CAPITAL ASSET PROTECTION, INC.
SECURITY SERVICES CONTRACT

THIS AGREEMENT, by and between Shaler Area Schools District hereinafter referred to as the "Client", and CAPITAL ASSET PROTECTION, INC., a Pennsylvania Corporation, hereinafter referred to as "CAP", having been duly entered into with an effective date of August 26, 2014

WITNESSETH:

WHEREAS, the Client desires that CAP furnish services at the "Premises" described in Special Provision A (attached) and CAP wishes to furnish such services in return for payment of a fee by Client.

NOW THEREFORE, in consideration of the terms and conditions herein contained and other good and valuable consideration, receipt of which is acknowledged, the parties hereto agree as follows:

1. During the term of this contract and any extensions or renewals thereof, the Client agrees to use and CAP agrees to furnish such services as described herein, and client agrees to pay CAP pursuant to the following schedule:

Post	**Approximate hours per week**	**Bill rate**
Site Supervisor	40 HPW	$15.98 per hour
Special Education Officer	40 HPW	$15.39 per hour
Security Officers	206 HPW	$13.75 per hour

Holiday rate of time-and-a-half (1.5 x factor) will be billed on the following recognized holidays: New Years Day, Easter Sunday, Memorial Day, 4th of July, Labor Day, Thanksgiving Day, Christmas Day.

Forty-eight (48) hours notice required for additional hours outside the scope of the Baseline Schedule. Failure to provide 48 hours notice could result in the client being billed at the rate of time-and-a-half (1.5 factor) of the agreed hourly rate for the FIRST 24 HOURS ONLY. All additional hours will be billed at the normal rate.

These rates shall become effective as of the commencement date stated above and shall remain in force for a period of one year, or until terminated upon thirty (30) days prior written notice. In the absence of such notice, contract shall automatically renew for a period of one year, although failure to give such notice shall not preclude appropriate rate increases or negotiations leading to rate increases.

2. The type and nature of the services described herein may not be varied without prior written amendment to this contract, executed by both parties, and subject to negotiation. Additional services are available at greater costs. The furnishing of the services provided for hereunder shall not be construed as a guarantee of protection against any or all contingencies or occurrences, which may arise out of, or be connected with, the furnishing of such services.

3. The individuals used to perform such services, as the Client shall request shall be employees of CAP, an independent contractor. Nothing contained in this contract shall be construed to establish CAP as a partner or joint venturer of Client, or as having any other relationship with Client, other than that of an independent contractor. CAP shall have sole responsibility for all screening, hiring, training, supervision, discipline, and termination, as necessary, of each CAP employee, subject to Client's right to object to, and prevent the use of any particular employee at the Premises. CAP shall also be solely responsible for the work schedules of its employees The payment of Federal, State and/or Commonwealth taxes, Social Security benefits, unemployment compensation taxes and wages, and any other benefits shall be the sole function and responsibility of CAP.

4. CAP will maintain throughout the period of this contract Comprehensive General Liability insurance, with policy limits of not less than $1,000,000 for each occurrence and $3,000,000 in the aggregate, Workers' Compensation Insurance, to satisfy applicable statutory requirements. It is agreed and understood, however, that CAP is not an insurer of property or persons guarded. CAP's fees shall be payable without deduction or offset. Such insurance policies shall be underwritten by an insurer authorized to do business in Pennsylvania who is reasonably acceptable to Client, and shall name Client as an additional insured. CAP shall furnish Client with satisfactory evidence of all required insurance coverage as a condition precedent to the payment of any amounts due to CAP. Failure to maintain insurance as required shall be a material breach of this agreement, and entitle Client to immediately terminate this Agreement without further liability to CAP.

5. If, at the request of the Client and without the approval of CAP a CAP employee is assigned duties other than those duties set forth by this contract, CAP policies, regulation or guidelines, the Client hereby assumes complete responsibility therefore.

6. CAP shall invoice the Client weekly for services performed, all invoices shall be sent regular mail to the address listed on Attachment A – Payment shall be due and payable within 30 days of the date of the invoice. Payment not received by the 30th day after the date of invoice will accrue interest at the rate of one and a half (1.5%) percent per month or the maximum legal rate permissible in the State or Commonwealth in which the services are performed, whichever is lowest, on the unpaid balance. Client agrees to pay CAP all collection costs including reasonable attorney's fees. If payment is not received in accordance with the terms hereof, CAP will have the option to terminate services upon 24 hours written notice.

7. If there is enacted any law, regulation, ruling or other such mandate, by any authority having jurisdiction over the subject matter which alters the hours of service, rates of pay, working conditions, or costs of performing the service hereunder CAP's fees for services may be adjusted accordingly, upon mutual agreement of the parties.

8. Changes in statutory costs, including but not limited to FICA, FUI, and SUI, or insurance premiums or costs which are imposed on or incurred by CAP, shall result in an increase or decrease in the rates so affected upon mutual agreement of the parties.

9. Should a condition arise which calls for substantial increase in the number or degree of services initially estimated. CAP shall have a reasonable time within which to provide said services; and in the event of a strike, walkout, slow-down, or other labor dispute or difficulty by Client employees or employees of other contractors on premises being serviced by CAP employees, whether contrary to a labor agreement or not, Client and CAP agree to negotiate a change in rates as set forth in paragraph one above.

10. The Client agrees that it will not for a period of this agreement, and for 180 days thereafter, hire for its own employment any employees of Capital Asset Protection, Inc. except by mutual agreement. For the purposes of this paragraph (11) "employees of Capital Asset Protection, Inc. shall include those persons who have been employed by CAP during any portion of the previous 90 days." In the event that the Client does hire an employee of CAP, the Client agrees to pay a fee of $ 1000.00 (per employee) to offset the costs of recruiting and hiring a replacement employee.

11. CAP and the Client agree to comply with all applicable Federal, State and local laws, including the Civil Rights Act 1964 as amended, provided nothing contained herein shall be construed to: (a) obligate Client to undertake any duties, responsibilities or obligations that would be owed if Client were an employer of CAP employees, or (b) abrogate or diminish the effect of Article 3 of this Contract.

The Equal Employment Opportunity Clause in Section 202 paragraph 1 through 7 of Executive Order 11246, as amended, relative to Equal Employment Opportunity and the implementing Rules and Regulations of the Office of Federal Contract Compliance Programs are incorporated herein by specific reference.

The Affirmative Action Clause in section 503 of the Rehabilitation Act of 1973, as amended, relative Equal Opportunity for the handicapped is incorporated herein by specific reference.

The Affirmative Action Clause in 38 USC Section 2012 of the Vietnam Veterans' Readjustment Assistance Act of 1974, relative to Equal Employment Opportunity for the special disabled veteran and veterans of the Vietnam Era, is incorporated herein by specific reference.

12. Any notice required or permitted under this Contract shall be in writing and shall be delivered and deemed received as follows: (i) by personal delivery or by facsimile (with electronic confirmation) during recipient's normal business hours, in which case it shall be deemed received at the time of such delivery or facsimile as the case may be; (ii) by certified or registered mail, in which case it shall be deemed received on the date such return receipt is signed; or (iii) by prepaid nationally recognized overnight courier by next day delivery, in which case it shall be deemed received on the day following the date of deposit with such courier. Any such notice shall be addressed to the parties at the following addresses (or at such other addresses as either party shall specify to the other by notice given pursuant to this Section)

13. This contract, together with all documents incorporated herein by reference, constitutes the entire agreement between the parties, and supersedes all other documents and correspondence. The parties shall not be bound by, or liable for any statement, covenants, representations, promises, inducements or understandings not set forth herein. The contents of any and all bids or proposals, including any descriptions, discussions, or exceptions offered or taken, which are not specifically incorporated herein, are not part of this contract and shall have no effect or influence upon its interpretation. No amendments or modifications of any of the

terms or conditions of this Contract shall be valid unless reduced to writing and executed by both parties.

14. CAP shall use its best efforts and due diligence in performing the services which it is obligated to provide to Client under the terms of this Contract. CAP shall perform such services in a manner reasonably acceptable to Client and shall supervise their employees as reasonably required to provide dependable, reliable, high quality service to Client. The employees assigned to the Premises shall be competent, adequately trained, trustworthy, reliable, and of good character, and shall conduct themselves in a professional manner. CAP shall screen such employees prior to assignment to the Premises for criminal activity/history and past employment. CAP shall maintain a valid license to operate a security guard service with the Commonwealth of Pennsylvania and provide the CLIENT with satisfactory evidence of such license as a condition precedent to the payment of any amounts due to CAP. Failure to maintain insurance as required shall be a material breach of this agreement, and entitle Client to immediately terminate this Agreement without further liability to CAP

15. CAP shall indemnify and hold Client harmless from and against any and all claims, costs, liabilities, actions, suits, and damages, including, without limitation, reasonable attorneys' fees and costs, for personal injury, property damage, theft, or otherwise, arising from breach or default on the part of CAP in the performance of any covenant or agreement to be performed by CAP under the terms of this Contract, or arising from any negligence or willful act or omission on the part of CAP, or its employees, agents, or representatives.

16. This Contract may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

17. The Contract shall be binding upon and shall insure to the benefits of the parties hereto and their successors and permitted assigns. CAP shall not assign this Contract without express written permission of Client.

18. This Contract, and all questions relating to its validity, interpretation, performance, and enforcement (including, without limitation, provisions concerning limitations of action) shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

19. The waiver of either party hereto of a breach of any provision hereunder shall not operate or be construed as a waiver of any prior or subsequent breach of the same or any other provision hereunder. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

20. The provisions of this contract shall be deemed severable from each other, and if for any reason any section, clause, provision or part thereof is found to be illegal, invalid, unenforceable, or inoperative, such section, clause or provision shall not affect the validity or enforceability of any other section, clause or provision.

Capital Asset Protection, Inc.
5996 Steubenville Pike
Pittsburgh, Pa. 15136

By: _____
(Signature)

Print Name: _____

Title: _____

Date: _____

Client: Shaler Area School District
381 Wible Run Road
Pittsburgh, Pa. 15209

By: _____
(Signature)

Print Name: _____

Title: _____

Date: _____

Attachment A

Special Provisions:

A. Place(s) of Performance:

Shaler Area School District
381 Wible Run Road
Pittsburgh, Pa. 15209

B. Scope of Work:

Capital Asset Protection Inc. will provide unarmed Security Officers to Shaler Area High School and Elementary School. Security Officers duties will include, but not be limited to: Monitoring of the hallways, restrooms and cafeteria, checking all exterior doors, patrolling interior and exterior of designated areas, locking and securing all exterior doors after hours, reading and performing duties outlined in post orders, completing daily activity reports upon completion of each shift.

C. Invoice Address:

Shaler Area School District
381 Wible Run Road
Pittsburgh, Pa. 15209