



CA. PI# 24423 PPO# 15847

Agreement For Contracted Security Services
Between Rank Investigation and Protection, Inc. PPO#15847
And
Mountain House Community Services District

August 26, 2019

This agreement shall take effect on August 26, 2019 and is made by and between Rank Investigation and Protection, Inc. (herein after referred to as "Agency") and Mountain House Community Services District (herein after referred to as "Client").

WHEREAS, the client requires professional security services as described in Article 1.
WHEREAS, the agency is a licensed professional within the State of California.
WHEREAS, the parties desire to contract for specific services: NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and promises herein set forth, it is agreed between the parties hereto, as follows:

ARTICLE 1
SERVICES, PERSONNEL AND TIME SCHEDULE

Agency shall perform all services as specified in Attachment 1 to the Agreement. In performing the specified services, Agency shall follow practices consistent with professional standards in the industry, unless higher standards are required by this Agreement.

Agency shall be responsible for the supervision and direction of the work by Agency employees. Client reserves the right to require Agency to replace any personnel that it deems to be unsatisfactory. Agency is employed as an independent contractor to provide professional security services. Agency shall be compensated per Attachment 2.

Agency shall be responsible for the completeness and the accuracy of its work, and shall correct, at its expense, all errors or omissions therein which may be disclosed. Client's approval or disapproval of changes shall not in any way shift the responsibility from Agency.

Agency shall have completed all services specified by the Agreement in accordance with the requirements of Attachment 1.

ARTICLE 2
ORDER OF PRECEDENCE

The following order of precedence shall govern in the event of a conflict between the documents of this Agreement:

- a: This Agreement (including attachments 1-3)

ARTICLE 3
ACCESS TO PROPERTY

Client will obtain and/or grant free access to any location and/or property necessary in order for Agency to perform the work/services.

ARTICLE 4
STANDARD OF CARE

Agency shall perform its services under this Agreement with a level of care and skill ordinarily exercised by members of the security services profession and as required by law. Interpretations and recommendations by Agency will be based solely on data available to Agency. Agency is responsible for data, interpretations, and recommendations, but it not responsible for other parties' interpretations or use of information.

ARTICLE 5
SERVICES OF AGENCY

Client agrees that its officers and employees will cooperate with Agency in the performance of services under this Agreement and will be available for consultation with Agency at such reasonable times as do not conflict with Client's other responsibilities. Client shall appoint a representative who shall be the technical contact with Agency's representative.

ARTICLE 6
CHANGES TO SCOPE OF WORK

By mutual Agreement, the Client may at any time, by written order, make changes within the general scope of the Agreement in the services of work to be performed. If such changes cause an increase or decrease in the cost of, or time require for, performance of Agency's services under this Agreement, an equitable adjustment shall be made in the costs, approved by the Agency's representative, and this Agreement shall be modified in writing accordingly. Any claim of Client for adjustment under this Article must be asserted in writing within twenty (20) calendar days after receipt by Agency of the written order for change.

Agency shall not be entitled to additional compensation unless it has received written authorization of the Client to provide such additional services.

ARTICLE 7
COMPENSATION AND INVOICES

The Client shall pay Agency for work under the terms of this Agreement in accordance with the schedule of payments listed in Attachment 2.

If Client objects to an invoice or any portion thereof, Client will notify Agency in writing within ten (10) days from the date Client received invoice. The notification shall be in writing and identify the reason for Client's objection. Client shall continue to be obligated to pay any portion of the invoice to which Client does not object.

The parties agree to make a good faith effort to resolve any disputed invoice.

ARTICLE 8
INSURANCE; INDEMNIFICATION

Agency shall comply with insurance requirements stated in Attachment 3.

At Client's request, Agency will provide certificates of insurance to Client upon execution of this Agreement for Commercial general liability and worker's compensation insurance. Certificates of insurance listing Client as an additional insured may be required/provided. If certificates for A/I Additional Insured are required client shall make this request in writing. There is no charge to Client for a General Certificate of Insurance.

Agency shall ensure that, with respect to all persons performing the services, Agency will maintain in effect at all times during performance of services, coverage or insurance in accordance with the applicable laws relating to worker's compensation. Agency shall defend, indemnify, and hold harmless the Client, its directors, officers, employees, and agents against any and all loss, damage, liability, claims, suits, and costs arising out of or in connection with Agency's performance of its duties and obligations under this contract. Agency is not responsible under this paragraph for any loss, damage, claims, suits, or costs resulting solely from the negligence or willful misconduct of Client, its directors, officers, employees, agents and volunteers.

ARTICLE 9
CONFIDENTIAL INFORMATION

Except as otherwise required by law, neither party shall disclose to any 3rd party any information concerning the other party or the work provided under this Agreement. Both parties shall consider all information provided in the performance of the work and all reports, studies, plans, or business information resulting from the performance of this Agreement to be confidential, unless otherwise provided by law.

The provisions of this section shall apply to all consultants, contractors, or subcontractors that may be retained by Agency for work involving the product of this Agreement. All

Agreements with such consultants, contractors or subcontractors shall contain the provisions of this section verbatim.

The term of this Article 9 shall survive termination of this Agreement.

ARTICLE 10 SUBCONTRACTORS

Subcontracted services shall not be used to fulfill the terms of this Agreement without Client's prior written approval.

ARTICLE 11 INTERFERENCE WITH OPERATION

Client shall not interfere with the normal operation of Agency's facilities or equipment, or with the work of any contractors or subcontractors on Client's premises. When Client anticipates unavoidable interference, it shall notify Agency at least 7 calendar days in advance, and Client's representative will determine in advance whether such interference is unavoidable and will, if required, establish the necessary procedures under which the interference will be allowed. Agency shall have final determination of priorities in case of conflicts with operations of others.

ARTICLE 12 TERM AND TERMINATION

This Agreement shall be in effect for 35 days from August 26, 2019, but Client may extend the term in writing. Thereafter, it shall continue in force until completion of all services required of Agency, unless terminated by Client or Agency pursuant to the provisions herein.

This Agreement may be terminated in whole or in part in writing by either party in the event of failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party; provided that no such termination may be effected unless the other party is given: (1) not less than ten (10) working days written notice of intent to terminate, and (2) an opportunity for consultation with the terminating party in order to correct any such default prior to termination.

The Agreement may be terminated in whole or in part in writing by Agency or client, or either party's, for its convenience, provided that no such termination may be effected unless Agency or Client is given not less than thirty (30) working days written notice of intent to terminate. Agency shall be paid on a pro rata basis based upon the payment schedule in Attachment 2 for work completed under the Agreement through the effective date of termination.

ARTICLE 13 MISCELLANEOUS

The laws of the State of California shall govern the interpretation of this Agreement.

Any notice required or permitted to be given, hereunder shall be deemed to have been given when received by the party to whom it is directed – by personal service, hand delivery, or mail delivery:

To Agency: Steven Rank
Rank Investigations and Protection
1301 K Street Suite G
Modesto, CA 95354
Phone 209-526-2025
Fax 209-574-9445

To Client: Steven Pinkerton
Mountain House Community Services District
230 Sterling Drive
Tracy, CA 95391
209-831-2300

Either party may change its representative or address above by written notice to the other.

This Agreement, including Attachment 1-3, which are hereby incorporated by reference, and the documents listed under Article 2, represent the entire understanding of the parties to the subject matter herein. No prior oral or written understanding shall be of any effect with regard to these matters. Any change or modification of this Agreement other than a change under Article 6 (change to scope of work) shall be made upon written consent of both parties.

In the event of any section, sentence, clause or phrase of this Agreement is adjudicated by a court of last resort in a competent jurisdiction, to be invalid or illegal, the remainder of the Agreement shall be unaffected by such adjudication and all other provisions of this Agreement shall remain in full force and effect as through the section, sentence, clause or phrase so adjudicated to be invalid had not been included herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives as of the date written

RANK INVESTIGATION AND
PROTECTION, INC.

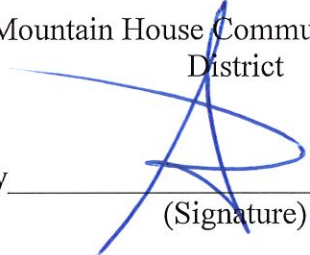
By 
(Signature)

STEVEN RANK
(Typed or Print Name)

President and CEO
(Title of Authorized Representative)

August 26, 2019
(Dated)

Mountain House Community Services
District

By 
(Signature)

Steven Pinkerton
(Typed or Print Name)

General Manager
(Title of Authorized Representative)

August 26, 2019
(Dated)

ATTACHMENT 1

SCOPE OF SERVICES & SCHEDULING

Rank Investigation and Protection, Mountain House Community Services District, hereby mutually agree to the following:

Rank Investigation and Protection, Inc. shall provide a security officer to protect the following property including but not limited to:

- All assets owned by the district
- All utilities infrastructure within the district
- All parks and buildings

Such protection shall take the form of patrol during the scheduled security officer hours specified below.

Schedule of hours be at the request of client with a minimum seven days notice of any changes.

Rank Investigation and Protection, Inc. will provide marked patrol vehicle.

Security personnel shall be English speaking.

Security personnel shall wear a uniform, clearly designating them as security.

Security personnel shall be experienced in providing security and be able to appropriately and professionally handle hostile situations or unauthorized persons on the premises.

Rank Investigation and Protection, Inc. and client shall produce post orders as to duties and responsibility of security personnel.

Agency shall provide other security/safety duties and responsibilities as mutually agreed to by both parties.

Security personnel shall detain, attempt to arrest, and prosecute any person, employee, or patron of the property owned/managed by Mountain House Community Services District that physically assaults any staff member/officer of Rank Investigations and Protection.

Security personnel shall provide, to Client, a written report of anything unusual that was observed during an assigned shift or any significant issue that arose during the day.

Agency neither implies nor guarantees a specific level of service, if any, under this Agreement.

Scheduling: Scheduling to be determined by Client, with a minimum of 16 hours per day.

ATTACHMENT 2
PAYMENT SCHEDULE AND BILLING RATES

Rate shall be: \$38.00 per man hour. This rate shall include: daily subsistence, benefits, insurance, payroll taxes, overhead and profit. This rate DOES NOT include shifts worked/assigned longer than 8 straight hours at the request of the client. The overtime/holiday rate shall be \$50.50 per hour.

Additional rate: Patrol Vehicle \$5.50 per hour

Rates are to remain firm for the period of August 26, 2019, through September 30, 2019. Rates and fees are subject to change after September 30, 2019. Any rate changes will be within an agreement between Rank Investigations and Protection and the representative of Mountain House Community Services District

Payment Terms: There are 2 (two) billing cycles per month. Client will receive, by mail/e-mail, an invoice on the 16th of each month for services from the 1st through the 15th of each month. The second billing will be mail/e-mailed to Client on the 1st of the month for services from the 16th through the last day of each month. All invoices are due upon receipt. There will be a 10% fee for all past due invoices. Bi-weekly billing is for standing uniformed officers only.

Any issues in regards to invoices must be made in writing within 15 days of the date of the invoice.

ATTACHMENT 3
INSURANCE REQUIREMENTS

Worker's Compensation:

Agency shall provide worker's compensation insurance pursuant to the laws of the State of California. Currently agency carry's \$1,000,000.00 policy

Business General Liability Insurance:

Agency shall provide business general liability insurance of not less than the following:

Single limit coverage applying to
Bodily and Personal Injury Liability
And Property Damage.....
\$1,000,000 each occurrence
\$4,000,000 umbrella policy

Vehicle insurance:

Agency maintains \$1,000,000.00 vehicle insurance policy

Client will be added as additional insured at no cost to client.

