



Admiral Security Services, Inc.

Legal Division

Service Agreement

Department

Client Relations

Address

2151 Salvio St, Suite 260 Concord CA 94520

SERVICE AGREEMENT

THIS SERVICE AGREEMENT

BETWEEN:

the "Customer"

Contra Costa County
555 Escobar Street,
Martinez CA 94553

the "Service Provider"

Admiral Security Services,
Inc.
2151 Salvio Street, Suite 260
Concord, CA 94520

Service Type: Security/Event Staff total: See Budget

the "Site"

DOIT Contract- Voting Polls
See Budget

the "Date(s)"

10/29/20-11/4/20

the "Time(s)"

See Budget

the "Fees"

- The rate of \$^{34.00}/per hour is agreed on for Unarmed Guard
- The rate of \$NA /per hour is agreed on for NA
- The rate of \$NA/per hour is agreed on for NA

6 hour(s) minimum per shift.

Terms of Service

The Service Provider agrees to provide security services to the Customer at the Site on the specified Dates of Service. The Service Provider has the necessary qualifications, experience and abilities to provide security services in connection with the aforementioned business.

1) Engagement

The Customer understands that there are no guarantees that the Service Provider can prevent crimes, fires, accidents, solve crimes or resolve protection problems. In consideration of the provisions herein stated the Service Provider and its agents agree to provide their services to the fullest extent possible.

2) Indemnification

Service Provider agrees to indemnify and hold Customer, its officers, directors, shareholders, employees, clients and agents harmless from any liability, loss or damage that they may suffer as a result of claims, demands, costs or judgments against them arising out of any injury and/or property damage, including without limitation death, damage, expense or loss, sustained by Service Provider's employees, personnel, agents, affiliates or servants due to the negligent act/omission and/or reckless or willful misconduct of Service Provider, its employees, subcontractors, personnel, agents, affiliates or servants; provided however:

- i. Service Provider will not indemnify and will not hold Customer, its officers, directors, shareholders, employees, clients and agents harmless from any liability, loss or damage that they may suffer as a result of claims, demands, costs or judgments against them arising out of any injury and/or property damage caused by any cause or circumstance beyond Service Provider's control.
- ii. Customer shall remain liable for any claims, demands, costs, judgments, loss and damage caused by its own negligence/contributory negligence or the negligence/contributory negligence of its officers, directors, shareholders, employees, clients and agents.
- iii. Customer must notify Service Provider of any claim for indemnification promptly but in no event later than thirty (30) days after receipt of notice of the injury, damage, demand, or claim or suit, in writing via e-mail to Mgmt@AdmiralSS.com at Service Provider. Otherwise, Service Provider is not required to indemnify and hold Customer harmless for any claim, demand, cost, judgment, or liability as discussed above.

3) Agreement of Fees

Services provided to the Customer will entail the following agreement of fees per the rates listed above as "Fees". Details of payment are indicated on the invoices.

Payment terms will be **75% Deposit. Remaining NET 14**

4) California Labor Law

The Customer acknowledges and understands that Admiral Security abides to the regulations of California Labor Laws. If Admiral employees are unable to be relieved from his or her post, then a "Meal Penalty" fee must be imposed.

"The California Labor Code and the Wage Orders prohibit an employer from employing a non-exempt employee for more than five hours without providing an unpaid meal period of at least 30 minutes. If the employee works more than 10 hours per day, he or she must be given a second 30-minute meal period. If an employer fails to provide an employee with a meal or rest period in accordance with the Wage Orders, the employer must pay the employee one hour of premium pay at the employee's regular rate of compensation for each workday that the meal or rest period is not provided." DLSE (Division of Labor Standards Enforcement)

5) Short Notice & Holiday Rates

The Customer agrees to pay an overtime premium of time and half the agreed rate when additional hours above and beyond regularly scheduled coverage are requested within 72 hours of scheduled start time. The time and half rate also apply to the following holidays: New Year's Day, Fourth of July, Martin Luther King, Jr. Day, Labor Day, President's Day, Thanksgiving Day, Memorial Day, Christmas Day.

6) **Cancellation Policy**

The Customer agrees to pay 4 hours per scheduled officer cancellation charge if cancelled within 48 hours from scheduled start time.

7) **Non-Solicitation**

Customer acknowledges and agrees that Admiral Security uses employees to provide Services and that all are valuable assets to Admiral Security. Accordingly, Customer agrees that as long as Admiral Security provides Service and for two years after, neither Customer nor any of its affiliates will actively solicit any employee of Admiral Security's to become an employee, consultant, or Subcontractor of Customer. Furthermore, Customer agrees not to communicate with any employee, of Admiral Security other than the designated point of contact for each specific job and for purposes only related to that job. Any Violation could be subject to a penalty up to \$6,000 depending on damages.

The Service Provider and the Customer agree to provide such services on the terms and conditions as set out in this agreement. In Witness whereof the parties have duly executed this service agreement.



Kaylyn Rowell
Authorized Agent(s)
Admiral Security Services, Inc

CONFIDENTIAL