This Agreement for Professional Security Services (the "Agreement"), effective 07/01/2023 is by and between Custos Security INC., a Missouri corporation (hereinafter "Custos Security"), and the Raytown C-2 School District Board of Education, ("hereinafter "Client").

WHEREAS Client desires to engage Custos Security to act as agents and provide Armed School Security Officers, Patrol Service, Alarm Response, and related services to one or more locations specified by Client.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and intending to be legally bound, the parties hereto agree as follows:

1. <u>SERVICES</u>

Custos Security shall provide the services described on Exhibit "A" (hereinafter referred to as the "Services") to Client to provide a visible deterrent for acts of violence against students, staff, or visitors, and take the necessary actions to prevent unauthorized entry or property crimes against the Client, while on duty at the address or addresses described on Exhibit "B", but not including adjacent property, sidewalks, streets, wooded areas, residences, establishments, or businesses unless justified by State Statute.

The above terms shall in no way be construed to suggest that Custos Security is responsible for incidents that occur, which upon acting in good faith, the Custos Security Officer performs his or her duties as outlined in this contract and according to Custos Security approved procedures, and the incident occurs as a result of an unforeseen circumstance, or upon the reliance by a third party, not covered by this agreement. Custos Security will not perform any duties not contracted for. Further that this agreement is solely for the mutual benefit of the parties who enter into it.

2. <u>TERM</u>.

The Services shall be provided commencing 07/01/2023 and shall continue for a period of no less than twelve (12) months unless terminated by either party upon thirty (30) days prior written notice. The Agreement may be renewed for another period of no less than twelve (12) months with a rate increase of five (5) to seven (7) percent each year for three (3) years by agreement of both CUSTOS SECURITY and the CLIENT.

Thereafter, the Agreement shall automatically renew for successive periods of one (1) month each at the current rate if not cancelled in accordance with this agreement until a new agreement is completed.

3. <u>PAYMENT AND INVOICING TERMS</u>.

3.1 <u>Payment for Services</u>: Client shall pay Custos Security at the rate listed in Exhibit A) for the Services. Such payment shall be due thirty (30) days from the date of invoice. Scheduling hours for Services will be listed on Exhibit A of this contract.

3.2 <u>Invoicing and Late Payment Policy</u>: Invoices will be mailed weekly for stationary services by Custos Security for payment by Client. Payment is due net fifteen (15) days from the date of invoice. Client shall be liable for late payment charges of \$50.00 for payments received more than five (5) days from the due date Termination of services due to non-payment of any invoice does not release Client from liability for amounts due at the time of termination. All amounts due plus late charges, if any, may be referred to an outside collection agency and law firm for collection if Custos Security provides Client notice of amounts due within a reasonable time after receipt of the notice.

3.3 <u>Scheduling Rights:</u> To control costs and the financial repercussions of late payments the following reservations are in place and implemented at the discretion of Custos Security. If, after receiving a reasonable notice and opportunity to pay or dispute any overdue amounts, the Client's account is beyond the required payment date and attempts to collect the past due amount are not satisfied, Custos Security reserves the right to conduct the following manipulations in scheduling:

- 1. Remove coverage from shift to shift as we determine.
- 2. Suspend all coverage until further notice.
- 3. Suspend coverage until payment is made in full.
- 4. Suspend all coverage indefinitely.

Custos Security will ensure that reasonable notifications will be made to the client before, during, and after any or all of these options are placed into effect. Custos Security will not suspend or remove coverage for amounts past due that are reasonably disputed by Client.

3.4 <u>Court Appearance:</u> Should a need for a court appearance arise from activity related to this agreement officer(s) of Custos Security will attend court hearings, if necessary, when witness to an act or deed, which requires their presence at such hearings. Client agrees to compensate Custos Security a minimum of two (2) hours overtime pay for hours of appearance at a rate of not less than time and one-half the regular rates of pay called for in this agreement.

3.5 <u>Additional Shifts Requested for Activities / Events:</u> Should a School Administrator make the request for additional shifts for coverage of Activities / Events outside of the regular school hours, such shifts will be billed for a minimum of four (4) hours per officer.

3.6 <u>Client Approved Overtime:</u> Should a School Administrator make the request for specific officer(s) to be scheduled to work additional shifts beyond their already scheduled forty (40) hours, or should a School or District Administrator makes the request for coverage less than forty-eight (48) hours before the post is required to be staffed, those hours will be charged at a rate of not less than time and one-half the regular rates of pay called for in this agreement.

4. <u>CHANGES</u>.

Client and Custos Security may from time to time change the scope of services to be provided. Any such change (the "Change Order") will only be effective if accepted in writing by Custos Security and Client.

5. <u>STANDARD OF CARE.</u>

Custos Security warrants that its services shall be performed by personnel possessing competency consistent with applicable industry standards, who, prior to employment at Custos Security, have been subject to comprehensive criminal, child abuse, and neglect background checks and character background investigation (collectively "Background Checks"). The Background Checks will, at a minimum, be as comprehensive as the criminal background check required of the Client's employees and Missouri law. In accordance with Missouri law, these Background Checks will include a complete fingerprint criminal records check. Any Custos Security personnel performing services under this Agreement will also be subject to a comprehensive personal interview, screened for sex offender status, Department of Corrections check, psychological personality screening, physical agility screening, and pre-employment drug screening. Custos Security will provide Client the results of its investigation and Client may exclude any personnel from its property without impacting Custos Security obligations under this Agreement. The results of these Background Checks must be deemed satisfactory before Custos Security may allow its personnel to have direct contact with students, provided that any record indicating a finding or plea of guilty to any felony, any crime involving abuse or neglect of children, and any sex offense or crime involving moral turpitude will not be deemed a satisfactory background check. Prior to receipt of a satisfactory background check, Custos Security shall not allow its personnel undergoing Background Checks to engage in services under this Agreement. Client shall have no responsibility whatsoever for the costs associated with conducting Background Checks. No other representation, express or implied, and no warranty or guarantee are included or intended in this Agreement, or in any report, opinion, deliverable, work product, document or otherwise. Furthermore, no other guarantee is made as to the efficacy or value of any services performed.

5.1 Officer Conduct: If the Client is in anyway dissatisfied with Custos Security personnel provided, the Client will notify Custos Security in writing to implement corrective action, if applicable. Custos Security reserves the right to discipline or correct the officer based on Client feedback. Custos Security reserves the right to implement corrective action or replace the officer upon written notification. If after corrective action is implemented, if the Client is still dissatisfied, the Client will again notify Custos Security in writing and other alternatives will be offered. Client may exclude any Custos Security personnel from its property for good cause with written notice without impacting Custos Security's obligations under this Agreement.

5.2 <u>Compliance with laws and Policies; Indemnification</u>: Custos Security, is prohibited from disclosing any identifiable information of Client's students, without the written permission of the student's parent or legal guardian and Client. Custos Security P agrees it will comply with the Family Educational Rights and Privacy Act, 20 U.S.C 1232g (FERPA), along with its implementing state and federal regulations. Custos Security further agrees it will indemnify and hold Client, its agents, employees, and successors harmless from any claims asserted against Client arising out of Custos Security's violation of FERPA, including for any costs and attorney's fees incurred by District in defending such claims. While performing services under this Agreement, Custos Security will comply with all applicable Board Policies and Regulations, including prohibiting illegal discrimination and harassment, staff conduct, contact with students, privacy of student information, and transportation.

5.3 <u>Drugs and Alcohol</u>: Custos Security shall be responsible to Client for acts and omissions of Custos Security's agents and employees, and any other entities or persons performing portions of work for, or on behalf of, Custos Security. As part of that responsibility, Custos Security shall enforce Client's alcohol-free, drug-free, tobacco-free, harassment-free and weapon-free policies and zones, which will require compliance with those policies and zones by Custos Security's officers, employees, agents, contractors, subcontractors, and any other entities or persons performing portions of work for, or on behalf of, Custos Security and all other persons carrying out the Agreement.

6. <u>LIABILITY</u>.

6.1 <u>Liability for Loss</u>: Custos Security shall not be liable to any person for loss due to burglary, theft, fire, or any other cause whatsoever except where such loss is caused by the negligence, default of omission, or Custos Security's employees' actions in their line of duty or responsibility. Custos Security agrees to indemnify Client, its board of education, agents, employees, servants, and successors for and hold them harmless from all claims, losses, injuries, or damages, including costs and attorney's fees, arising out of or caused by Custos Security or Custos Security's agents and employee's willful or negligent acts or omissions related to the performance of any duties required by this Agreement.</u>

6.2 <u>Insurance</u>: Custos Security agrees to acquire and maintain adequate liability insurance in the form and amount as required by Missouri law, and sufficient to protect Client, its agents and employees, its patrons and students, and the public against any such loss, damages and/or expense related to Custos Security's performance under this Agreement.

6.3 <u>Survival</u>: The provisions of this Agreement regarding available remedies shall survive the expiration or termination of this Agreement for any reason.

7. <u>MISCELLANEOUS</u>.

7.1 <u>Severability</u>: Should any part of this Agreement for any reason be declared invalid, such decision shall not affect the validity of any remaining provisions, which remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid portion thereof eliminated, and it is hereby declared the intention of the parties that they would have executed the remaining portion of this Agreement without including any such part, parts, or portions which may, for any reason, be hereafter declared invalid. Any provision shall nevertheless remain in full force and effect in all other circumstances.

7.2 <u>Modification and Waiver</u>: Waiver of breach of this Agreement by either part shall not be considered a waiver of any other subsequent breach.

7.3 <u>Independent Contractor</u>: Custos Security is an independent contractor of Client.

7.4 <u>Notices</u>: Client shall deliver Custos Security written notice within thirty (30) days of obtaining knowledge of the occurrence of any claim or cause of action which Client believes that it has, or may seek to assert or allege, against Custos Security, whether such claim is based in law or equity, arising under, or related to this Agreement or to the transactions contemplated hereby, or any act or omission to act by Custos Security with respect hereto. All notices or other communications hereunder shall be in writing, sent by United States Postal Service Certified Mail and Return Receipt Requested, if mailed and sent to a verified email address if emailed. Notices shall be deemed delivered when received or when delivered to the address specified below, a verified email address, or such other address as may be specified in a written notice in accordance with this Section.

If to Custos Security: Custos Security 9830 N. Willow Ave Kansas City, MO 64157 Phone 913-226-1666

If to Client:

Raytown C-2 School District 6608 Raytown Road Raytown, MO 64133

Any party may, by notice delivered in accordance with this Section to the other parties, designate another address or person or entity for receipt of notices hereunder.

7.5 <u>Assignment</u>: The Agreement is not assignable or transferable by either party, except as agreed by both parties in writing.

7.6 <u>Disputes</u>: Custos Security and Client recognize that disputes arising under this Agreement are best resolved at the working level by the parties directly involved. Both parties are encouraged to be imaginative in designing mechanisms and procedures to resolve disputes at this level. Such efforts shall include the referral of any remaining issues in dispute to higher authority within each participating party's organization for resolution. Failing resolution of conflicts at the organizational level, Custos Security and Client agree that any remaining conflicts arising out of or relating to this Agreement shall be submitted to non-binding mediation unless Custos Security and Client mutually agree otherwise. If the dispute is not resolved through non-binding mediation, then the parties may take other appropriate action subject to the other terms of this Agreement.

7.7 <u>Section Headings</u>: Title and headings of sections of this Agreement are for the convenience of reference only and shall not affect the construction of any provision of this Agreement.

7.8 <u>Representations: Counterparts</u>: Each person executing this Agreement on behalf of Custos Security and Client hereto represents and warrants that such person is duly and validly authorized to do so, on behalf of such party, with full right and authority to execute this Agreement and to bind such party with respect to all its obligations hereunder. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute but one and the same instrument.

7.9 <u>Governing Law; Construction</u>: This Agreement will be governed by and construed in accordance with the laws of Missouri. The language of this Agreement shall be deemed to be the result of negotiation among the parties and their respective counsel and shall not be construed strictly for or against any party.

7.10 Entire Agreement; Survival: This Agreement, including any Exhibits, states the entire Agreement between the parties and supersedes all previous contracts, proposals, oral or written, and all other communications between the parties respecting the subject matter hereof, and supersedes any and all prior understandings, representations, warranties, agreements or contracts (whether oral or written) between Client and Custos Security respecting the subject matter hereof. This Agreement may only be amended by an agreement in writing executed by the parties hereto. Additional services may be added at any time upon request of the client and agreement by Custos Security. Such service or services shall be deemed provided consistent with the warranties established herein.

7.11 <u>Force Majeure</u>: Custos Security shall not be responsible for delays or failures if such delay arises out of causes beyond its control. Such causes may include, but are

not restricted to, acts of God or of the public enemy, fires, floods, epidemics, riots, quarantine restrictions, strikes, freight embargoes, electrical outages, computer or communications failures, and severe weather.

7.12 <u>Use of Employment Verification System</u>: Prior to commencement of the Work, Custos Security shall provide to Client an affidavit and other sufficient documentation to affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this Agreement. Custos Security shall also provide Client an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted service.

7.13 <u>Vehicle Rental</u>: Custos Security will provide patrol vehicles on a monthly lease. Custos Security will provide all maintenance costs. The Client will provide fuel costs. The Client is responsible for providing secure indoor storage for the patrol vehicles. The client is responsible for any theft or damage to the vehicles while they are in their possession.

7.14. Sovereign Immunity; <u>No Waiver of Immunity</u>: Custos Security agrees and stipulates that Client is a political subdivision of the State of Missouri and, as such, enjoys immunities from suit and liability as provided by the constitution and laws of the State of Missouri. Client preserves all Immunities recognized at law. Nothing herein shall be construed as a waiver of Sovereign Immunity or Governmental Immunity by whatever name as set forth by statute or at common law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CLIENT:

Raytown C-2 School District:

Board President:

Board Secretary:

CUSTOS SECURITY:

Eben Hall Chief Executive Officer:

Exhibit "A" Services to be Provided

1. Assigned Officer(s) will provide a visible deterrent for acts of violence against students, staff, and visitors. Respond appropriately to end an active violent attack

against students, staff, and visitors. Take the necessary actions to prevent unauthorized entry to the school building while on duty.

- 2. Assigned Officer(s) will provide a visible deterrent for property crimes against the client, which include criminal mischief making, graffiti, larceny, burglary, criminal tampering, trespass, criminal trespass, and misapplication of property. The terms are limited to the property of the client, so long as the property is located within the geographical area listed in Exhibit "B".
- 3. Assigned Officer(s) will alert and coordinate with the proper law enforcement authority in the instance of any criminal incident immediately, and promptly notify Client's designated contact person of such activity. Client shall from time to time provide Custos Security with written designation of the contact person(s) and the contact information for those individuals.
- 4. Assigned Officer(s) will record all unusual security related events via Custos Security's reporting system. All Statements, Reports, or Written Documentation completed and submitted by the officers will be submitted and approved by the Custos Security Supervisor prior to being provided to School Administration, District Administration, or Law Enforcement.
- 5. Assigned Officer(s) will respond upon request of Client or Client's employee(s) to any security related event in most circumstances unless unreasonable to do so by either industry standards, Local Ordinance, State Statute, or United States Code.
- 6. Assigned Officer(s) will assist School Administrators in maintaining safety of students.
- 7. Assigned Officer(s) will be dressed in the approved uniform, shall carry such equipment as shall be deemed reasonably necessary, and receive training as designated by the Client and Custos Security for the effective discharge of the services to be provided. All School Security Officers will hold and maintain a current Firearms Qualification and all Licenses / Commissions required by Governmental entities in the jurisdictions that contain any client facilities or sites the officer may be assigned to work.
- 8. Assigned Officer(s) will undertake stationary duty at the locations and times listed below to provide school crossing guard safety monitoring and assist students, siblings, or parents utilizing the marked and posted crosswalks for arrival and dismissal of school.
- 9. Assigned Officer(s) will patrol during school attendance hours in marked patrol vehicles to randomly patrol each Elementary school, respond to calls and complete any assigned security related tasks at these or other locations. In an

emergency situation these officers can be re-directed to any school in need of service.

- 10. School Administrators must communicate directly with the School District Central Office and the Custos Security Supervisor for administrative, staffing, or scheduling issues. Administrators will never communicate directly with any officer regarding schedule questions or issues. When providing security officers for special events there will be a minimum of 48 hours' notice to the School District Central Office and the Custos Security Supervisor in writing by email. If Custos Security Does not receive at least 48 hours notice and provides security officers to fill the requested position(s), client agrees to compensate Custos Security at the overtime rate of the officers. Regardless of notice, if a School Administrator requests a designated school officer, Custos Security will make every effort to meet that request. This will require Client to compensate Custos Security at the overtime rate for these officer requests.
- 11. If Custos Security does not receive at least 48 hours' notice and provides security officers to fill the requested position(s), Client agrees to compensate Custos Security at the overtime rate for officers. Regardless of notice, if a School Administrator requests a designated school officer, Custos Security will make every effort to meet this request. This will require Client to compensate Custos Security at the overtime rate for these officer requests.
- 12. School Administrators and employees will understand that this contracted company directly employs the officers, and that any school district administrator does not have full authority to direct any officer to complete any duties unrestricted. The officers have an on-duty company supervisor that will be contacted for clarification on any request given by an administrator if thought to be unreasonable or against State Statute or Company Policy.
- 13. School Administrators will communicate immediately in writing with the School District Central Office and the Custos Security Supervisor regarding all disciplinary complaints or performance concerns. School administrators and employees will understand that this contracted company directly employs the officers, and that any school district administrator does not have full authority to counsel or correct any officer. The officers have an on-duty company supervisor that must be contacted for any issues or concerns regarding complaints or performance concerns and to administer any counseling or corrective action required.
- 14. Officers will be armed with an approved major manufacturer semi automatic handgun. The caliber should be in either 9mm or 40 caliber. The color of the handgun should be black or dark finish. The officer will be equipped with a level 3 holster. Patrol supervisors are authorized to carry an approved AR-15 style

rifle. Officers assigned to a school will not be authorized to have a rifle on school property.

Exhibit "A" Services to be Provided

Scheduling

Supervisor: Twelve Month (248 day) position, MONDAY – FRIDAY 0630 – 1830 (Except for Posted School District Holidays)

Regular School Year-Stationary:

Raytown Success Academy; One (1) Officer, MONDAY – FRIDAY 0630 – 1430

One (1) Officer, MON., TUES., THUR., FRI. 1430– 1630

(Except for Posted School District Holidays)

Raytown High School; One (1) Officer, MONDAY – FRIDAY 0630 – 1430

One (1) Officer, MONDAY – FRIDAY 0800 - 1600

One (1) Officer, MON., TUES., THUR., FRI.1400 - 2100

One (1) Officer, WEDNESDAY 1200-2100

(Except for Posted School District Holidays)

Raytown South High School; One (1) Officer, MONDAY – FRIDAY 0630 –1430

One (1) Officer, MONDAY - Friday 0800 - 1600

One (1) Officer; MON., TUES., THUR., FRI.1400 - 2100

One (1) Officer; WEDNESDAY 1200-2100

(Except for Posted School District Holidays)

Raytown Middle School; One (1) Officer, MONDAY – FRIDAY 0730 - 1530

(Except for Posted School District Holidays)

Raytown Central Middle School;

One (1) Officer, MONDAY - FRIDAY 0730 - 1530

(Except for Posted School District Holidays)

Raytown South Middle School; One (1) Officer, MONDAY – FRIDAY 0730 – 1530

(Except for Posted School District Holidays)

Raytown Schools Administration; One (1) Officer, MONDAY – FRIDAY 0700 – 1700 At the RSECC Building (Except for Posted School District Holidays)

Herndon Arrival & Dismissal; MONDAY – FRIDAY, 0700 / 1000 / 1115 / 1415 / 1700 Escort [45 min. each} (Except for Posted School District Holidays)

Summer School -Stationary:

Northwood / RSA; One (1) Officer, MONDAY – FRIDAY 0630 - 1430 Designated High School Site; Four (4) Officers, MONDAY – FRIDAY 0630 -1430 Designated Middle School Site 1; One (1) Officer, MONDAY – FRIDAY 0730 – 1530 Designated Middle School Site 2; One (1) Officer, MONDAY – FRIDAY 0730 – 1530

Exhibit "A" Services to be Provided

Crossing / Traffic Officer:

Three Trails Pre-K School (x 2); M, T, Th, & F

7:00 a.m. – 8:30 and 2:00 p.m. – 3:30 p.m. Wednesday Early Release; 1130 – 1300

Blue Ridge (Early); M, T, Th, & F

7:45 – 8:45 a.m. and 2:45 -3:45 p.m.

Wednesday Early Release; 11:15 a.m. – 12:15 p.m.

Eastwood Hills 52nd Ter. (Early); M, T, Th, & F

7:45 – 8:45 a.m. and 2:45 - 3:45 p.m.

Wednesday Early Release; 11:15 a.m. – 12:15 p.m.

Eastwood Hills 51st St. (Early); M, T, Th, & F 7:45 – 8:45 a.m. and 2:45 - 3:45 p.m. Wednesday Early Release; 11:15 a.m. – 12:15 p.m.

Laurel Hills (Late); M, T, Th, & F

8:45 – 9:455 a.m. and 3:45 - 4:45 p.m.

Wednesday Early Release; 12:15 -12:45 p.m.

Robinson (Late); M, T, Th, & F 8:45 – 9:45 a.m. and 3:45 - 4:45 p.m. Wednesday Early Release; 12:15 - 12:45 p.m.

Spring Valley (Early); M, T, Th, & F

7:45 – 8:45 a.m. and 2:45 – 3:45 p.m.

Wednesday Early Release; 11:15 a.m. – 12:15 p.m.

Southwood (Late); M, T, Th, & F 8:45 – 9:455 a.m. and 3:45 - 4:45 p.m. Wednesday Early Release; 12:15 -12:45 p.m.

Patrol:

Day Patrol Monday-Friday 0630-1730 (3 officers per day 10-hour shifts)

Hourly Rates:

Contract Supervisor, not assigned to a school	\$ <u>39.56</u>
Stationary, Armed School Qualified Officer	\$ <u>30.29</u>
School Crossing / Traffic Control Officer	\$ <u>30.29</u>
Day Patrol. Armed School Qualified Officer in Marked Vehicle	\$ <u>30.29</u>

Events/Activities, Armed School Qualified Officer with Marked Vehicle\$45.43Events/Activities, Special Request School Officer or Less Than 48 hrs. Notice\$45.43Events/Activities, more than Five (5) Officers will have a supervisor @ overtime\$59.34Vehicle

Lease:

lease for 3 marked vehicles at \$495.00 each

Monthly <u>\$1485.00</u>

Exhibit "A" Services to be Provided

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CLIENT:

Raytown C-2 School District:

Board President: _____

Board Secretary: _____

CUSTOS SECURITY:

Eben Hall
Chief Executive Officer:

Exhibit "B" Services to be Provided

Geographical Area of Responsibility

All real property of the Raytown Consolidated School District #2 including any building, site, or facility leased, rented, or borrowed for temporary use. Including but not limited to;

Raytown High School / Chitwood Stadium,

Raytown South High School / Marklin Stadium,

Raytown Schools Success Academy

Herndon Career Center

Raytown Middle School, Raytown Central Middle School, Raytown South Middle School, Eastwood Hills Elementary School, Fleetridge Elementary School,

Laurel Hills Elementary School, Little Blue Elementary School,

Norfleet Elementary School, Robinson Elementary School,

Southwood Elementary School, Spring Valley Elementary School,

Westridge Elementary School, Blue Ridge Elementary School,

New Trails Early Learning Center, Three Trails Early Development School,

Northwood School, Raytown Schools Special Needs / Functional Skills House,

Success by Six / Parents as Teachers Offices,

Raytown Schools Fitness & Wellness Center,

Raytown Schools Education & Conference Center,

Raytown Schools District Administration Office,

Raytown Schools Buildings & Grounds Office,

Raytown Schools Transportation Center,

Raytown Schools Consolidated Warehouse,

Raytown Schools Instructional Support Center,

Raytown Schools Safety Center

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CLIENT:

Raytown C-2 School District:

Board President: _____

Board Secretary: _____

CUSTOS SECURITY:

Eben Hall
Chief Executive Officer: