Billing Address:	853 Cotting Court, Suite D Vacaville, CA 95688
Representative:	Frank Wolverton
Email Address:	Accounting@triumphprotection.com
HQ Phone Number:	(800) 224-0286
Website:	www.triumphprotection.com

This Agreement for Professional Security Services (the "Agreement"), effective on the date stated above is by and between TRIUMPH PROTECTION GROUP, INC., a fully insured in accordance with California Law – a domestic business corporation licensed by the California Department of State, California Department of Consumer Affairs – Bureau of Security and Investigative Services, as Private Patrol Operator License number: 119897, Private Investigation number: 28741 and Nevada Private Patrol Operator License number: 2005B to provide Private Security and Patrol Services, with its principal office at: 853 Cotting Court, Suite D, Vacaville, CA 95688 (hereinafter "Vendor") and Dos Pueblos High School ("hereinafter Client").

WHEREAS, Client finds that the Vendor is willing to perform security service work hereinafter described in accordance with the provisions of this Agreement; and

WHEREAS, Client finds that the Vendor is qualified to perform the work, all relevant factors considered, and that such performance will be in furtherance of Client's business.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and intending to be legally bound, the parties here to agrees as follows:



2. Cost Breakdown

Itemized cost breakdowns and hours listed in the charts below.

Regular Service Cost Itemization									
Position	Hours	Sun.	Mon.	Tues.	Wed.	Thur.	Fri.	Sat.	Total
Suit and tie x 4	16							2030-0030	16
TOTALS:									16

Security Agent Costs				
Position	Bill Rate	One Time	Weekly Cost	Monthly Cost
Suit & Tie	\$35			
TOTALS:				

Summary of Additional Costs			
Name	One Time	Weekly Cost	Monthly Cost
TOTALS:	0	0	0

Total Projected Cost of Service: \$ 560.00

It is understood by the Client that this is an **Projected Cost** only. Minimum billable hours is 4 hours per shift. Client may, with the approval of the Vendor, issue written directions within the general scope of Security Services to be ordered. Such changes (the "Change Order") may be for additional work or the Vendor may be directed to change the direction of the work covered by the Client Task Order, consistent with all applicable laws, but no change will be allowed unless agreed to by the Vendor in writing.



3. Holiday Pay & Overtime

The following holidays will be billed at a rate of 1 ½ times the straight time unless otherwise listed in this Agreement:

- New Year's Day
- Martin Luther King, Jr Day
- Washington's Birthday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Christmas Day

Overtime will be outlined by the following:

No overtime will be billed for this event.

4. Scope of Operation

The conduct and scope of responsibility of all agents assigned to the Client's facility shall be governed by policy, rules and post instructions mutually agreed upon by both parties and made part of this Agreement. This data may be revised and supplemented at any time in writing upon mutual agreement by Vendor and Client.

The Client shall notify the Vendor of security staffing requirements and/or changes within a reasonable time frame. Any last minute requests with less than 24 hour notice will be billed at 1 ½ higher rate.

The agents will be responsible for the following duties:

- On-site Security as outline be this Agreement. If for any reason the agent cannot meet the required schedule, the Vendor shall immediately notify the designated representative of the Client.
- Agent(s) will respond to and manage any emergencies involving guests or staff of the Client.
- Agent(s) will focus on protecting property, assets and people by maintaining a high visibility presence to deter illegal or inappropriate actions and report signs of crime, fire, hazards and suspicious activities.
- Agent(s) will provide unlimited response promptly and appropriately to all security calls and issues.
- Reports will be given to the Client upon request.
- All Triumph Protection Personnel will wear only the security uniform provided by Triumph Protection Group, Inc.

It is understood that the Vendor is responsible for it's employee's hiring, training, supervision and providing uniforms for all security agents assigned by the Vendor to the Client. Should the client unilaterally alter post instructions or directions given to the agent, or assume any supervision of the agent, the Client shall be solely liable for any consequences that may occur from those actions. The Vendor shall furnish security services as needed by the Client and shall assure the safety of the Client's buildings, grounds and premises, personal property and personnel, guests and patrons of the Client under the direction of the Client, the Vendor, any site supervisor and Post Orders.



5. Tax/Financial Responsibility

The Vendor will be responsible for Payroll, Federal and State taxes, Worker's Compensation, paid time off (PTO) pay, benefits; including, but not limited to insurance and bonuses for all security personnel provided to the Client.

6. Services

The Vendor warrants that its services shall be performed by personnel possessing competency consistent with applicable industry standards. All security personnel will be licensed by the State of California Department of Consumer Affairs, Bureau of Security and Investigative Services and have been subject to a personal interview by the Vendor to provide security services. In the event of any absence of a security agent, the Vendor will provide an immediate replacement of equal caliber and training. The Vendor, its Managers and Supervisors will be available 24 hours per day to respond to any incidents and/or any unusual circumstances that may occur.

All of the Vendors personnel will adhere to the dress code deemed appropriate by the request of the Client and approved by the Vendor.

Should the Client decide security presence is **not** required on any given day(s) under the terms of this Agreement, the Client guarantees the Vendor payment of equivalent to 4 hours per agent, per day of cancellation only.

Nothing shall be constructed to suggest that the Vendor, its employees, agents, security specialists or protection agents are compelled, required, contracted or willing to protect the life, lives, or property of persons unless otherwise specifically listed under the terms of this Agreement. The Vendor will provide security agents with the qualifications required and agreed upon by the Client and the Vendor as listed in this Agreement.

7. Agreement

The Vendor and the Client, hereby mutually agree that the Vendor shall furnish security guard services as agreed upon as outlined in this Agreement including, rates and the location described in the "Security Services Agreement" pg.3 with "Cost Breakdown"pg.4 label hereof. All services will be provided in accordance with mutually approved, written guard orders and shall be subject to all terms by this Agreement and conditions hereof.

The Agreement is not assignable or transferable by Client, except as agreed upon by both parties in writing. This Agreement will not be assignable or transferable by the Vendor without written consent of Client, which consent shall not be unreasonably withheld or delayed.

The Agreement, including any Exhibits, states the entire Agreement between both parties and supersedes all previous contracts, proposals, oral or written, and all other communications between the parties respecting the subject matter hereof, and supersedes any/all prior understandings, representations, warranties, agreements or contracts (whether written or oral) between the Client and the Vendor respecting the subject matter hereof. This Agreement may only be amended by an agreement in writing executed by the parties hereto. Additional services may be added at anytime by request of the Client and agreement by the Vendor. Such service(s) shall be deemed to be consistent with the warranties established herein.



8. Personnel

The Vendor will be responsible for providing agents with uniforms, badges, and any necessary equipment per the clients specific specifications. Agents will not be allowed to carry firearms on this site. Client shall retain the right to reject, any agent assigned by the Vendor to the client's facility. The Vendor will be responsible to provide adequate replacement as soon as possible thereafter.

Client acknowledges that the Vendor incurs substantial costs in recruitment, screening and training of its security personnel. This Agreement binds the client(s) from soliciting to the Vendors employees to work directly with the client(s). Client warrants and agrees that they will not employ as a security agent or in any related or similar capacity,

directly or indirectly, any person who is employed with the Vendor and assigned to the Client's facility or account for a period of **no less than 180 days** following the last day on which the Vendor last employed such person. If a breach is made by the Client, in order to avoid costs of litigation to all parties in this Agreement, it is stipulated that:

"Any such breach would cause significant material damage to the Vendor in the amount of \$5,000.00 per employee; and two (2) payments of that amount as liquidated damages shall be deemed reasonable and shall be considered complete compensation for such breach. Notice of such breach in this Agreement shall be delivered to the Client in writing from the Vendor. Client agrees to respond to any/all allegations in writing and delivered to the Vendor's Headquarters within 10 business days of receiving the Notice of Breach. If no response is received, the Client *may be* sent to collections to recover any funds due".

9. Billing, Terms & Rate Guarantees

Invoices will be sent to the Client one time at the mailing address and/or by email provided. Payment methods accepted are check, money order, cashiers' check, ACH (if agreed upon by both parties), and credit card. All credit card payment will have a 3.5% surcharge added to the invoice for administrative costs. Client agrees to make their payment in full to the invoice by net 7 Days from date of the invoice or before the event occurs, whichever is agreed upon in the "Security Service Agreement".

The Client shall be liable for late payments charged for payments received more than 15 days past the due date. Said charge is 1 ½ % of the total cost of the invoice, per past due invoice. Non-payment of any invoice does not release the Client from any financial obligations due at the time of discontinuation of service. All amounts due plus any late fees, if any will be referred to an outside collection agency of the Vendor's choosing for collections. Client may, with approval from the Vendor, issue written directions and/or changes within the general scope of Security Services to be ordered. All Security Orders deemed "short notice"(24 hours) details will be billed at least a higher rate of 1 1/2 times the straight time rate.

Client agrees that the Vendor retains the right to send the Client to collections for non-payment if applicable after 90 days of non-payment.



10. Insurance & Indemnification

The Vendor agrees to maintain Worker's Compensation Coverage for its Agents in the sum of \$1,000,000.00 for each occurrence as well as maintain its own protection comprehensive General Liability Insurance in the sum of \$5,000,000.00 for each occurrence. Errors & Omissions and Automotive Liability Insurance, which includes liability, false arrest, unlawful detention, wrongful entry and slander. The Client, its employees, officers and directors will also be named as additionally insured if requested.

The Vendor is not an insurer. Rates being paid for services is for a guard service designed to deter certain risk of loss. These rates are not related to the value of personal or real property protected. All amounts being charged by the Vendor are insufficient to guarantee that no loss will occur, and the Vendor makes no guarantee, implied or otherwise, that no loss will occur that the service supplied will avert or prevent occurrences or losses, which the service is designed to help detect or avert. Client shall indemnify and hold the Vendor harmless from any loss, claim, demand, liability, cause of action or judgment, whether or not well grounded, with the exception of negligence, misconduct or breach of duty by the Vendor, agents, servants, employees or personnel is alleged to have contributed thereto, in whole or in part. Client shall reimburse the Vendor for legal expenses the Vendor incurs in defending itself against any such claims which client fails to defend, together with any legal expenses the Vendor incurs in enforcing any of the terms, conditions, covenants or promises to this Agreement.

Client waives all rights of recovery against the Vendor for damages to the premises serviced, or loss to client, occurring as a result of fire, flood and/or any other casualty. If Client requires the Vendor's personnel to drive a vehicle during the course of their duties for the Client, other than the guard's own personal vehicle or vehicle furnished by the Vendor, the Client agrees that its insurance is primary and to carry Comprehensive Fire and Theft, Collision and Liability Insurance on the Client's vehicle(s). Client further agrees that it will waive all rights of recovery from the Vendor and indemnify and hold harmless and defend the Vendor its officers, agents, servants and employees, from all such losses, claims, suits, damages, thefts and expenses which may arise out of the authorized or permitted use of Client's vehicle(s).

It is expressly understood that under no circumstances will the Vendor be responsible for the theft of Client's property. In the event of allegation of guard thefts, Client waives all right of recovery unless the Vendor is notified of such allegations within forty-eight hours; client fully cooperates with the Vendor in the investigation of the facts; client presses formal charges; and a conviction is obtained.

11. Property

Any/all property, equipment, supplies, software, data, reports etc., furnished by the Vendor and described in the Schedule of Security Services shall remain the property of the Vendor. At all times during and after the term, the Vendor shall retain the sole right to install, maintain, and remove such property, equipment and supplies.

12. Termination of Rights

It is agreed upon in this Agreement that service will continue for the period indicated and will remain in full force and effect thereafter, unless a notice in writing to discontinue be sent to either party at least thirty (30) days prior to the expiration of the term. This Agreement may be terminated for good cause at any time by either party. An unsatisfactory payment pattern by the Client shall constitute good cause and service at the Vendor's option may be terminated immediately without penalty.

This Agreement is entered into solely for the mutual benefit of the signatory parties, and no benefits, rights, duties or obligations are intended or created by this Agreement, as to any third parties.

The Vendor and Client agrees that if any of the terms or provisions of this Agreement shall be invalid or inoperative, all the remaining terms and/or provisions shall remain in full force and effect.



Client Billing and Contact Information

IN WITNESS WHEREOF, the parties hereto have executed this Agreement consisting of the twelve (12) items listed above, having initialed at the bottom of each page, as of the day and year written below.

Contract must be signed before service begins.

Billing Contact Name:	Debbie Dulawan
Billing Address:	Address
Billing Email Address:	ddulawan@sbunified.org
Billing Phone Number:	Phone Number

CLIENT: Accepted and Agreed:

Client Name:	
Name (Print):	Meg Jette
Title:	Asst. Supt. of Business
Date:	Santa Barbara Unified SD
Signature:	

Triumph Protection Group, Inc.: Accepted and Agreed:

Name (Print):	Lisa Godden
Title:	Triumph Headquarters
Date:	
Signature:	

