

3DK9 CANINE SERVICES AGREEMENT

This agreement is entered into on March 16, 2022 between 3DK9 Partners, LLC ("Contractor") and Hart School District ("Client") for Canine detection services (the "Agreement"), and agree as follows:

1. Scope of Work ("Work"):

- a. Driven by the demonstrated success of K9 Analytics, 3DK9 Partners, LLC is committed to providing turnkey K9 Detection Solutions that are calculated, well planned, and realistic; all while utilizing Certified K9 teams whom each remain compliant with local, state, federal and international laws. Licensed canine professionals provide the subject matter expertise necessary to stand-up and maintain elite canine detection programs. The Contractor shall provide canine detection services at the Client's property ("Property") and may include bedrooms, bathrooms, outdoor, indoor, common areas, and other select areas as directed by the Client. Service includes comprehensive post sweep reports.

Locations include:

- i. Academy of the Canyons High School (26455 N. Rockwell Cyn., Santa Clarita, CA 91355)
- ii. Bowman High School (21508 Centre Pointe Pkwy., Santa Clarita, CA 91350)
- iii. Canyon High School (19300 W. Nadal St., Canyon Country, CA 91351)
- iv. Castaic High School (31575 Valley Creek Road, Castaic, CA 91384)
- v. Golden Valley High School (27051 Robert C. Lee Pkwy., Santa Clarita, CA 91350)
- vi. Hart High School (24825 N. Newhall Ave., Newhall, CA 91321)
Learning Post Academy (21445 Centre Pointe Pkwy., Santa Clarita, CA 91350)
- vii. Saugus High School (21900 Centurion Way, Santa Clarita, CA 91350)
- viii. Valencia High School (27801 N. Dickason Dr., Valencia, CA 91355)
- ix. West Ranch High School (26255 W. Valencia Blvd., Stevenson Ranch, CA 91381)
- x. Arroyo Seco Junior High School (27171 N. Vista Delgado Dr., Santa Clarita, CA 91354)
- xi. La Mesa Junior High School (26623 May Way, Santa Clarita, CA 91351)
- xii. Placerita Junior High School (25015 N. Newhall Ave., Newhall, CA 91321)

- xiii. Rancho Pico Junior High School (26250 W. Valencia Blvd., Stevenson Ranch, CA 91381)
- xiv. Rio Norte Junior High School (28771 Rio Norte Dr., Santa Clarita, CA 91354)
- xv. Sierra Vista Junior High School (19425 W. Stillmore St., Santa Clarita, CA 91351)

2. Invoice and Payment Terms:

- a. Client will pay the invoice on receipt and will be billed after each month of service. Any payment made not received after 30 days of the invoice date shall be subject to the terms outlined in Section 13.

3. Costs

- a. One K9 detection team will cost \$82.50/hour/K9 team. Considering a minimum of four hours per day, five days per week, and 156 days for the duration of this agreement.
- b. All K9 services will be provided every school day from August 22, 2022 through May 19, 2023. Dates subject to slight variation.

4. Insurance:

Minimum insurance requirements: Contractor shall obtain and maintain the policies of insurance:
1. Commercial General Liability, using a standard ISO CG 00 01 with limits no less than \$1,000,000 per occurrence, \$1,000,000 General Aggregate for bodily injury, personal injury and property damage.

A) The Commercial General Liability Coverage shall include the following endorsements:

- a) The District, its Board, officers, agents, volunteers and employees shall be included as Additional Insured by specific endorsement naming these parties;
- b) A Waiver of Subrogation endorsement in favor of the District, its Board, officers, agents, volunteers and employees;
- c) A Waiver of Subrogation endorsement in favor of the District, its Board, officers, agents, volunteers and employees;

B) The Commercial General Liability Coverage shall not include the following endorsements:

- a) Amendment of Contractual Liability
- b) Cross Suits Liability Exclusion
- c) Abuse or Molestation Exclusion

5. Contractor Representation:

- a. Contractor represents and warrants to the Client that it is solvent financially, is experienced and competent to provide the services, and that its employees and officers will comply with all federal, state or regulatory laws, ordinances and regulations which in any manner whatsoever, may affect its services. Contractor shall supervise and direct the Work, using the Contractor's best skill and attention while utilizing trained non-aggressive contraband detection canines. The

Contractor shall be solely responsible for and shall have exclusive control over means, methods, techniques, sequences and procedures for coordinating all portions of the Work. Unless otherwise provided, Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work. Client Representation: Client represents and warrants that it owns, has a valid leasehold interest, or is authorized to occupy the Property, and authorized Contractor to perform the Work at the Property, including in private or semi-private rooms at the Property.

6. Mutual Indemnification:

- a. To the fullest extent permitted by law, Contractor hereby indemnifies and holds harmless the Client, the District, its Board, officers, employees, agents and volunteers (indemnified parties) from and against any claims, damages, demands, costs, including but not limited to attorney fees, suits and damages for bodily injury and property damage for which the Client becomes liable that arise out of or result from the negligent acts or omissions of Contractor, its employees, agents or representatives. Likewise, the Client hereby indemnifies and holds harmless the Contractor and its employees, officers, agents and representatives from and against any claims, demands, costs, including attorney fees, suits and damages for bodily injury and property damage for which the Contractor becomes liable that arise out of or result from the negligent acts or omission of the Client, its employees, agents or representatives. Each party shall give the other notice of any claim or potential claim arising out of or relating to this Agreement within ten (10) days following the date of the occurrence or the date the party becomes aware of the Claim or potential claim.

7. Independent Contractor:

- a. It is understood and agreed by the parties hereto that Contractor, while engaged in carrying out and complying with any of the terms and conditions of the Agreement, is an independent contractor and is not an officer, agent or employee of the Client. As such, Contractor is not entitled to the benefits provided by the Client to its employees, including but not limited to, group insurance, state pension plan enrollment, vacation, leaves of absence, worker's compensation insurance or unemployment compensation insurance. The Client may, during the term of this Agreement engage other independent contractors to perform the same work that Contractor performs hereunder. Contractor may provide its services for others during those periods wherein it is not performing work under this Agreement for the Client. The Client is interested only in the result obtained under this Agreement; the manner and means of conducting the work are under the sole control of Contractor. Contractor agrees, however, to comply with all

Florida and federal laws and regulations, which apply to the Client or to the Services to be performed by Contractor.

8. Assignment:

- a. Neither party in this Agreement shall assign the Agreement without the written consent of the other.

9. Notices:

- a. All notices required to be made to either party under this Agreement shall be made by electronic mail as follows:
 - i. To Contractor: tyler@3dk9detection.com
 - ii. To Client: cnielsen@hartdistrict.org

10. Limitation of Remedies:

- a. IN NO EVENT SHALL CONTRACTOR BE LIABLE TO CLIENT FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. CLIENT ACKNOWLEDGES AND UNDERSTANDS THAT CONTRACTOR USES TRAINED CANINES TO PERFORM THE WORK, WHICH MAY CAUSE MINOR SCRATCHES AT THE PROPERTY. CLIENT WAIVES ALL CLAIMS FOR DAMAGES TO THE PROPERTY WHICH ARE CAUSED BY THE CANINES PERFORMING THE WORK.

11. Disputes:

- a. The laws of the State of Californian shall govern the Agreement. Any controversy or claim arising out of or related to the Agreement, or the breach thereof, shall be brought exclusively in the State or Federal Courts in Los Angeles County, California. In the event of an action for collection, the prevailing party shall be entitled to recover their reasonable attorneys' fees and costs.

12. JURY TRIAL WAIVER.

- a. THE PARTIES HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR NON-COMPULSORY COUNTERCLAIM BROUGHT BY ANY PARTY AGAINST THE OTHER ON ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, THE PROPERTY, AND/OR THE RELATIONSHIP OF THE PARTIES CREATED HEREBY.

13. Default Interest:

- a. Any amount due to Contractor that is not paid when due under the Agreement

shall accrue interest from the date such payment is due at a rate of one-and one-half percent (1.5%) per month (eighteen percent (18%) per annum) in addition, after 30 days a one-time late fee of \$45.00 will be assessed.

14. HOLD HARMLESS

- a. Indemnitor (client) desires and wishes to hold harmless and indemnify the Indemnitee (Contractor) and its successors and assigns from any and all liabilities, losses, claims, judgments, suits, fines, penalties, demands or expenses, including, but not limited to, all reasonable costs for defense and investigation thereof (including but not limited to attorney's fees, court costs and expert fees) claimed by anyone by reason of injury or damage to persons or property sustained in or around K-9 scent detection as a proximate result of the acts or omissions of the Indemnitee, its agents, successors and assigns or arising out of the operation or actions of the Indemnitee upon or about K-9 scent detection, except when such liability may result from the sole negligence of the Indemnitee, its officers, directors, agents, servants, and/or employees; provided however, that upon the filing of any claim with the Indemnitor for damages arising out of incidents for which the Indemnitee herein agrees to hold Indemnitor harmless, then and in that event the Indemnitor shall notify Indemnitee of such claim and Indemnitee shall have the right to settle, compromise, and/or defend the same.

15. Termination:

- a. Either party may terminate this Agreement with a 30-day notice. This Agreement may be terminated by the client immediately if 3DK9 Partners, LLC commits any act of Willful Misconduct or Gross Negligence.

16. Confidentiality:

- a. From time to time, and by virtue of the nature of the services rendered by the Contractor, during the Term of this Agreement, the Contractor (as the "Receiving Party") may come into possession of information about the Client's (as the Disclosing Party) business affairs, client or patient information, third-party confidential information, and other sensitive or proprietary information (including the presence of drugs or other contraband on the property), whether or not marked, designated, or otherwise identified as "confidential" (collectively, "Confidential Information"). The Receiving Party shall:
 - i. (A) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care;
 - ii. (B) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and

iii. (C) not disclose any such Confidential Information to any person or entity, except to the Receiving Party's Representatives who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights, or perform its obligations under the Agreement. The Receiving Party shall be responsible for any breach of this Section 14 caused by any of its Representatives. At any time during or after the term of this Agreement, at the Disclosing Party's written request, the Receiving Party shall promptly return, and shall require its representatives to return to the Disclosing Party all copies, whether in written, electronic, or other form or media, of the Disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the Disclosing Party that such Confidential Information has been destroyed. In addition to all other remedies available at law, the Disclosing Party may seek equitable relief (including injunctive relief) against the Receiving Party and its Representatives to prevent the breach or threatened breach of this Section 14 and to secure its enforcement.

17. Non-Waiver:

- a. The action or inaction of a party to the Agreement shall not constitute a waiver of a right or remedy afforded that party under the Agreement, nor shall any such action or inaction constitute approval of a default.

18. Complete Agreement:

- a. The Agreement is a complete statement of the Agreement, and supersedes all agreements or representations of the Parties, including all representations which may have induced either of the parties to enter into the Agreement. The Agreement can only be modified by a writing signed by both Contractor and Client.

19. Severability:

- a. Any provision of the agreement held to be void or unenforceable under applicable law shall be deemed to be of no force and effect, and all remaining provisions of the Agreement shall continue to be valid and binding upon the parties.

We, the undersigned, acknowledge that we have read, understand, and accept the Agreement.

IN WITNESS WHEREOF parties have hereafter signed the Agreement on the date(s) indicated (the last of which shall be the date of the Agreement), and by their signature(s) Client hereby confirms that each person signing as or for the Client has the authority in fact to sign for and to bind the interests of the Client:

CLIENT:

Print Name: Collyn Nielsen

Signed:

Date:

Title: Chief Administrative Officer

CONTRACTOR: **3DK9 PARTNERS LLC**

Print Name: Tyler Randall

Signed:

Date:

Title: Chief Financial Officer