



BELCHER ENTERPRISE, LLC

2088 S. Atlantic Blvd, Suite 442
Monterey Park, CA 91754
Phone: (949) 212-7234

SECURITY SERVICES AGREEMENT

This Crossing Guard Services Agreement ("Agreement") is made on 01-30-25 by and between Belcher Enterprise, LLC. ("BE") and Redlands Unified School District, its partners, affiliates, divisions, subsidiaries, agents, or consultants ("Client"). Together, BE and Client may be referred to as Party or Parties herein.

THE PARTIES AGREE AS FOLLOWS:

1. **LOCATION**: Client requests that BE furnish BE crossing guards and security personnel ("Crossing Guards") and related equipment to Client at Client's premises as set forth on **Exhibit A** ("Premises").
2. **POST ORDERS AND SCOPE OF SERVICES**:
 - 2.1 **Services**. As this Agreement defines, BE shall provide Crossing Guard services and/or security monitoring services ("Crossing Guard Services") to the Client in compliance and conformity with this Agreement, including any Exhibits attached hereto.
 - 2.2 **Post Orders**. The Crossing Guard Services to be rendered under this Agreement by BE shall be pursuant to the written operating procedures ("Post Orders") mutually agreed upon by Client and BE and attached hereto as **Exhibit B**.
 - 2.3 **Modification to Post Orders**. The Post Orders are subject to change as required by Client, and must be communicated to BE in writing and be consistent with the notices provision of this Agreement.
 - 2.4 **Client's Failure to Inform BE/Out of Scope Requests by Client**. If, at the request of Client, Crossing Guards are assigned duties by the Client other than those agreed to by BE in the Post Orders, Client shall assume any and all liability, arising therefrom. BE has the right to remove from service any officer who, in BE's sole discretion, is not qualified to perform the work assigned.
 - 2.5 **Hours**. See Schedule of Coverage attached hereto as **Exhibit C**.



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3. PERSONNEL:

- 3.1 Authorization to Enter Premises. Client authorizes Crossing Guards to enter onto and into, Premises for the purpose of rendering Crossing Guard Services pursuant to this Agreement and for all other purposes and activities reasonably related to Crossing Guard Services. Client warrants and represents that (1) Client legally possesses Premises; or (2) that Client is authorized to enter into this Agreement and give BE authorization to enter Premises on behalf of the person or entity in legal possession of Premises.
- 3.2 Independent Contractor. It is understood and agreed that BE, in performing Crossing Guard Services described in this Agreement, shall be considered at all times and in every manner, an independent contractor of Client. Nothing in this Agreement, expressed or implied, is intended to or shall be construed to create, an employer/employee, co-employer, joint venture, partnership, or other business relationship between the Parties other than the contractual terms contained in this Agreement. All Crossing Guards and other personnel of BE are the employees or agents solely of BE, and not the Client. BE reserves the right to hire, suspend, discipline, or discharge any and all of its Crossing Guards and other personnel. If Client is dissatisfied with the services of a particular Crossing Guard, and if Client notifies BE, in writing, of its dissatisfaction, then so long as such dissatisfaction is reasonable, BE shall replace said Crossing Guard with another Crossing Guard upon receipt of such request. BE, its Crossing Guards, and its personnel are acting solely as an independent contractor for Client.
- 3.3 Non-Circumvention. Unless otherwise agreed to by the Parties, Client agrees not to employ, directly or indirectly, any person who has been employed by BE within one hundred eighty (180) days following BE' employment of such person. This mandate shall begin and apply based on the last known date of employment of said person based on said person's employment records with BE. In the event Client breaches this provision, then, in addition to any and all other remedies to which BE is entitled, Client agrees to pay BE the sum of Five Thousand Dollars (\$5,000.00) per person to cover BE recruitment, screening and training costs.

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4. UNIFORMS:

- 4.1 Unless otherwise requested by Client, Client understands that Crossing Guards shall be equipped with conventional Crossing Guard uniforms or other appropriate attire to carry out Crossing Guard Services. The rates and charges as set forth in Section 5 of this Agreement are based upon Crossing Guards being equipped with conventional wearing apparel.
- 4.2 Uniforms and apparel are not designed as protective clothing, are not flame retardant or acid resistant, and do not provide barrier protection for chemicals or other hazardous materials.

5. BILLING, TERMS AND RATES:

- 5.1 Schedule of Charges and Billing Rates. The number of Crossing Guards, the times at which Crossing Guards shall render Crossing Guard Services to Client, the equipment to be furnished by BE, and the rates and amount to be paid by Client for such Crossing Guard Services and equipment are set forth in the Schedule of Charges for Security Services and Equipment which is attached hereto as **Exhibit D**. BE is providing such Crossing Guard Services and equipment subject to all of the terms and conditions thereof.
- 5.2 Billing. BE will provide invoices to Client on a monthly basis. Invoices will be dated by BE by the last day of each billing period and are due and payable in full, without any offset or deduction, upon receipt. Client shall not make any unilateral offsets or deductions.
- 5.3 BE Notice Required for Potential Billing Increases. Client agrees that BE shall have the right to increase the hourly rates for Crossing Guard Services provided herein, including exhibits, at any time after the expiration of one (1) year from the date of this Agreement, upon giving Client written notice thirty (30) days in advance of the effective date of such increase. If Client desires not to pay such increased charge, Client must notify BE in writing ten (10) days prior to the effective date of any such increase. Failure by Client to give BE such notice shall be deemed an agreement by Client to the increased rates.
- 5.4 Legislative Changes. In the event that Crossing Guard Services are increased by virtue of any increase in local, state, or federal minimum wage rates, other



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government acts, including but not limited to, Federal or State mandated health care, regulation, or taxes, BE may increase its rates to reflect said increase. Any such increase would go into effect one full billing cycle after Client's receipt of written notification of said increase. In addition, upon mutual agreement by the Parties, the rates may be reasonably increased in the event of any strike or emergency condition which renders Crossing Guard Services more difficult to provide. In the event of any such increase, Client may, at Client's option, terminate this agreement by providing BE thirty (30) days written notice of Client's intent.

5.5 Additional Guards. Should BE and/or Client, at any time reasonably determine that additional Crossing Guards are required to properly and adequately perform said Crossing Guard Services, and Client, BE, or anyone authorized by Client agree with said determination for additional Crossing Guard Services, Client shall pay for said additional Crossing Guard Services according to the rates set forth in this Agreement or as otherwise determined by the Parties. If BE requests additional Crossing Guards and Client refuses such request, Client shall hold harmless and defend BE from any lawsuit, claims, or injuries that arise out of or allegedly resulted from the lack of additional Crossing Guards.

5.6 Strike Coverage. Due to the nature of labor disputes, this contract does not provide Crossing Guard coverage for strikes. Should the need arise to provide Client with strike coverage, a separate contract and pricing must be negotiated.

6. PROPERTY. Client acknowledges and agrees that all equipment furnished by BE pursuant to this Agreement shall be for the sole use of BE' Crossing Guards and/or personnel. Client further acknowledges and agrees that title and possession of said equipment shall remain with BE at all times, and that BE may enter onto and into Premises at any time for the purpose of removing any or all such equipment. Removal of any or all such equipment shall be without prejudice to the rights of BE in the collection of all amounts due by Client under this Agreement.

7. INDEMNIFICATION TO CLIENT. Client acknowledges that BE is not an insurer, and that Crossing Guard Services provided hereby does not constitute maximum security. The Crossing Guard Services are intended to serve only as a deterrent and act only as a degree of security to carry out the Post Orders. The amounts payable to BE under this Agreement are not based upon the value of the Client's Premises/property or the property of others located in or about Premises. The Crossing Guard Services provided



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under this Agreement are solely for the benefit of Client and neither this Agreement nor any services rendered shall create or be deemed to create any rights in any other party as a third-party beneficiary, BE shall maintain Workers' Compensation Insurance covering its Crossing Guards and other personnel engaged in the furtherance of Crossing Guard Services under this Agreement. In addition, BE shall maintain its own Comprehensive General Liability and Automobile insurance coverage. **NOTWITHSTANDING THE ABOVE, HOWEVER, BE SHALL INDEMNIFY, DEFEND, AND HOLD CLIENT HARMLESS FROM AND AGAINST, ANY AND ALL LIABILITIES, LOSSES, DAMAGES, CLAIMS, OR CAUSES OF ACTION, AND ANY RELATED EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, THAT ARE CAUSED DIRECTLY BY THE NEGLIGENT OR INTENTIONAL ACT OR OMISSIONS TO ACT BY BE, ITS CROSSING GUARD, CROSSING GUARDS, OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES, CONTRACTORS, AND/OR EMPLOYEES. BE ACKNOWLEDGES AND AGREES THAT BE'S DUTY TO DEFEND IS DISTINCT AND SEPARATE FROM BE' INDEMNITY OBLIGATION AND ACKNOWLEDGES AND AGREES TO DEFEND AND INDEMNIFY CLIENT ACCORDINGLY.**

FURTHER, SHOULD CLIENT SEEK INDEMNITY AND DEFENSE UNDER THIS PROVISION, CLIENT IS UNDER A DUTY TO COOPERATE WITH BE IN THE INVESTIGATION, PRODUCTION OF INFORMATION AND CONCLUSION OF THE MATTER. THIS DUTY INCLUDES, BUT IS NOT LIMITED TO, IF AVAILABLE, TO PROVIDING VIDEO FOOTAGE, INCIDENT REPORTS, STATEMENTS FROM WITNESSES, PICTURES, AMONG OTHER EVIDENCE AND INFORMATION REGARDING THE INCIDENT IN QUESTION. IN ADDITION, CLIENT'S DUTY TO COOPERATE EXTENDS TO PARTICIPATION IN ANY STATE OR FEDERAL LEGAL OR ADMINISTRATIVE PROCESS TO RESOLVE OR CONCLUDE THE INCIDENT IN QUESTION. ADDITIONALLY, CLIENT IS UNDER A DUTY TO REPORT ALL INCIDENTS TO WHICH CLIENT SEEKS INDEMNITY AND DEFENSE TO BE WITHIN A 90 DAY PERIOD THAT RUNS FROM THE DATE OF THE INCIDENT. FAILURE TO COMPLY WITH REPORTING AND PRODUCTION OF INFORMATION, REGARDING THE INCIDENT TO BE, WARRANTS BE' COMPLETE DENIAL OF COSTS FOR INDEMNITY AND DEFENSE TO CLIENT UNDER THIS PROVISION.

- 8. INDEMNIFICATION TO BE. CLIENT SHALL INDEMNIFY, DEFEND, AND HOLD BE HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, DAMAGES, CLAIMS, OR CAUSES OF ACTION, AND ANY RELATED EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, THAT ARE CAUSED, DIRECTLY**



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OR INDIRECTLY, BY CLIENT'S OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES, CONTRACTORS, AND/OR EMPLOYEES. BE SHALL NOT BE LIABLE FOR ANY CLAIM, DEMAND, OR LIABILITY RESULTING IN WHOLE OR IN PART FROM ANY NEGLIGENT ACT, INTENTIONAL OR WILLFUL MISCONDUCT OF CLIENT, OR ANY OF CLIENT'S OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES, CONTRACTORS, AND/OR EMPLOYEES. CLIENT ACKNOWLEDGES AND AGREES THAT CLIENT'S DUTY TO DEFEND IS DISTINCT AND SEPARATE FROM CLIENT'S INDEMNITY OBLIGATION AND ACKNOWLEDGES AND AGREES TO DEFEND AND INDEMNIFY BE ACCORDINGLY. THIS SECTION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

9. **TERMINATION AND RIGHTS.** BE may terminate this Agreement if Client fails to pay any amount called for by this Agreement thirty (30) days after the payment is due and payable to BE, if Client fails to substantially perform any other provision in this Agreement within ten (10) business days after BE has requested, in writing, the performance thereof, or if any proceeding in bankruptcy or receivership of insolvency shall be commenced by or against Client or Client's property or if Client makes any assignment for the benefit of creditors. Should BE have valid justification to terminate this Agreement, it may cease rendering all services to Client, and BE shall be entitled to recover any existing amount due from Client and all other sums to which BE may be entitled under law. Further, should BE have valid justification to terminate this Agreement, BE shall be entitled to remove from Premises, all equipment furnished by BE located or installed at Premises. Removal of any such equipment or the cessation of any such services supplied by BE shall not constitute a breach of this Agreement by BE or a waiver by BE of any damages, legal or equitable, or any rights. Client has been granted the right to terminate this Agreement, with or without cause, upon thirty (30) days written notice to BE. Further, should BE file for bankruptcy or become insolvent, Client may terminate this Agreement upon immediate written notice by Client provided to BE.

10. **ATTORNEYS' FEES.** In any legal action, arbitration, or other proceeding brought to enforce or interpret the terms of this Agreement, the prevailing Party shall be entitled to recover reasonable attorneys' fees and costs. Likewise, should a dispute arise regarding tender of liability, indemnification or defense to the Company by third parties or the Client, the prevailing Party shall be entitled to recover reasonable attorneys' fees and costs.



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- 11. DISPUTE RESOLUTION; GOVERNING LAW.** The laws of the State of California shall govern this Agreement, in all of its aspects, including execution, performance, interpretation, and enforcement. All disputes arising under or in connection with this Agreement shall be submitted to Judicial Arbitration and Mediation Services, Inc. ("JAMS") or a successor organization for binding arbitration in Los Angeles County, California by a single arbitrator who shall be a former California Superior Court judge. The arbitrator shall be selected by JAMS in an impartial manner determined by JAMS. Except as may be otherwise provided herein, the arbitration shall be conducted under the California Arbitration Act, Code of Civil Procedure section 1280 et seq. The arbitrator shall have complete authority to render any and all relief, legal and equitable, appropriate under California law. The arbitrator shall award costs of the proceeding, including reasonable attorneys' fees, to the Party determined to have substantially prevailed. This Section will survive the termination or expiration of this Agreement.
- 12. FORCE MAJEURE.** Neither Party shall be liable for any damages or other losses resulting from failure to perform its obligations under this Agreement where such failure is the result of a cause beyond the Party's reasonable control.
- 13. CLIENT ACKNOWLEDGMENT.** Client acknowledges that Client has read and understands this Agreement and has entered into it freely and voluntarily based on Client's own judgment and not on any representations or promises other than those contained in this Agreement.
- 14. INTEGRATION.** This Agreement fully supersedes any and all prior agreements or understandings between the Parties hereto or any of their respective affiliates with respect to the subject matter hereof, and no change in, modification of, or addition, amendment or supplement to this Agreement shall be valid unless set forth in writing and signed and dated by both Parties hereto subsequent to the execution of this Agreement. This Agreement's terms and conditions shall prevail should any contradiction arise between this Agreement and any content attached by BE.
- 15. ENFORCEABILITY.** In the event any of the terms or provisions of this Agreement shall be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect.
- 16. MODIFICATION.** This Agreement can only be modified by an agreement signed by the parties.
- 17. WAIVER.** No waiver of a breach of any term(s) or condition(s) of this Agreement



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shall be construed to be a waiver of any succeeding breach of any other term(s) or condition(s) of this Agreement.

18. INDEPENDENT COUNSEL: The Parties agree that each Party, and such Party's counsel, have reviewed and revised this Agreement and any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in the interpretation of this Agreement or any amendment hereto or thereto or exhibits herein or therein.

19. IMPLIED TERMS. This Agreement contains no implied terms. Nothing herein shall be deemed to be for the benefit of any person, party, or entity not a party hereto.

20. HEADINGS. The section headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

21. NOTICES. Any notices, demands, or other communications required or desired to be given hereunder by any party hereto shall be in writing and shall be deemed to have been given if delivered personally, delivered by a reputable overnight courier, or sent by registered or certified mail with return receipt requested (deposited in postage prepaid) to the party at the address set forth at end of this Agreement (unless and until a party shall give notice of change of address and such new address shall be the place to which notices, demands, or other communications can be delivered or mailed).

22. Belcher Enterprise, LLC is an Equal Opportunity Employer and provides a drug-free workplace. All Clients are expected to comply with the regulations that pertain to both.

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IN WITNESS WHEREOF, The Parties have caused this Agreement to be executed on its behalf by its duly authorized agent as of the day and year indicated below.

Address:

Redlands Unified School District
20 W. Lugonia Avenue
Redlands, CA 92374

Address:

Belcher Enterprise, LLC.
285 South Atlantic Blvd,
Los Angeles CA 90022

Carianne Mackamul-Covey
Authorized Signature on behalf of Client

Joe Rodriguez
Authorized Signature on behalf of BE

Carianne Mackamul-Covey

Name (Typed or Printed)

Joe Rodriguez

Name (Typed or Printed)

Risk & Benefits Manager

Title

Owner

Title

1-31-25
Date

11-06-24
Date

O: (909)307-5300 x20502

Carianne_mackamul-covey@redlands.k12.ca.us

Contact Info



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EXHIBITA – Premises

Address: (blank) _____

Location: (blank) _____

EXHIBIT B – Post Orders

TBD

EXHIBIT C – Schedule of Coverage

Schedule: TBD _____



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EXHIBIT D – Schedule of Charges for Security Services and Equipment

Crossing Guard Cost Per Hour	\$ 28	Number of Crossing Guards	18
Hours per Week		Total Number of Weeks	
Notes			

Crossing Guard. The crossing guard rate is predicated on a single shift daily without the need for a split shift premium to be paid the crossing guard. If extra shifts are added this rate will change.

Overtime. The overtime rate is for each hour of service rendered by each Crossing Guard in excess of eight (8) hours on any single shift within a twenty-four (24) hour period or in excess of forty (40) hours in any single week. For each Crossing Guard who is required to appear in court or at a deposition as a witness as a result of an occurrence at Client's facility, BE shall bill Client at the overtime rate for the amount of hours the Crossing Guard is required to be present in court, plus parking charges and travel time to and from court.

Additional Service. BE, at its option, may accommodate requests for additional service. Any additional service must be requested at least seventy-two (72) hours prior to start time. Failure to give adequate notice [seventy-two (72) hours] will result in service being billed at overtime rates. All additional services rendered will be billed at a four (4) hour minimum regardless of notice.

Notice. If Client takes exception to any services performed hereunder, or claims that BE has failed to perform any services or with any invoice, such exception or claim must be submitted in writing to BE within five (5) business days of the invoice or date of services rendered as applicable, or the services in question shall be deemed accepted by Client.

Reasonable Expenses. Client shall reimburse BE for all reasonable expenses and the mileage cost traveled by guards for each mile beyond Premises and/or Post Order zone at the IRS mandated rate.