



CUSD Central Adult School

**2698 N. Brawley
Fresno CA 93722**

Superior Service, Reliable People.

www.cissecurity.com



SERVICE AGREEMENT

1. Geil Enterprises, Inc. d.b.a.; CIS Security, Federal Tax I.D. #77-0149392, herein after referred to as "CIS", hereby agrees to provide properly licensed and uniformed personnel for the purpose of rendering security guard services, herein after referred to as the "Service", as specified by **Central Unified School District, 4605 N. Polk, Fresno, CA 93722** herein after referred to as the "CLIENT", whose business is located at The properties to be protected, referred to as the "protected property", is located at **Central Adult School (Class), 2698 N. Brawley, Fresno, CA 93722**. The place of performance of this contract is the **County of Fresno**.
2. The Security Officer furnished by CIS shall perform such Service as agreed upon by CIS and the CLIENT. It is understood that the Security Officer shall be and remain an employee of CIS and that CIS shall be responsible for the hiring, licensing, training, and supervision of all such Security Officers. However, notwithstanding the foregoing, if the CLIENT alters any written post instructions or directions given to the Security Officer by CIS, or if the CLIENT assumes any supervision of said Security Officer, the CLIENT shall be solely liable for any and all consequences.
3. It is understood and agreed between CIS and the CLIENT that the Service to be performed by CIS are rendered by CIS not as an insurer, nor as warrantor of loss prevention, but rather that CIS and its employees shall use reasonable care and judgment in carrying out the specific duties as described by the bid and proposal, and that CIS will be responsible for the actions of its employees.
4. In performing the Service required of it under this Agreement, CIS shall comply with all applicable Federal, State, County and City statutes, ordinances and regulations.
5. CIS shall furnish and keep in full force and effect at all times during the term of this Agreement, the following insurance:
 - a) General Liability insurance in the name of CIS for \$5,000,000 for protection against loss from a tort resulting in bodily injury or death.
 - b) Worker's compensation insurance covering all employees of CIS engaged in performing the Service required by this Agreement.
6. CIS hereby agrees to indemnify and hold harmless the CLIENT with respect to all claims, demands, causes of action, claims for relief, actions and judgments (herein after "claims") that are caused by or based upon the negligence or misconduct of CIS or its agents or employees while they are on the premises of the CLIENT, including, but not limited to, personal injury, wrongful death and property damage claims, provided, however, CIS shall not be required to indemnify the CLIENT for claims that are caused by the negligence or misconduct of the CLIENT or its agents or employees.
7. During the term of this agreement, the CLIENT agrees to use exclusively personnel of CIS at the sites mentioned in #1 of this agreement and CIS agrees to furnish such number of Security Officers as required and defined by the CLIENT. CLIENT agrees that it will not employ, directly or indirectly, any person who has been employed by CIS at the site described above within one hundred eighty (180) days following the last date on which CIS employed such person. In the event of breach by the CLIENT of this provision of the Agreement, it shall pay CIS the sum of One Thousand Dollars (\$1,000) as liquidated damages.
8. CIS shall remove any CIS employee from the CLIENT'S site, at the CLIENT'S request, with written explanation from CLIENT.
9. This agreement shall commence on **August 8, 2017**, and shall continue in full force and effect until cancelled by either CLIENT or CIS with 1 day written notice.
10. Should the duties of the Security Officer change in any way, CIS may request a rate change. If both parties cannot mutually agree on the rate change, this agreement may be canceled with seven (7) days written notice by either party. It is further agreed by and between the CLIENT and CIS that this agreement is to be continued in full force and effect from term to term after the expiration of the term. CIS or the CLIENT may terminate this agreement at any time with a thirty (30) day written notice of cancellation.

11. After notifying CIS in writing of a deficiency in performance, CIS will have 14 days in which to remedy said deficiency. If said deficiency has not been remedied within 14 days, the CLIENT may terminate this agreement with a thirty (30) day written notice. It is further agreed and understood that this Agreement may be reopened upon the request of either party, once each consecutive 12-month term that this Agreement remains in full force and effect for the purpose of negotiating a revised rate for the Service being provided.
12. All Security Officers furnished hereunder shall be the employees of CIS, an independent contractor, and not an employee of the CLIENT, and CIS will pay all salaries and expenses of said Security Officers and withhold all Federal, State, and Social Security Taxes and Federal and State Unemployment Taxes and any similar taxes relating to such personnel of CIS. In the event labor costs are increased due to new Federal or State laws by more than 1% prior to the expiration of this contract, the CLIENT agrees to pay CIS such increase as due for the remainder of the contract life.
13. The CLIENT acknowledges that the CLIENT alone has chosen the number of Security Officers and type of Service to be provided herein and that CIS has informed the CLIENT that additional Security Officers are available at an additional cost to the CLIENT and the CLIENT has elected not to avail themselves of the additional Security Officers and services.
14. CIS agrees, pursuant to request of the CLIENT, to furnish Service as directed by Client's management. Services will be as follows: **Monday – Thursday 17:00-21:00, Monday – Thursday 8:30 – 16:30 and Friday's 8:00-16:00.** The services shall continue as needed until cancelled by either CLIENT or CIS.

15. For services herein furnished, the CLIENT will pay CIS as follows:

<u>Effective Date</u>	<u>Regular Rate</u>	<u>Holiday Rate</u>	<u>Overtime/Premium Rate</u>
8/8/17	\$20.42	\$30.62	\$30.62
1/1/18	\$21.33	\$ 31.99	\$31.99

* If scheduled hours change, the rate is subject to change.

16. The Holiday Rate is included in the regular rate above and will be paid for all hours worked on the scheduled holidays. The approved holidays for this contract will be:



- New Years Day
- Presidents Birthday
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Christmas Day

17. The total number of Security Officer Man-hours shall be no less than four (4) hour consecutive increments.
18. A Premium Rate equals one and one-half (1½) times the regular rate per hour. Any hours requested by CLIENT in addition to the regularly scheduled hours, with less than (14) fourteen days notice, will be billed at the Premium Rate for the first (14) fourteen days of additional service. Any short-term hours requested (less than eight (8) consecutive hours, but no less than four (4) consecutive hours) in addition to the regularly scheduled hours shall be at the Premium Rate. Such requests must be made and authorized by the CLIENT. Such short-term hours may result from, but are not limited to, situations arising from emergencies, special assignments, or schedule additions or reductions. The Premium Rate will be in effect during any labor disputes, strike, or during any negotiating period under an extended or expired labor contract. All court time required as a result of performance of duty shall require that the CLIENT pay CIS at the Premium Rate.

19. CLIENT agrees that the schedules contracted for will include breaks and meal periods due the employee under any applicable State or Federal Regulations. Under any security conditions that may arise whereby continuous minute-by-minute security is mandatory during the entire regularly scheduled shift, CLIENT will be responsible for additional charges from CIS to provide coverage during any mandatory break periods. CLIENT further agrees that CIS personnel assigned to their locations will have access to restroom facilities and fresh water. If none are available CIS shall have the option of contracting for portable restrooms and bottled water, and bill CLIENT for any charges incurred.
20. CIS shall furnish all Security Officers assigned hereunder to the CLIENT's sites with all appropriate equipment and uniforms.
21. Any and all property, equipment, supplies, apparatus, etc., furnished by CIS hereunder and placed at or on any of the sites shall remain the property of CIS, and CIS shall at all times during and after the term of this Agreement have the sole and exclusive right to install, maintain, replace, and remove said property, equipment, supplies, apparatus, etc.
22. Invoices for services rendered will be made from CIS to the CLIENT monthly. Invoice totals are due 15 days from date of invoice. Upon non-payment of any sum due CIS hereunder, CIS has the right to suspend any or all services with same day notice to the CLIENT by fax, phone call or mail delivery. It is further agreed that if payment is not made as herein described, CIS may add a one and one-half percent (1½%) charge to that amount of any unpaid invoice and that the CLIENT shall be liable to CIS for all reasonable attorney fees CIS incurs to effect collection of any invoices unpaid in whole or in part.
23. If any action at law or inequity is necessary to enforce or interpret the terms of the agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements, in addition to any other relief to which such party may be entitled.
24. This Agreement, including any attachments hereto incorporated by reference constitutes the entire agreement between CIS and the CLIENT concerning the furnishing of security officer services by CIS to the CLIENT. The Agreement supersedes all prior and contemporaneous agreements, if any made between the parties. Only an instrument in writing, which expressly refers to the Agreement and specifically states that it is intended to amend it, may amend the Agreements. No party is relying upon any warranties, representations or inducements not set forth herein. This Agreement may be executed in any number of counterpart copies, each of which counterpart copy shall be deemed an original for all purposes. A facsimile or computer generated copy of this agreement signed by the Parties will be deemed an original of this Agreement.
25. It is agreed by and between CIS and the CLIENT that if any of the terms or provisions of the Agreement shall be determined to be invalid or inoperative, all the remaining terms and provisions shall remain in full force and effect.

DATE: AUG 16 2017

DATE: 7/20/17


GUSD Class

CIS Security


cis
security

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*Reviewed by
Amy's shift*

C.L.A.S.S. Security Calendar 2017-2018

July 2017

SUN	MON	TUE	WED	THU	FRI	SAT
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

August 2017

SUN	MON	TUE	WED	THU	FRI	SAT
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

September 2017

SUN	MON	TUE	WED	THU	FRI	SAT
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

October 2017

SUN	MON	TUE	WED	THU	FRI	SAT
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

November 2017

SUN	MON	TUE	WED	THU	FRI	SAT
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

December 2017

SUN	MON	TUE	WED	THU	FRI	SAT
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

January 2018

SUN	MON	TUE	WED	THU	FRI	SAT
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

February 2018

SUN	MON	TUE	WED	THU	FRI	SAT
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28			

March 2018

SUN	MON	TUE	WED	THU	FRI	SAT
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

April 2018

SUN	MON	TUE	WED	THU	FRI	SAT
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

May 2018

SUN	MON	TUE	WED	THU	FRI	SAT
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

June 2018

SUN	MON	TUE	WED	THU	FRI	SAT
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

M-TH 5:00-9:00 143 days
M-TH 8:30-4:30 145 days
F 8:00-4:00 36 days
7/18/17 gfm

Central Learning Adult School Site
2698 N. Brawley Ave.
Fresno, Ca 93722
559 276-5230