CONTRACTUAL AGREEMENT BETWEEN

DISTRICT AND CONTRACTOR FOR

ARMED SECURITY GUARD SERVICES

This contract is made on the 21st day of September, by and between Beaufort County School District (BCSD) and Coastal Security Services, Inc. (Contractor).

The Project is to provide Armed Security Guard Services (ASGs) for BCSD.

The parties hereto do agree as follows in consideration of the mutual promises, covenants and agreements as hereinafter set forth.

1. **TERMS AND CONDITIONS.**

A. Termination.

Subject to the provisions contained below, this Contract may be terminated by either party with 24 hours written notice. Contractor shall be compensated for any work completed at the time of termination.

B. Amendment.

Any changes to this Contract, which are mutually agreed upon between Contractor and/or Subcontractor and the District, shall be incorporated in written amendment to this Contract and will not become effective until the amendment is signed by each party.

C. Indemnification.

BCSD, its officers, agents, and employees, shall be held harmless from liability from any claims, damages, and actions of any nature arising from this Contract, provided that such liability is not attributable to negligence on the part of the District or BCSD and its officers, agents, and employees. The Contractor and/or Subcontractor also shall defend, indemnify, and hold harmless the District from and against any and all claims, suits, judgments, and demands whatsoever, including without limitation to costs, litigation expenses, counsel fees, and liabilities with respect to injury or death of any person or persons whatsoever, or damage to property of any kind by whosoever owned, arising out of or caused or

claimed to have been caused solely by the acts or omissions of the Contractor and/or Subcontractor, its agents or employees, in the performance of the contract.

Without limiting the generality of the foregoing, BCSD and the District acknowledge and agree that Contractor and/or Subcontractor has made no representation or warranty regarding the adequacy of the security services provided under this Agreement. The number of man-hours provided on a weekly basis, the types of services provided, and the other parameters of the security services hereunder have been determined based upon discussions between the parties and, among other things, the cost of such services to BCSD and the District. In no event will Contractor and/or Subcontractor be liable, and neither BCSD nor the District will make any claim against Contractor and/or Subcontractor, for or on the basis of inadequacy of security or anything similar. Contractor and/or Subcontractor's liability to BCSD and the District, if any, shall not exceed the aggregate amount paid by BCSD and the District to Contractor and/or Subcontractor pursuant to this Agreement.

D. Non-Discrimination.

No person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination in relation to any activities carried out under this Contract on the grounds of race, handicap, color, sex, religion, age, health status or national origin.

E. Evaluation of Contract.

Appropriate staff of the District and Contractor and/or Subcontractor can meet on an as needed basis to evaluate this Contract based on the responsibilities for each party listed under Section 2, Scope of Work, of this agreement.

F. Governing Law.

The Agreement, any dispute, claim, or controversy relating to the agreement and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules.

G. Insurance.

The Contractor and/or Subcontractor agrees to maintain a policy of general liability insurance insuring against liability for, injury to, or death of persons and/or damage to and destruction of property arising out of or based upon any act or omission of Contractor and/or Subcontractor. Such policy or policies shall be written with an insurance company satisfactory to the Owner and shall provide for

liability coverage in amounts not less than one million dollars ($1,000,000.00). Contractor and/or Subcontractor agrees to provide the Owner with the appropriate certificates of insurance. Additionally, Contractor and/or Subcontractor shall provide insurance for worker's compensation, automobile liability, and professional liability. Contractor and/or Subcontractor acknowledges that it solely responsible for, and shall promptly pay, all employer taxes, withholding requirement, etc., on its employees.

H. Licenses.

The parties agree that during the term of this Agreement, each party shall maintain its respective federal and state licenses, certifications, and accreditations required for the provision of services herein.

I. Assignment.

No contract or its provisions shall be assigned, sublet, or transferred without the written consent of BCSD.

J. Expenses.

Each party shall bear and be responsible solely for its own costs and expenses necessary to comply with this Agreement.

K. Dispute Resolution.

All disputes between the District and the Contractor and/or Subcontractor shall be resolved in accordance with the District's Procurement Code, as may be amended or updated. Contractor and/or Subcontractor consents to be governed by the District's Procurement Code's provisions for contract controversy resolution and agrees that the District's Procurement Code applies to and governs the Agreement. Contractor and/or Subcontractor waives any objection, including but not limited to Federal and State Constitutional objections, it may have now or hereafter to the administrative process required by the District's Procurement Code. Any act by the District regarding any transaction or agreement arising out of, relating to, or contemplated by this Contract is not a waiver of District's governmental immunities.

L. Severability.

Should a court of competent jurisdiction rule any portion of this agreement invalid, null, or void, that fact shall not affect or invalidate any other portion or section of the agreement and all remaining portions and sections of the agreement remain in full force and effect.

M. Confidentiality

As outlined in the Family Educational Rights and Privacy Act (FERPA), student data is confidential and shall not be shared in any form with anyone other than the student, the student's parent(s) or legal guardian(s), except as directed by site administrator or appropriate district staff.

BCSD expects Contractor to respect the confidentiality of information obtained during their professional work. Information is revealed only with the informed consent of the client, except in those situations in which failure to release information would result in clear danger to the client or others. In addition to the ethical standards of confidentiality, laws exist to protect the privacy of individuals. Family Educational Rights and Privacy Act (FERPA) is a federal law that protects the students' records in all schools that receive federal funding. Consent is needed to allow release of records to others, except in special circumstances (e.g., health, safety, legal request, etc.).

2. **SCOPE OF WORK.** The contractor shall provide Armed Security Guards for multiple BCSD campuses in accordance with Exhibit A. The times for the campus duties are approximately 7:00 am until 3:30 pm for a total of eight (8) hours per school day. A ½ hour variance is allowed, when needed.

The contractor shall provide two (2) additional armed security guards in a supervisor role. The times for the campus duties are approximately 7:00 am until 3:30 pm for a total of eight (8) hours per school day. A ½ hour variance is allowed, when needed. This officer will be used at a location when a call off happens and for additional coverage as requested for events beyond regular school hours. The officer will visit multiple campuses in the course of his or her day if all schools are filled.

Duties include but are not limited to:

a) Serve as a first responder to violent, disruptive, or other emergency incidents on school property. Take appropriate action to safeguard life, property, and order and to provide necessary aid and assistance. Coordinate with and assist law enforcement or other first responders upon their arrival.

b) Patrol assigned buildings, parking lots, and grounds for illegal activities, suspicious activity or behavior, or dangerous situations. Report matters of concern to school administration and/or law enforcement. Respond appropriately within the authorities granted by law, District policy, and company directives.

c) Confront trespassers and unauthorized visitors to ascertain their business on campus and to prevent unlawful entry onto campus. Escort unauthorized visitors to the main office or off-campus, as appropriate and in coordination with school administration.

d) Monitor student activity and movement in school buildings and throughout school.

e) Notify school personnel of serious rule violations, disorderly student behavior, or otherwise unsafe conditions.

f) Check exterior and interior doors to ensure all doors are secured (lock and closed) and all door locks and card readers are operational and functioning properly. Notify school administration of malfunctioning doors/locks and request maintenance for necessary repairs. Maintain a record of unsecured doors.

g) Operate security systems, including video surveillance systems and two-way radios, to maximize security coverage and protection of people, property, and the peaceful conduct of school business. Ensure security systems are operational and properly functioning each day; request maintenance when needed.

h) In coordination with school officials, assist with traffic control, traffic and pedestrian management, and parking within the work hours prescribed above. Check vehicles on campus for proper parking authorization and determine if vehicles are parked in restricted areas.

i) Assist with developing emergency response procedures, as requested. Assist with conducting and participate in fire drills, lockdown drills, and other safety drills. As requested, assist with emergency management, safety, and security training of school personnel.

j) Participate in safety and security inspections and assessments of assigned schools. Advise school administrators of hazardous conditions, unsafe procedures, and other serious security matters. Recommend and assist with implementing mitigation measures.

k) Communicate with the security supervisor in a timely manner regarding on-going concerns, problems, or unresolved issues that jeopardize safety and/or security, violate District policy or protocol, or otherwise hinder the orderly conduct of school business.

l) Immediately document and report to the appropriate officials any evidence of criminal activity. Cooperate fully with administrative and criminal investigations. Testify in criminal and administrative proceedings as necessary.

m) Provide security support and assistance at school functions and sporting events occurring on campus within the workdays and work hours described above. Duties include but are not limited to walking among event spectators and other attendees to promote order and to provide a visible presence that promotes safety issues.

n) Perform other security-related duties as assigned.

o) Armed security guards shall report infractions to a school administrator. Armed Security Guard may not impose discipline on a student but shall, upon request, provide any requested assistance in terms of supplying witness statements, testimony, etc.

p) Armed security guard shall not perform duties reserved for administrators, teachers, or other staff members. They shall not, for example, be assigned to monitor a classroom in the absence of a teacher.

Questions or disputes regarding the duties and responsibilities of armed security guards shall be presented to the District representative and the armed security guard's Supervisor for resolution.

3. **TERM.** This Agreement shall commence on September 26, 2022, and the base term of the agreement shall be for the school year 2022, expiring June 30, 2023.

4. **COMPENSATION**. BCSD shall pay the Contractor at the rate of Thirty-Nine dollars and fifty cents ($39.50) per hour. The acting supervisors will be paid at the rate Thirty-Nine dollars and fifty cents ($39.50) per hour.

   Hours exceeding a forty (40) hour work week per armed security guard are billable at a rate of Forty-Nine dollars and Sixty cents ($49.60) per hour. The acting supervisor rate for hours exceeding a forty (40) hour work week are billable at rate of Forty-Nine dollars and Sixty cents ($49.60) per hour.

   The contractor will be provided with a one-time pre-payment of $48,000 to be utilized to outfit the armed security guards with supplies and equipment to perform required services. Monthly invoices will be reduced by 5% to offset the $48,000 prepayment less depreciation of the supplies and equipment. This reduction will be applied to all invoices until balance of pre-payment is cleared.

5. **INDEPENDENT CONTRACTOR.** The relationship of the Parties hereto shall at all times be that of independent contractor. Nothing in this relationship will create an employer-employee relationship, association, joint venture, partnership, or other form of legal entity or business enterprise between the Parties, their agents, employees or affiliates.

6. **DISPUTE RESOLUTION**. All disputes between the parties hereto under this Agreement must be resolved pursuant to the procedures of the Procurement Code of BCSD.

7. **NOTICES**. All notices, consents, approvals and the like required to be given hereunder shall be given in writing to BCSD at P.O. Drawer 309, Beaufort, S.C. 29901-0309 or to such other address as BCSD shall designate. All notices to the Contractor shall be given to Coastal Security Systems, Inc., P.O. Box 22567, Hilton Head Island, SC 29926.

8. **WHOLE AGREEMENT**. This document, together with all subordinate and other documents incorporated by reference herein, will constitute the entire agreement between the parties with respect to the subject contained herein, supersedes all prior agreements and understandings, whether written or oral, and may only be modified by an amendment executed in writing by both parties.

The Parties hereto have duly executed this Agreement on the date first set forth above.

AGREED:

Coastal Security Services, Inc.

By: _____

Noreen McMullin,
Owner

Beaufort County School District

By: _____

Dr. Frank Rodriguez,
Superintendent

EXHIBIT A

Armed Security Guard Service Locations

1. **Bluffton Elementary School and Bluffton Early Childhood Center**
2. **Broad River Elementary School**
3. **Coosa Elementary School**
4. **Daufuskie Island School**
5. **James J. Davis Early Childhood Center**
6. **Hilton head Island Early Childhood Center**
7. **Hilton Head Island School for Creative Arts**
8. **Hilton Head Island Elementary School**
9. **Lady's Island Elementary School**
10. **Michael C. Riley Elementary School and Michael C. Riley Early Childhood Center**
11. **Mossy Oaks Elementary School**
12. **Okatie Elementary School**
13. **Pritchardville Elementary School**
14. **Shanklin Elementary School**
15. **St. Helena Elementary School and St. Helena Early Childhood Center**
16. **Whale Branch Elementary School**