

## Staffing Services Agreement

This Staffing Services Agreement (this "Agreement") is made and entered into as of the 23<sup>rd</sup> day of August, 2021 by and between the Glendale Unified School District ("Client") for its campus facilities (collectively, the "Facilities") and The Service Companies, Inc., with an address of 2900 Monarch Lakes Boulevard, Suite 202, Miramar, FL 33027 ("TSC").

### 1. Purpose

Client hereby engages TSC, and TSC hereby accepts the engagement by Client, to assign certain of its employees ("TSC Employees") with the skills Client requests to do Client's work under Client's operational management ("Services"), subject to and in accordance with the terms of this Agreement.

### 2. Term

The initial term of this Agreement (the "Term") shall be four and a half months, commencing August 23, 2021 through December 31, 2021; month-to-month thereafter as needed through June 30, 2022; or unless either party gives written notice to the other party of its intent to earlier terminate this Agreement pursuant to the sections below.

### 3. Termination

- A. If Client is dissatisfied with the quality of the services, Client may inform Contractor in writing of the specific areas of dissatisfaction, and if Contractor shall fail to substantially correct the deficiencies within 30 days, Client may then terminate this Agreement by 30 days' written notice to Contractor. If Client fails to pay any invoice when due, Contractor shall give Client written notice of nonpayment. Client shall be allowed ten (10) days to make full payment of the overdue invoice. In the event Client fails to make full payment of the overdue invoice within such 10-day notice period, Contractor may terminate this Agreement upon written notice to Client.
- B. Notwithstanding any other provisions contained in this Agreement, either party may terminate this Agreement, for any reason and without penalty, upon at least ninety (90) days prior written notice to the other party of such termination with no further obligation; provided, however, that in the event federal, state or local law (e.g., the WARN Act) ("Legal Obligations") would require TSC to provide a specific period of prior notice to employees of the termination of their employment with TSC resulting from a termination by Client pursuant to this section, then the effective date of termination and the notice period for termination shall be extended to such a date as shall be mutually agreed between the Parties sufficient to allow TSC to timely comply with such Legal Obligations.

### 4. Obligations of the Parties

- A. TSC will recruit, interview, test, screen, select, hire and assign employees, who, in TSC's reasonable business judgment are best qualified to perform services at the Facilities in the positions listed below in Section 8. TSC agrees to assume full responsibility for paying, withholding, and transmitting payroll taxes; making unemployment contributions; and handling unemployment and workers' compensation claims involving TSC Employees, subject to Section 7.B. TSC will also ensure compliance with legally required pre-

employment obligations for TSC Employees to be assigned to the Client prior to their assignment. As the employer, TSC will (i) maintain all necessary personnel and payroll records for the TSC Employees; (ii) provide for liability insurance as specified below; and (iii) provide workers' compensation coverage in amounts as required by law.

- B. In connection with the performance of this agreement, TSC will comply with all laws, regulations, and orders to the extent applicable to TSC.
- C. The TSC Employees assigned to the Client under this Agreement shall remain employees of TSC. Under no circumstances shall Client or any Client Parties (as defined below) be deemed a "co-employer" with TSC regarding such assigned employees. TSC's employees shall not be entitled to participate in any Client employee benefit plans, including pension, Section 401(k) profit sharing, retirement, deferred compensation, welfare, insurance, disability, bonus, vacation pay, stock purchase, severance pay and other similar plan, programs and agreements, whether reduced to writing or not.
- D. Client will provide adequate workspace for a TSC recruiter to conduct interviews and facilitate hiring. All TSC Employees will be screened prior to being hired. The screening process shall include, but not be limited to:
  - 1) Completion of TSC's application, which shall provide for employment history and disclosure of criminal convictions.
  - 2) Completion of Form I-9. On the form, the employer must verify the employment eligibility and identity documents presented by the TSC employee and record the document information on the Form I-9.
  - 3) E-verify.
  - 4) Background check. Client will provide TSC employees Live Scan documents for background check with fingerprinting.
  - 5) TSC will ensure that all of its employees who will be working on Client's facilities have been fully vaccinated for COVID-19. TSC shall submit documentation to Client verifying that all of its employees who will be working on Client's facilities have received the complete COVID-19 vaccination within two weeks prior to starting to provide services at a District school site. In the event that an employee is not fully vaccinated, TSC will ensure weekly COVID testing for all such unvaccinated workers and will require a negative test result to remain on premises at the Facilities. Client's current system/provider for testing Client's own employees shall be made available for such weekly COVID testing of any unvaccinated TSC Employees and such testing shall be conducted at Client's cost.

TSC acknowledges that per Client requirements, the following candidates must be disqualified from assignment at the Facilities:

- a. Any applicant not passing background check;
- b. Any applicant with facial tattoos
- c. Any applicant with violations relating to California Penal Code § 290.46

- E. TSC agrees to familiarize the TSC Employees with any rules and expectations of the Client that are provided to TSC. All TSC Employees that are new hires shall attend an orientation to be conducted by TSC, as well as undergo training at the Facilities conducted by Client, which will cover proper use of all equipment, supplies, and chemicals and training. Any hours spent by TSC employees in training (but not orientation) shall be included in TSC's invoices as hours worked and payable by Client at the applicable rate. TSC employees who

are assigned to work at the Facilities will be held to the same standards and rules as employees thereof.

- F. Client shall be responsible for all training, personal protective equipment and compliance with all federal, state and local laws relating to occupational health and safety.
- G. Client shall promptly notify TSC of any material performance or behavior deficiencies of TSC Employees while at the Facilities. TSC agrees to immediately address any such material performance or behavior deficiencies, including verbal counseling, written warning (or other forms of progressive discipline) and termination, depending on the severity of the performance or behavioral deficiency. TSC agrees to remove any of its employees at Client's request for any lawful reason supported in fact. Each party agrees to assist and cooperate with any investigation initiated by the other party involving any TSC Employee provided to Client under this Agreement.
- H. Client recognizes the effort and expense incurred by TSC to recruit and train its employees. Accordingly, Client agrees that it will not, either directly or indirectly, hire or employ at the Facilities or elsewhere any employee of TSC, or person who was formerly an employee of TSC without TSC's permission during the term of this Agreement and for a period of twelve (12) months following expiration or earlier termination of this Agreement.
- I. Uniforms: TSC will provide uniforms for TSC Employees assigned to work at the Facilities.
- J. Cleaning Chemicals and Supplies: All laundry and cleaning chemicals, equipment and supplies, including PPE for TSC Employees, will be ordered and paid for by Client. Client agrees to provide MSDS information and documentation, or access to said information and documentation, regarding any and all chemicals it provides for use at the Facilities.
- K. TSC employees may use the Client's designated break area for employees for the purposes of breaks, meal periods, and meetings. TSC Employees will enjoy the same meal benefits as Client's employees, at the same prices offered to Client's employees.

## 5. Supervision

TSC will provide one supervisory-level operations manager who will be responsible for oversight and scheduling of the provision of Services at the Facilities, and will be the TSC direct point of contact for Client.

## 6. Insurance

Prior to commencement of this Agreement, TSC for shall provide Client with a certificate of Insurance evidencing the existence of valid and enforceable insurance policies as follows:

- A. Commercial General Liability coverage containing bodily injury and Facilities damage limits of \$1,000,000 per occurrence, and \$2,000,000 in the aggregate. Such insurance shall name the Client Parties as additional insureds.

- B. Worker's Compensation insurance in accordance with the workers' compensation laws of the state(s) in which the services are being performed. In addition, TSC must carry \$1,000,000 for each accident, disease policy limit, and disease – each employee, and immediately report work-related injuries of TSC's employees to TSC's Provider and complete all required paperwork and reports.
- C. The above insurance coverages shall be placed with insurers that are authorized to do business in the state(s) where the services are being performed and with insurers that have at least an A-VI A.M. Best rating. All of the above insurance shall be in force prior to the commencement of any work performed and must be maintained without any lapse throughout the duration of the contract and during the period when any work is being performed. Consultant shall furnish Certificate(s) of Insurance reflecting all of the above coverages, and shall not be cancelled without at least thirty (30) days' prior notice of cancellation.
- D. Client shall maintain commercial automobile liability insurance with a \$1,000,000 combined single limit on vehicles owned, leased, or rented by Client, including any vehicles operated by TSC employees in the course and scope of their assignment at the Facilities.
- E. The obligations of this Article 6 shall survive the expiration, termination, or cancellation of this Agreement to the greatest extent permitted by law.

## 7. Indemnification

- A. TSC will indemnify, defend, and hold harmless the Client; and its board members, managers, members, principals, officers, directors, shareholders, employees, agents, successors, assigns and volunteers and any affiliated or subsidiary companies, corporations, partnerships, firms, entities or trusts, as may now or hereafter be constituted, and any other entity of any nature which these named entities maintain the majority of ownership or financial or management control (collectively, "Client Parties") from and against any and all liabilities, claims, judgments, losses, orders, awards, damages, expenses, reasonable costs, fines, penalties, costs of defense, and reasonable attorneys' fees (collectively, "Liabilities") to the extent they result from:
  - 1) The failure of TSC or any of its officers, employees (including its employees on assignment), agents, contractors and/or representatives (collectively, "TSC Parties") to comply with applicable laws, regulations, or orders;
  - 2) Any negligent act or omission or intentional misconduct on the part of any TSC Parties;
  - 3) Breach of any obligation of TSC contained in this Agreement; or
  - 4) Any direct claim for workers' compensation benefits or personal injury claims for job-related bodily injury or death asserted against the Client by any TSC's employees or, in the event of death, by their personal representatives; provided, however, that the foregoing indemnification obligations shall not apply to liabilities (a) to the extent caused by the negligence or intentional misconduct of Client or any of its officers, directors, shareholders, employees, agents, contractors, invitees subsidiaries and affiliates or (b) arising out of or resulting from the operation by a TSC employee of a Client vehicle while on assignment with Client.
- B. Client assumes and will indemnify, defend, and hold harmless TSC; and its managers, members, principals, officers, directors, shareholders, employees, agents, successors, assigns and volunteers and any affiliated or subsidiary companies, corporations,

partnerships, firms, entities or trusts, as may now or hereafter be constituted, and any other entity of any nature which these named entities maintain the majority of ownership or financial or management control (collectively, "TSC Parties") from and against any and all Liabilities with respect to claims for any and all injury, damages or losses or injury to any person by whomsoever such claims may be asserted, including specifically but without limitation, employees of TSC, employees of Client, and members of the general public arising out of or resulting from the use of TSC employees who are allowed to operate motor vehicles while on assignment with Client.

C. The obligations of this Article 7 shall survive the expiration, termination, or cancellation of this Agreement to the greatest extent permitted bylaw.

## 8. Prices, Payment and Billing

A. Client agrees to pay TSC as per rates set forth in Exhibit A to this Agreement, with a total not-to-exceed amount of \$350,000 (based on the initial term of August 23, 2021 through December 31, 2021). TSC may, on occasion, increase the rates set forth above in proportion to any legally-mandated new or increased cost which may be required by federal, state, or local law commencing upon the effective date of such new or increased cost, such as FICA State Unemployment Tax increase or any new or increased cost associated with the passage of a federal or state or local law mandating any benefits for employees. In any event, on occasion, rates may be prospectively changed by TSC upon notice to Client. Any sales, use, value added, or similar taxes that apply to sales to Client will be added to Client's invoices as a separate item.

B. Amounts payable under this Agreement will be billed weekly with payment due upon receipt of the invoice. Client should address payments to TSC Hospitality Services at 2900 Monarch Lakes Boulevard, Suite 202, Miramar, FL 33027. Any amounts unpaid after thirty (30) days from the invoice date will bear interest at the lesser of 1.5% per month or the maximum legal rate. Client will pay to TSC all of the reasonable expenses, costs and fees TSC incurs to collect overdue invoice payments from Client.

C. Requested staff requires a five-hour minimum workday. If an employee is scheduled to work a minimum of five hours in one day and the employee is sent home in less than five hours due to a lack of work, the employee will be paid for five hours and Client will be billed for five hours. **Show-up:** In the event Client cancels the employee's assignment and the employee is already on his/her way to work, or at the location, the five hour minimum will be applied, and Client will be billed for five hours.

D. All overtime worked by TSC employees will be paid to employees as required by federal, state and local statutes. Client agrees to pay TSC overtime rates for the performance of overtime work to the extent that a TSC employee's work on assignment to Client, taken alone, would legally require premium overtime pay and Client has scheduled, requested or approved the TSC employee to work those hours. The rate for overtime hours will be the same multiple of the Straight Time bill rate as TSC is required to apply to the TSC employee's pay rate. For purposes of this Agreement, "Straight Time" is defined under the Fair Labor Standards Act.

E. Paid sick time will be billed back to Client at the straight-time bill rate for all hours taken by any TSC employee in any jurisdiction that has passed or will pass paid sick time legislation.

## 9. Compliance and Laws

A. TSC agrees that it shall not discriminate on the basis of race, color, ancestry, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity or expression, veteran status, or genetic information; the perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics. TSC affirms that it is an equal opportunity and affirmative action employer and it will comply with all applicable federal, state, and local laws governing employment, including, but not limited to, the California Fair Employment and Housing Act, the Fair Labor Standards Act; Executive Order 11246 and Amendment; the Vietnam Era Veterans Readjustment Act of 1975; the Civil Rights Act of 1964; the Equal Pay Act of 1963, the Age Discrimination in Employment Act; the Immigration Reform and Control Act of 1986; the American with Disabilities Act; the National Labor Relations Act; and the Immigration Control Act of 1990. TSC shall also comply with Executive Order 13201, as amended, which is also administered by the OFCCP and all relevant rules, regulations and orders pertaining thereto. The employee notice clause and all other provisions of 29 C.F.R., part 470, are hereby incorporated by reference. TSC shall include the provisions of this Section in every subcontract or purchase order so that such provisions shall be binding upon each TSC, subcontractor or vendor performing services or providing materials relating to this Agreement and the services provided pursuant to the terms hereof.

A. Because the Client controls the facilities in which the employees assigned by TSC will work, it is agreed the Client is primarily responsible for compliance with the Occupational Safety and Health Act, and regulations thereunder to the extent those laws apply to TSC's assigned employees, except as may otherwise be agreed to by the parties in writing.

C. In the event of any complaint of unlawful discrimination, harassment, or retaliation by any of TSC's assigned employees, the parties agree to cooperate in the prompt investigation and resolution of such complaint.

## 10. Independent Contractor

In its performance of this Agreement, TSC will at all times act in its own capacity and right as an independent contractor and nothing contained herein may be construed to make TSC an agent, partner, or joint venture of the Client. TSC shall not have any right, power, or authority to enter into any agreement for, or on behalf of, or incur any obligation or liability of, or to otherwise bind, the Client. Neither TSC nor its employees will have any claim to the Client revenues from their work.

## 11. Notices

Whenever, by the terms of this Agreement, notice, demand, or other communication shall or may be given, to either party, same shall be in writing and shall be sent by certified mail, postage prepaid, or shall be sent by private express carrier as follows:

If intended for the Client:

Glendale Unified School District  
223 N Jackson Street  
Glendale, CA 91206  
Attn: Stephen Dickinson

If intended for the TSC:

The Services Companies  
2900 Monarch Lakes Blvd, Suite 202  
Miramar, FL 33027  
Attn: CFO

## **12. Confidentiality**

TSC acknowledges that it or its assigned employees may be given access to or acquire information that is proprietary or confidential to the Client or its affiliated entities and their Clients and customers ("Proprietary Information"). Any and all such Proprietary Information obtained by TSC and its assigned employees shall be deemed confidential and proprietary. TSC hereby agrees that Proprietary Information is confidential and shall not be disclosed to any other person except those reasonably assisting TSC with the services provided in this Agreement (and then only upon TSC making such person aware of the confidentiality restriction and procuring such person's agreement to be bound thereby). Upon termination of the Agreement, TSC agrees to return to Client, or destroy all Proprietary Information that was provided to TSC and TSC agrees not to retain any copy of such Proprietary Information provided to it and to instruct all persons and entities that have received a copy or copies of such Proprietary Information to immediately return such Proprietary Information to Client or destroy such Proprietary Information. Further, TSC agrees not to use or allow to be used any Proprietary Information for any purpose other than to perform the services contemplated by this Agreement.

## **13. Force Majeure Clause**

The Parties to the Contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss, pandemic or epidemic, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other Party(ies), provided that it is satisfactorily established that the non- performance is not due to the fault or neglect of the Party not performing.

## **14. California Law**

This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California, in the County of Los Angeles. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the Client's administrative offices are located.

## **15. Miscellaneous**

Both parties agree that this written Agreement is the total agreement between the parties and that no other document, subsequent modification, or oral agreements exist other than the terms stated herein. Any subsequent modification/amendment to this Agreement shall be reduced to writing, signed by both parties, and attached hereto in order to be effective. The paragraph headings throughout this Agreement are for the convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Agreement. If any term or provision of this Agreement, or the application thereof to any person or circumstance, shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, the application of such term provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent of the law. This Agreement shall be governed by and construed in accordance with the laws of the state of Florida, without reference to any conflicts of laws principles thereof. In the event litigation is initiated to enforce any part of this Agreement, the prevailing party is entitled to recover the expenses of litigation, including reasonable attorney's fees. EXCEPT IN CASES INVOLVING A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL,

INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, ANY LOSS OF USE, LOSS OF BUSINESS OR LOSS OF PROFIT, EVEN IF IT A PARTY HAS PREVIOUSLY BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR THE DAMAGES WERE OTHERWISE FORESEEABLE; provided, however, there shall be no limitation on a party's liability to the other for any fines or penalties imposed on the other party by any court of competent jurisdiction or federal, state, or local administrative agency resulting from the failure of the party to comply with any term or condition of this Agreement or any valid and applicable law, rule or regulation.

WITNESS THE EXECUTION HEREOF, in any number of counterpart copies, each of which counterpart copy shall be deemed an original for all purposes.

GLENDALE UNIFIED SCHOOL DISTRICT

By: Stephen Dickinson 8-19-21  
Name: Stephen Dickinson  
Title: CFO

*GUSD Board ratification 8-31-21*

THE SERVICE COMPANIES, INC.

By: John Valdez  
Name: John E. Valdez  
Title: Business Development



## Glendale Unified School District

Glendale, CA

Date: 8/10/21

## HYBRID PROPOSAL

<b>FIXED MONTHLY FEE</b>	
Operations Manager	\$5,416.67
<b>HOURLY BILL RATES X POSITION</b>	
POSITION	BILL RATE
Campus Attendants	\$28.80
Cafeteria Attendant	\$27.20
Administration Workers	\$32.00
Landscapers	\$27.20
Ground Keepers	\$28.80
<b>ADDITIONAL SPECIAL SERVICES</b>	
POSITION	BILL RATE
Utility Attendants (Graffiti Removal, Power Washing, Arena Disinfecting)	\$32.00
Covid Response Team	\$40.00
Box Truck Delivery	\$38.00