



Eagle Eye Security, Inc.
3209 E 3625 N
Kimberly, ID 83341
208-308-6075
www.eagleeyesecurityidaho.com

SERVICE AGREEMENT

This Service Agreement ("Agreement") is between **Eagle Eye Security, Inc.** located at 3209 East 3625 North, Kimberly, Idaho, 83341, hereinafter called "EES", and **Caldwell School District #132**, with the district office located at 1502 Fillmore St, Caldwell, ID 83605, hereinafter called "Client." EES and Client may hereinafter also be referred to individually as "Party" or together as "Parties."

The Effective Date of this Agreement is August 14, 2024.

NOW, THEREFORE, it is hereby agreed by and between the Parties as follows:

INDEPENDENT CONTRACTOR:

This Agreement shall be for the sole benefit of the Client and EES and shall not be interpreted to benefit third parties. The relationship of the parties hereto is that of contractor and independent contractor, and it is expressly understood and agreed that each party and their officers, agents, and employees do not in any way, nor for any purpose, become a partner, agent, joint venture, servant, or employee of the other.

SCOPE OF PERFORMANCE:

EES shall provide, at the discretion of the Client, one armed and uniformed private security officer at each of the following 4 schools located in the City of Caldwell, Idaho (Syringa Middle School, Jefferson Middle School, Canyon Springs High School, and Caldwell High School). Officers will perform security related work for potential and/or active threat incidents as directed by EES Command Staff. EES staff will be responsible for all supervision of EES security officers. EES and Client will agree on necessary duties to be performed. Duty related issues of concern will be forwarded to EES command personnel from Director of Operations, Eric Phillips. Security officers will answer directly to EES command staff, solely. school staff will forward their suggestions, issues of concern etc. as directed by District # 132 protocol. Assigned EES personnel shall have no involvement nor responsibility to address the Client's enforcement of its discipline policies.

USE OF FORCE:

The use of force by EES shall be governed by the statutory and common law of the state of Idaho. EES, it's officers and employees, shall have the right to exercise due discretion in the performance of duties under this Agreement, including, but not limited to the type, nature, extent, and result of any response or activity undertaken by EES, it's officers and employees. The determination of such use is the sole responsibility of EES and shall be exercised at the decision, discretion and legal responsibility of EES.

CLIENT LOCATIONS:

This Agreement includes 2 middle schools and 2 high schools for School District # 132. Syringa Middle School, Jefferson Middle School, Canyon Springs High School, and Caldwell High School.

SAFETY:

EES will be responsible for training and educating security officers ("Personnel") regarding all applicable safety and health rules and regulations and requiring that its employees and agents abide by those rules and regulations. EES

represents to Client that its personnel assigned to the performance of services pursuant to this Agreement have been properly trained, certified, and licensed (where and when appropriate), to perform the tasks they are performing.

EES'S REPRESENTATION:

EES represents, and Client relies on the representation, that EES possesses all necessary licenses, including a state and city related licenses and is insured and qualified to perform duties related to a Security Officer performing the type of Services required herein in the City of Caldwell, State of Idaho. EES employs and or if applicable, subcontracts with adequate skilled and trained and properly licensed security personnel. EES further represents that it is fully equipped to provide the services and upon request from Client, EES will remove or relocate any of its security personnel whose behavior or conduct is questioned or deemed improper, in Client's sole discretion.

COMPENSATION AND PAYMENT:

- A. Method of Compensation. EES and Client agree the method of compensation will be at rates specified in the Schedule of Rates (Exhibit A to this Agreement).
- B. Exhibit A - Schedule of Rates. Exhibit A shall set forth clearly its effective date and all rates for labor and expenses that will be invoiced to Client under this Agreement monthly. The labor rates shall be divided into 10 consecutive months (\$28,000.00/month) beginning September 1, 2024 and terminating at the end of the last day of school in May, 2025. The total amount of this contract is based on 171 days of security coverage totaling \$280,000.00.
- C. Modification of Schedule of Rates. During the Term of this Agreement, EES shall not modify the schedule of Rates.
- D. Invoices. Unless otherwise agreed by the Parties, EES shall submit its charges for Services under this Agreement on a monthly basis. Client shall pay EES within thirty (30) days of Client's receipt of the invoice, without deduction or offset of any kind or nature whatsoever. Client agrees to pay EES interest at 5 percent (5%) per Year or such maximum amount as permitted by law, whichever is less, on any invoice not paid within thirty (30) days of Client's receipt of said invoice. In the event EES incurs costs associated with enforcing this or any other provision of this Agreement, the costs, to include attorney's fees, will be paid by Client.

TERM AND TERMINATION:

The term of this Agreement shall be for the 2024/2025 school year from the effective date provided above. Either party may terminate this Agreement by serving the other party with written notice at least sixty (60) days prior to the termination date. An unsatisfactory payment pattern by the Client shall constitute good cause.

DISPUTE RESOLUTION:

Any dispute arising out of or in connection with this Agreement or its performance shall, to the extent practicable, be settled amicably by negotiation between the Parties represented by management of each Party, prior to either Party taking legal action.

PROVISIONAL REMEDIES:

Notwithstanding the foregoing, however, either Party may seek provisional legal remedies, if in such Party's judgment such action is necessary to avoid irreparable damage or preserve the status quo.

NOTICES:

Notices, letters, or other communications made in connection with this Agreement shall be mailed or delivered with a copy sent and faxed to any Authorized Representative of the respective Party. The delivery at the addresses listed below or depositing in a postage prepaid envelope with the mailing address as designated below in any post office, along with

copies and faxes to the individual(s) specified, of a letter or other communication shall be deemed sufficient notice of service thereof upon the Party to whom it is sent and the date of such notice or service shall be the date of such delivery or depositing. Nothing herein contained shall be deemed to preclude or render inoperative the service of any notice, letter, or other communication upon a Party personally.

If to Client: Caldwell School Dist. #132 Attn: Eric Phillips -
Director of Operations 1502 Fillmore St, Caldwell, ID 83605

If to EES: Eagle Eye Security, Inc.
Attn: Rantz Hanchey
3209 East 3625 North, Kimberly, Idaho 83341

INDEMNIFICATION:

Client shall defend, indemnify, and hold harmless EES and its officers, directors, affiliates, agents and employees from and against all claims, actions, damages, losses, penalties, and expenses, including reasonable attorneys' fees and disbursements, to the extent it arises out of or results from a breach of this Agreement, a breach in performance of the Services performed under this Agreement, or any negligent act or omission of Client or any subcontractor or agent of Client.

EES shall defend, indemnify, and hold harmless the Client and its officers, directors, affiliates, agents and employees from and against all claims, actions, damages, losses, penalties, and expenses, including reasonable attorneys' fees and disbursements, to the extent it arises out of or results from a breach of this Agreement or any negligent act or omission of EES or any employees or subcontractors or agents of EES.

LIMITATION OF CONTRACTUAL LIABILITY:

Neither Party shall be liable for damages under this Agreement to the extent that said damages arise out of loss of profit, loss of use or for any other indirect, special or consequential damages.

INSURANCE:

EES, at its own expense, shall procure and maintain, during the entire Term of this Agreement, the following types of insurance with limits as specified:

- A. Worker's Compensation Insurance shall be at the statutory limits and shall comply with the laws of the State of Idaho. EES's employees who are injured or become ill on the job at Client's facility will be subject to EES's Worker's Compensation Insurance procedures.
- B. Professional Liability (Errors & Omission) Insurance with limits of \$1,000,000 per claim and \$2,000,000 in the annual aggregate. The Client shall be identified as an additional insured on such policy of insurance. Upon request, EES will provide the Client with a copy of such insurance, including the declarations page, identifying the Client as an additional insured.
- C. Automobile Liability Insurance covering all owned, non-owned, or hired automobiles used in connection with the Services. Bodily Injury and Property Damage Liability limits shall be \$500,000 each accident Combined Single Limit.
- D. Prior to commencing Services under this Agreement, EES shall provide to Client a Certificate of Insurance evidencing such insurance coverage. These certificates shall contain a provision that coverage afforded shall not be canceled until at least thirty (30) days prior written notice has been given to Client.

FORCE MAJEURE:

No Party shall be liable for any breach, default or delay in the performance of its obligations under this Agreement (i) if and to the extent such breach, default or delay is caused, directly or indirectly, by: fire, flood, earthquake, elements of nature, riots, civil disorders, rebellions or revolutions in any country, changes in governmental rules, laws, regulations, ordinances, permits, or licenses, relating to the Services, discovery of undisclosed Hazardous Materials, or any other cause beyond the reasonable control of such Party (a "Force Majeure Event"), (ii) provided the non-performing Party is without fault in causing such breach, default or delay, and such breach, default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, work around plans or other commercially reasonable means.

GOVERNING LAW AND VENUE:

Enforcement or interpretation of this Agreement shall be in the state court of the State of Idaho, and all Parties hereby submit to the jurisdiction of said court for the stated purpose. Furthermore, this agreement shall be governed by and construed in accordance with the laws of the State of Idaho notwithstanding its choice of law provisions. Venue shall be in Twin Falls County, Idaho.

CONFIDENTIALITY:

- A. The Client is a governmental entity, subject to the public writing laws of the state of Idaho. Accordingly, the Client must comply with the provisions of the Idaho Public Writings Act found in Title 74, section 100 et. seq., Idaho Code. Such Act includes specified exclusions from production of requested documentation. When such document does not fall within such exception, production must occur. Encompassed in the protections from the production of public records includes the school's safety and security plan.
- B. Confidential Information: All data which a Party discloses to one another, which specifically falls within the exceptions of production in a public writings request pursuant to Idaho Law, shall be deemed to be Confidential Information, protected under the terms of this Agreement, provided in the case of tangible information, such information is marked with a legend or writing, stating that it is Confidential Information, or with a similar marking, and in the case of orally, visually, or electronically disclosed information, such information is orally identified at the time of initial disclosure as being Confidential Information or with a similar identification and followed within thirty (30) days by a written notice setting forth a brief description of the information and confirming the Confidential Information classification. All legally qualifying tangible, oral, visual, and electronic information disclosed in accordance with the terms of this paragraph shall hereinafter be referred to as "Confidential Information".
- C. Protection of Confidential Information: During the term of the Agreement and for a period of three (3) years after its expiration, the receiving Party will safeguard said Confidential Information with the same degree of care as it exercises over its own Confidential Information, but in no event less than reasonable care.
- D. Exceptions: Confidential Information will not be deemed to include information which, (i) at the time of disclosure to a receiving Party is generally available to the public or thereafter, without any fault of the receiving Party, becomes generally available to the public by publication or otherwise, or which becomes general knowledge; or (ii) was in the possession of the receiving Party prior to its disclosure by the disclosing Party; or (iii) was independently made known without restriction to the receiving Party by a third party not under any obligation of secrecy or confidentiality to the disclosing Party; or (iv) was developed by the receiving Party independently from the Confidential Information disclosed to it by the disclosing Party or (v) does not otherwise qualify as an exempt record from production pursuant to the Idaho Public Writings Laws.

ACCESS TO RECORDS:

Upon written request made within one (1) year of termination date of this Agreement, the Secretary of Health and Human Services and/or the Comptroller General of the United States, or their duly authorized representatives, shall have access to this Agreement and to EES's books, documents, and records necessary to verify the costs of services performed under this Agreement, in accordance with procedures established by applicable regulations implementing Section 952 of the Omnibus Reconciliation Act of 1980 (Public Law 96-499). Further, in the event EES carries out any duties of this Agreement through a subcontract with a value of \$10,000.00 or more over a 12-month period, such subcontract must contain a clause to the effect that the subcontractor will, for a period of one (1) year after the services were furnished, make available to the Secretary of Health and Human Services and/or to the Comptroller General, or their duly authorized representative, the subcontract and the books, documents, and records that are necessary to verify the nature and extent of the costs of the services provided under the subcontract.

NO USE OF NAME:

EES shall not use Client's trade names, service marks, logos, or any other intellectual proprietary property related thereto, for advertising of any other purposes, without the prior, express written consent of the Client.

ENTIRE AGREEMENT:

This Agreement and all other Contract Documents shall constitute the full agreement of the Parties and shall supersede any other terms and conditions proposed by or representations made by the Parties. This Agreement may not be modified except by a writing duly signed by both of the Parties hereto.

BACKGROUND CHECK:

EES warrants that all of its employees who will be performing services pursuant to this Agreement shall successfully pass (with regards to this section pass means no felonies and or approval by Client's Human Resources Director and/or Client's Employment Manager of the background checks containing more than one misdemeanor in total or a misdemeanor listed below) a background check performed by a qualified entity or agency.

A. At a minimum, the background check shall include:

1. A search for any county criminal convictions (felony and misdemeanor) during the preceding seven (7) years consistent with the requirements of Section 33-512(15) and section 33-130, Idaho Code.
2. For both the employee and company a search of the Office of Inspector General (OIG) List of Excluded Individuals/Entities (LEIE), the General Services Administration (GSA), Excluded Parties List System (EPLS), any applicable state healthcare exclusion list, list of individuals who are excluded from participating in government healthcare programs; and
3. A search of Idaho's sex offender registry.
4. Employment, social security, and education verification.

B. If the record of any of EES's employees contains any of the following, that employee shall not be allowed on Client's site(s):

1. A Felony within the past seven (7) years; or
2. Two (2) or more misdemeanors within the last three (3) years; or
3. One (1) or more misdemeanors relating to one or more of the following areas; any battery relating to child care, employment, or resisting arrest at any time; Misdemeanor theft committed during the previous five (5) years or grand theft committed during the previous seven (7) years; offenses involving substantial misrepresentation of any material fact to the public or an employer, including embezzlement, bribery, fraud, racketeering or allowing

an establishment to be used for illegal purposes; a DUI conviction within the last three (3) years or pending charge.

- C. In the event EES's employee does not meet the above criteria, EES may request that Client allow an employee on site by providing Client with a copy of the employee's background check. Approval for the EES's employee to work on Client's premises is subject to the approval of the Client's Human Resources Director and at the sole discretion of Client.
- D. Client reserves the right to disqualify EES if EES or any of EES's employees has a history of criminal activity or criminal misconduct, at Client's sole discretion.

Caldwell School District #132

Eagle Eye Security, Inc.

Signature

Signature

Printed Name of Signer

Printed Name of Signer

Title of Signer

Title of Signer

Date

Date