

This Master Security Services Agreement ("Agreement") is entered into by and between St. Moritz Security Services, Inc., 4600 Clairton Blvd., Pittsburgh, Pennsylvania 15236 ("St. Moritz") and the entity identified on Exhibit "A" ("Client") on the terms and conditions set forth this Agreement and any related Exhibit or Statement of Work ("SOW").

1. **Services.** St. Moritz shall provide armed and/or unarmed security officers to Client (the "Services"). The specific dates, hours, locations, number of armed or unarmed officers, vehicles, equipment, billing rates, and scope of duties shall be specified in one or more SOWs in the form attached hereto as Exhibit A. A SOW is not valid until mutually agreed on by and between St. Moritz and Client. A SOW may be accepted by any relevant and clear writing, including electronic mail messages acknowledged by both parties that contain the information in Exhibit A. The Services shall be provided in accordance with the terms and conditions contained in this Agreement.
2. **Commencement, Term, and Termination.** The terms and conditions of this Agreement shall be effective on the date the Services commence (the "Commencement Date"). The Services shall be for a period of one (1) year from the Commencement Date (the "Initial Term"). This Agreement may be renewed by mutual written agreement of the Parties. Notwithstanding anything to the contrary herein, this Agreement may be terminated in the following manner: (a) the mutual written consent of St. Moritz and Client; (b) either party providing written notice of its intention to terminate the Agreement at least thirty (30) days prior to the intended termination date; or (c) immediately upon a non-breaching Party providing written notice to a breaching Party of its intention to terminate the Agreement as a result of Breaching Party's breach of any material provision herein.
3. **Payment for Services.** St. Moritz shall submit invoices to Client every two (2) weeks for continuing Services or within seven days after the end of an event for short terms assignments. Payment for such invoices is due and payable within thirty (30) days after the date of Client's receipt of each invoice. Client agrees to pay a finance charge of 1.5% per month, or the maximum amount allowed by law, on all unpaid balances that are over thirty (30) days past due. Client agrees to pay all invoices in the full amount without offset of any kind or nature unless there is a good faith dispute concerning the rate or quantity of charges for any unpaid invoice, in which event, Client agrees to pay the undisputed amount and to notify St. Moritz of the reason for the dispute and the value thereof. The Services shall be deemed satisfactory unless written notice is received by St. Moritz within ten (10) days from the date St. Moritz transmits the invoice related to such Services. Sales and other use taxes are not included in the rates quoted. Client shall be solely responsible for all sales and use taxes, if any, that are attributable to the Services and equipment provided under this Agreement.
4. **Independent Contractor.** St. Moritz agrees to perform the services described in this Agreement as an independent contractor and not as an employee, agent, or associate of Client. St. Moritz shall hire all security officers and shall be responsible for the payment of all wages and customary taxes and insurance. St. Moritz shall have the sole right to exercise control and authority over its personnel, including performance of the Services and may assign security officers as it deems appropriate in its sole and absolute discretion. Client shall not have the right to exercise control over the labor relations policies of St. Moritz. St. Moritz agrees to abide by all applicable federal, state, and local laws and regulations concerning employment of security officers.
5. **Non-Solicitation; Likeness.** Client agrees not to directly employ, accept applications from, or solicit any person who is an employee of St. Moritz for the purpose, or with the intent of, enticing such employee away from or out of the employ of St. Moritz, on Client's own behalf or on behalf of any other person or entity, during the term of this Agreement. St. Moritz may use client likeness and information in its social media, marketing, and promotional materials.
6. **No Warranty/ Scope of and Exclusion from Services.** Client recognizes that St. Moritz is not an insurer of property or persons. St. Moritz makes no representation or warranty, express or implied, that



the Services will prevent, deter, or mitigate the likelihood of, any loss, damage, or injury to Client or any third party, including the injury or death of any person whomsoever, or to property of Client or another, or damage to Client's premises or business arising out of criminal activity, fire, theft, terrorism, public emergency, communicable disease, infectious agent, bacteria, virus or other loss (collectively, "Losses"). The responsibility of St. Moritz is solely limited to providing a visible deterrent and St. Moritz has not been engaged as a consultant or otherwise to provide an assessment of security needs at the site(s) covered. Client acknowledges that Client alone has chosen the number of security officers and type of Services to be provided under this Agreement; that St. Moritz has informed Client that additional security officers and Services are available at an additional cost; and that Client has elected not to avail itself of additional security officers or Services. If Client alters any instructions or directions given by St. Moritz to any security officers or if Client assumes any supervision of the security officers, Client shall be solely liable for any and all consequences therefrom. The parties specifically agree that the Services provided herein are limited to security services only and the following are specifically excluded from the Services: engineering or consulting duties, inspection of the building, identification of building structural or integrity issues, maintenance, design, or repair related to the property where the Services are provided. Neither party shall be liable for consequential or incidental damages or lost profits or revenue.

7. **No Third-Party Rights.** The Services are solely for the benefit of Client and nothing in this Agreement is intended to, or actually confers any rights or remedies on anyone other than the parties to the Agreement and their respective successors, representatives, assigns, owners, parents, and subsidiaries. The provisions of this Agreement shall not entitle any person not a signatory to this Agreement to any rights as a third-party beneficiary, or otherwise, it being the specific intention of the parties hereto to exclude any and all non-signatory parties from any such third party beneficiary rights, or any other rights whatsoever. Only the parties hereto may enforce the terms of this Agreement.

8. **Waiver of Breach.** The failure of any party at any time or times to require performance of any provision hereof shall in no manner affect the right at a later time to enforce the same. No waiver by any party of any right, condition, or of the breach of any term, agreement, covenant, representation, or warranty contained in this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such right condition or of the breach of any other term, agreement, covenant, representation or warranty of this Agreement.

9. **Force Majeure/Unforeseeable Events.** St. Moritz shall not be liable for nonperformance of any of its obligations under this Agreement if such nonperformance was due to any of the following:: any act of God, including, but not limited to: war or credible threat of such; riot; civil strife; act of terrorism or credible threat of such, whether domestic or foreign; embargo; governmental rule, order, regulation or decree; inclement weather; flood, fire, hurricane, tornado, casualty, earthquake, or other natural disaster; strike, lockout, or other labor disturbance; epidemic, pandemic, contagion, infection, or outbreak; the unavailability of labor or materials to the extent beyond the reasonable control of St. Moritz; or any other events or circumstances not within its reasonable control, whether similar or dissimilar to any of the foregoing (each a "Force Majeure Event"). Nothing in this Section 9 shall relieve Client of any obligation to pay for Services performed prior to any Force Majeure Event.

10. **Keys/Electronic Access.** If Client entrusts St. Moritz with keys, electronic key cards, fobs or other devices which grant access to Client's facilities or equipment (collectively, "Keys"), St. Moritz will be responsible for such Keys only when they are in the custody of its employees and agents. In the event that any Key is lost or stolen while in the custody of St. Moritz, St. Moritz agrees to reimburse Client for the actual cost of rekeying in an amount not to exceed two-hundred and fifty dollars (\$250.00).

11. **Attorney Fees/Costs.** In the event any legal action or proceeding is brought to enforce or construe any provision of this Agreement, or to seek relief for the breach thereof, each party shall be responsible for the payment of its respective attorney fees and costs.

12. **Integration and Invalid Provisions.** This written Agreement, including any Exhibit or SOW represents the entire understanding between, and obligations of the parties and supersedes all prior St. Moritz Security Services, Inc. Security Services Agreement



understandings, agreements, negotiations, and proposals, whether written or oral, formal or informal between the parties. There are no other terms or conditions, oral, written, electronic or otherwise. There are no implied obligations. All obligations are specifically set forth in this Agreement and any Exhibit or SOW. Except as noted in Section 1 above, this Agreement may not be modified or terminated orally but only by an instrument in writing signed by the party against whom any such modification or termination is to be enforced. Should any conflict arise between the terms of any other document, including any Exhibit or SOW and this Agreement, terms and conditions of this Agreement shall control. The invalidity or enforceability of any particular provision of this Agreement shall not affect the enforceability of or invalidate the other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions had never been part hereof and were omitted.

13. **Mutual Drafting and Interpretation.** The parties agree and stipulate that this Agreement has been jointly drafted and negotiated in good faith at arm's length with each party having the ability to draft provisions and propose revisions. The parties further agree and stipulate that neither party will ever argue that any provision of this Agreement should be construed against the other because the other party drafted that provision. The parties further warrant that each has been afforded an adequate opportunity to seek legal advice regarding the obligations assumed under this Agreement.

14. **Assignment and Subcontracting.** Neither party shall assign this Agreement or any rights arising hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed; provided that, Client acknowledges and agrees that St. Moritz may, without obtaining Client's consent, assign its obligation to perform the Services to its affiliates, subsidiaries, and independent contractors.

15. **Insurance.** During the term of this Agreement, St. Moritz will maintain commercial general liability insurance, commercial automobile liability insurance, and workers' compensation insurance sufficient to meet statutory requirements. Client agrees to procure and maintain a commercial general liability insurance policy licensed to conduct business in the state where the Services are provided in an amount of not less than \$10,000,000 to include primary and either excess or umbrella policies.

16. **Indemnity and Limitation of Liability.** St. Moritz shall defend, indemnify, and hold harmless Client, its owners, parents, subsidiaries, directors, officers, agents and employees (each a "Client Indemnified Party") from or against any loss, damage, injury, judgment, liability, claim, lien or cause of action, including reasonable attorney's fees and/or costs, and expert witness fees, for injury to person or property, or death of a person (collectively hereinafter "Claims"), but only to the extent that such Claims were caused by the sole negligence or willful misconduct of St. Moritz, its employees or agents while performing the Services.

16.1 In no event shall St. Moritz, its agents or employees be liable for any Claims: a) arising out of actions that are not part of, or specifically excluded from the Services or any modifications to the Services not approved by St. Moritz; b) caused in whole or in part by the active or passive negligence, concurrent or otherwise, or willful misconduct of Client or its employees or agents; c) arising out the condition of the property where the Services are provided; d) arising out of or related to any communicable disease, infectious agent, bacteria or virus and nothing herein shall be construed as a waiver of the statutory protections afforded to St. Moritz by any applicable Workers' Compensation laws or statutes.

16.2 The indemnity obligations of St. Moritz set forth herein shall survive the expiration or termination of this Agreement.

17. **Use of Client Owned Vehicles.** If Client requests or requires St. Moritz to use vehicles or other motorized methods of transportation owned or leased by Client in the performance of the Services (each a "Client Vehicle"), St. Moritz agrees to operate such Client Vehicle only if Client: a) keeps the



vehicle in good working condition at its own cost; b) is responsible for all operating and fuel costs; and c) maintains appropriate levels of insurance, as determined by Client, to cover any Claims. St. Moritz shall have no liability for, and shall not be required to provide insurance to cover any loss, damage to real or personal property, personal injury, or death to any person or entity arising out of the use or operation of any Client Vehicles.

18. **Changed Circumstances.** 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 Services, or if market conditions justify such alteration, Client agrees that this Agreement will be subject to re-negotiation to take into account these increased costs.


19. **Forum.** This Agreement shall be governed by the laws of the State of Ohio. Any dispute arising between the parties regarding the enforcement or application of this Agreement, shall be brought before a court of competent jurisdiction in Ashtabula County, Ohio, the parties hereto waiving any claim or defense that such forum is not convenient or proper.

20. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures delivered via facsimile or electronic transmission shall have the same force, validity, and effect as the originals thereof.

In witness whereof and with the intent to be legally bound, the person below has executed this Agreement as an authorized representative of their respective entity.

St. Moritz Security Services, Inc.

Buckeye Local School District

  
\_\_\_\_\_  
By: *Greg Stephens*  
Its: *Director of Quality Assurance*

\_\_\_\_\_  
By:  
Its:

Date: *10/4/23*

Date: \_\_\_\_\_

**Exhibit A to Master Security Services Agreement**

Statement of Work Pursuant to Master Security Services Agreement Between St. Moritz Security Services, Inc. and

Client: Buckeye Local School District Board of Education  
Address: 3436 Edgewood Drive, Ashtabula, OH 44004  
Start date: August 22, 2023

**See attached Post Orders.**

<b>Location*</b>	<b>No. and Type of Officers*</b>	<b>Hours/Days*</b>	<b>Bill Rates (Standard / OT)*</b>
Kingsville Elementary School 5875 OH-193 Kingsville, OH 44048	One (1) Armed Officer	8:00am until 4:00pm  Monday – Friday	\$24.00 / \$36.00
Ridgeview Elementary School 3456 Liberty St. Ashtabula, OH 44004	One (1) Armed Officer	8:00am until 4:00pm Monday - Friday	\$24.00 / \$36.00
<p>*Other scheduled, temporary, emergency, or overnight coverage as agreed to by the parties, which may be confirmed via e-mail or other electronic correspondence. Overtime rates will be billed: 1) when the client-requested schedule of any security officer exceeds the jurisdictional daily or weekly limit for straight time pay; and 2) on the following holidays: New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. <b>4 Hour Minimum:</b> Client agrees to pay a 4 hour minimum anytime a shift is cancelled or reduced below 4 hours on less than 2 hours' notice.</p>			
<b>Equipment/Vehicles</b>		<b>Charge Per Month</b>	
NONE		N/A	

**Ohio – Acknowledgement and Waiver Regarding Status of Security Officer**

Under Ohio law and St. Moritz Security Services policy, a security officer must possess all applicable licenses and permits before standing post. This includes applying for and obtaining an identification card issued by the Ohio Department of Public Safety. However, if the security officer has applied for the identification card, but it has not actually been issued, a security officer may work an unarmed post provided that you sign this Acknowledgment and Waiver as authorized by Ohio Revised Code § 4749.06.

By signing below, I acknowledge and grant this waiver and understand that St. Moritz may post unarmed security officers pending receipt of their identification card pursuant to Ohio Revised Code § 4749.06.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title



Chain of Command:

1. The Armed Officer will receive all routine security assignments and instructions from the Superintendent and/or the Director of Business Operations.
2. The Armed Officer shall take direction from a School Resource Office or school Administrator during any emergency incident.

Goals of the Security Services:

1. Fostering a positive school climate based on respect for all children and adults in the school.
2. Maintain high visibility throughout the campus.

Roles and Responsibilities of Armed Officer:

1. To be trained in A.L.I.C.E. (Alert, Lockdown, Inform, Counter, Evacuate) procedures. Such training to occur within 90 days of the date the officer is assigned.
2. To participate in school safety drills.
3. To be familiar with school safety plans.
4. To be familiar with the layout of each school building including all entrances/exits.
5. To report any safety issues or hazards immediately to the Superintendent and/or Director of Business Operations.

Roles and Responsibilities of Client:

1. The District shall provide the Armed Officer the following materials and facilities:
  - a. Office space including access to a computer and printer.
  - b. A copy of the District Emergency Operations Plan and other safety related materials.
  - c. Training on any safety plans and procedures.