

# Olivehurst Public Utility District



## Agenda Item Staff Report

Meeting Date: 07/21/2022

### Item description/summary:

#### Discuss the Special Events Application Request

Cobblestone Crocs PTO submitted a request to hold a Plumas Lake Block Party Beer Garden event at Eufay Wood Sr. Memorial Park on August 27, 2022. The hours of the event will be from 7:00 a.m. to 10:00 p.m. They will be having a DJ with four monitors, a live band with a temporary stage, and will be serving alcohol. They have also requested portable toilets at the event. A deposit has not been taken, an ABC license, signed licensed security contract, and insurance has not yet been received for the event. This event has been approved and successfully held in the past.

### Fiscal Analysis:

### Employee Feedback

### Sample Motion:

Approving Cobblestone Crocs PTO Special Events Application.

Prepared by:

Bri Anne Ritchie, Board Clerk



**OLIVEHURST PUBLIC UTILITY DISTRICT**

Business Office  
1970 9<sup>th</sup> Avenue/P.O. Box 670  
Olivehurst, CA 95961  
Phone (530) 743-4657 Fax (530) 743-3023 www.opud.org

Application must be submitted to Business Office a minimum of 30 business days prior to date of event.

**Special Events Application/Permit**

(YOU MUST HAVE YOUR COPY OF YOUR PERMIT IN POSSESSION DURING EVENT)

Organization/Group: Cobblestone Cross PTO Contact Person(s): Veronica Brown  
Contact Phone #(s): 530 718 6099 Email: veronicabrownhome@gmail.com

Event Location (name of park/facility): Eufay Woods Jr Park  
Name/Type of Event: Plumas Lake Block Party Beer garden Date(s) of Event: Aug 27, 2022  
Hours of event: 7am am/pm - 10 pm am/pm (Include set up and clean up time)

Estimate: Number of Participants: 1500 Spectators: 0 Staff: 12  
Will you be using a public address system or any other type of amplified sound equipment? Yes X No       

If yes, provide a detailed plan for all electronics including music, public address systems, etc.: DJ w/ four monitors and live band on temporary stage.

Will there be any vendors or contractors operating a booth, shop, or mobile operation during event? Yes        No X  
If yes, provide number of vendors        and vendor type(s):       

(Must provide copies of all permits and written approvals from other agencies that may be required prior to conducting event)  
Will alcoholic beverages be served or given away? Yes X No        If yes, must provide valid ABC license and provide licensed security. (Per OPUD Special Events Policy)  
Is this a for-profit or non-profit event: non-profit Will you be charging fees to participants? Yes        No X  
Will dumpsters be required: Yes        No X Will portable toilets be required: Yes X No         
(If yes, see OPUD Special Events Policy regarding dumpsters and portable toilets.)

**INSURANCE:** Applicant must provide Olivehurst Public Utility District a properly worded Certificate of Insurance from an insurance company licensed to do business in the State of California as proof of possession of general liability, owner, landlords and tenants, or general homeowners insurance, providing for personal injury, death and property damage in the amount of not less than \$1,000,000.00. In the case of other than private use, said certificate shall also provide as additionally insured the Olivehurst Public Utility District, its officers, agents, and employees. Such insurance will be primary coverage for any liability arising from applicants' use of the facilities. The certificate must cover all dates and hours of facility use. INITIAL HERE VBI

Any change, alteration or modification of intended use must be approved by Olivehurst Public Utility District. Change can result in cancellation of use. Any misrepresentation of your group or use, or failure to comply with Special Events Policy may result in expulsion from the park. INITIAL HERE VBI

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT APPLICANT/ORGANIZATION SHALL SAVE, KEEP AND HOLD HARMLESS OLIVEHURST PUBLIC UTILITY DISTRICT, ITS OFFICERS, AGENTS, EMPLOYEES AND VOLUNTEERS FROM ALL DAMAGES, COSTS OR EXPENSES IN LAW OR EQUITY THAT MAY AT ANY TIME ARISE OR BE SET UP BECAUSE OF DAMAGES TO PROPERTY OR PERSONAL INJURY RECEIVED BY REASON OF OR IN THE COURSE OF USING OR OCCUPYING THE FACILITY. INITIAL HERE VBI

I AND/OR MY ORGANIZATION FURTHER EXPRESSLY CERTIFY THAT I AND/OR MY ORGANIZATION WILL BE RESPONSIBLE FOR ANY DAMAGE OR LOSS SUSTAINED TO THE GROUNDS, BUILDING, OR EQUIPMENT OCCURRING, OR UNUSUAL CLEAN-UP REQUIRED, AS A RESULT OF MY AND/OR MY ORGANIZATION'S USE OF THE FACILITY. AMOUNT OF CLEANING DEPOSIT WILL BE BASED ON TYPE AND SIZE OF EVENT. IT IS UNDERSTOOD AND AGREED THAT APPLICANT/ORGANIZATION WILL CLEAN UP ALL DECORATIONS AND TRASH OR CLEANING DEPOSIT WILL BE FORFEITED. **NO PERSONAL VEHICLES ARE ALLOWED ON PARK GRASS AREAS** AS GRASS AND SPRINKLER HEADS CAN BE DAMAGED. INITIAL HERE VBI

I have read and understand the attached OPUD Special Events Policy INITIAL HERE VBI  
Signature of Individual/Representative Veronica S Brown

**FOR OFFICIAL USE ONLY:** Application/Permit Fee \$        Amount Refundable \$         Cash  Check #         
Insurance:  Yes  No Food Sale/Use        Alcohol Sale/Use        Law Enforcement Notified         
Permits/Written Approvals:        ABC License:        Licensed Security:         
Approved:  Disapproved:  Remarks:        Cleaning Deposit \$         
Processed by:        Date:



Joseph Puccio Security & Investigative Services PPO 12135  
Joseph Puccio Security & Investigative Services Training Center TFF 1659, TBF 1395  
Joseph P. Puccio CEO President  
DBA All City Patrol Services,  
DBA Coast to Coast International  
1940 Parkwood Drive  
Yuba City, CA. 95993  
530-848-0322 Office; 888-696-8550 Dispatch

[www.allcitypatrolservices.com](http://www.allcitypatrolservices.com)

**CONFIDENTIAL PROPRIETARY INVESTIGATION**

**CONFIDENTIAL PROPRIETARY INFORMATION**

**SECURITY OFFICER CONTRACT REQUIREMENTS**

Customer: Cobblestone Crocs PTO, Eufay Woods Jr. Park. River Oaks Blvd., Plumas Lake 95961, Cobblestone Elementary School, Plumas Lake Unified School District, August 27, 2022, from 1600 hours (4:00 PM) to 2130 hours (9:30 PM). Two (2) security officer. One officer at the Beer Gardens (tent) and the other romaing.		File #1001 Cobblestone Crocs PTO
Post Name: Cobblestone Crocs PTO		
Post Address: Eufay Woods Jr. Park, River Oaks Blvd, Plumas Lake, CA. 95961		
Post Telephone: 530-718-6099 Contact person is Veronica Brown		
Start Date: 08/27/2022	Start Time: 1600 hours (4:00 PM)	
Patrol Hours: 1600 – 2130 hours (4:00 to 9:30 PM)	Number of Security Staff Required: Two Officers	

**Joseph Puccio Security & Investigative Services, DBA All City Patrol Services, (ACPS)** is fully licensed and insured. Coverage including, but not limited to: General Liability, Workman's Compensation, Automobile, etc. As per the requirements of the Bureau of Security and Investigative Services and the State of California, said insurance covers over two million dollars.

THIS CONTRACT is made this 25<sup>th</sup> day of June 2022 by and between **Cobblestone Crocs PTO** hereinafter called the "Customer" and **ACPS** a corporation chartered under the laws of the State of California and hereinafter referred to as the "Agency."

**Security Officers' Probation review:**

All security officers will be reviewed by **ACPS Management**. Those security officers that are performing below standards will be removed from the site as required at any determined time during their service period for unacceptable performance of minimum standards.

**Parking enforcement on property:**

**ACPS** will enforce a parking control program that is exclusive to **Cobblestone Crocs PTO**. Outside guest entering the community will be identified and vehicle license plate(s) will be recorded.

**Reports – Incident and Daily Activity Reports:**

Clear written reports and digital photographs, if needed, will be submitted by e-mail to **Cobblestone Crocs PTO director or another representative** deemed authorized person(s) daily.

**Twenty-Four (24) Hour Emergency Contact:**

**A 24-hour emergency contact number for ACPS Managers is 1-888-696-8550.**

**Post orders:**

Call the police in an emergency and call **ACPS** dispatch at 1-888-696-8550.

**ACPS Security Guard Directives:**

Security officers' conduct shall conform to high standards of morality and integrity. Accordingly, the security officer:

1. Will not accept tips or other gratuities from guests, residents, staff, and others not listed.
2. Must treat all people with respect. Personal feelings should never interfere with performance.
3. Will not become involved socially with guests, residents, staff, or others not listed.
4. Will not lend money to, nor borrow money from guests, residents, staff, or others not listed.
5. Will never drink alcoholic beverages while on duty.
6. Will never come to work under the influence of alcohol/drugs, or with the odor of alcohol on his/her breath.
7. Will not be involved with the use, transfer or sale of illegal drugs.
8. Will never sit in a personal vehicle unless directly instructed to do so by **ACPS Management** as a method of observing part of the property. All patrols will be conducted by both in a company vehicle and on foot. Foul weather equipment will be provided by **ACPS**.
9. Must remain alert and active during the entire shift.



10. Public statements and news releases are prohibited, all security officers will inform the person(s)/media to contact **ACPS Management**, and only state they are not allowed to release any information. Security officers are not allowed to make public statements concerning their job, **Cobblestone Crocs PTO**. **ACPS**, or others to news media, guests, residents, staff, or citizens.
11. Security officers will immediately contact **ACPS Management**, in turn management will contact **Cobblestone Crocs PTO** authorized person(s) if the media or a public official comes to the property, or hears they are coming to the property.
12. Should a person be injured, or an accident occur, the security officer(s) shall gather facts concerning the incident and prepare an incident report that will be e-mailed to **ACPS Management** and **Cobblestone Crocs PTO**, before the end of the shift, and is to provide a written report to the proper authorities upon request. Security officers shall never admit liability on the part of **ACPS** or, **Cobblestone Crocs PTO**. Security officers shall produce and/or provide all the comfort and assistance at an accident scene to all victims possible until other appropriate personnel arrive on scene to assume responsibility. All security officers shall hold an approved CPR and First Aid card issued by the American Red Cross. (**ACPS Training Department** offers CPR and First Aid Training and will supply this course at a considerable discount to the staff at **Cobblestone Crocs PTO** that are in need of or interested in American Red Cross CPR training).
13. Security officers shall be qualified and licensed by the Bureau of Security and Investigative Services.
14. Security officers that encounter guests, residents, and staff of **Cobblestone Crocs PTO** shall always conduct themselves in an appropriate professional manner.
15. Security officers shall be neat in appearance and wear proper attire. Uniforms will be worn in accordance to the United States Military Standards with either ODU's (Operational Dress Uniform) or sports slacks without pleats. All uniforms will be pressed and have appropriate shoulder patches and badge in compliance with the Bureau of Security and Investigative Services laws, rules, codes, and regulations. Only **ACPS** approved uniforms, jackets, and head dress shall be worn while on duty. Non-uniform items are prohibited. Uniform inspections will be in place and enforced by **ACPS Management**.
16. Security officers shall keep shoes, boots, and equipment blackened and/or shined. Shoes, boots, and leather equipment shall be black. Leather gear may be nylon or black basket weave. There shall be no exceptions while in uniform and on duty.
17. Security officers shall be friendly and courteous to all staff, clients, residents, guest and others not listed regardless of the nature of the security officer's job or contacts. Security officers must remember and be mindful of the fact they may

come in contact with angry guest, clients, staff, etc., who are entering, on, or exiting the premises. At times people can become upset or even irrational, it is important for the security officer to maintain his/her demeanor, remain calm and be courteous even though security officer presence is required. The security officer should never argue with angry guests, clients, residents, or staff regardless of the issue(s) at hand.

18. Security officer procedures shall prioritize the personal safety of guests, residents, clients, and staff as set forth below:

- ✚ Use of force while serving **Cobblestone Crocs PTO** used only as reasonably necessary to protect a guest, resident, client, staff member, or themselves.
- ✚ It should be recognized that **Cobblestone Crocs PTO** is a business, security officers must always reflect Cobblestone Crocs PTO core values.
- ✚ Before the new shift begins the Supervisor and all on-coming security officers shall meet and exchange important information and concerns.
- ✚ Upon arrival to the premises the security officer shall check for special orders or conditions that may exist in the **ACPS** standing orders. Security officer shall make sure to review and pass on any special standing orders and log book to the on-coming security officer.
- ✚ Conduct patrol of the premises. These patrols can be in vehicles or on foot or both and shall be random patrols. Patrol officers shall maintain daily activity reports also known as a daily activity log (DARs) while conducting their patrols of the premises. All DARs will be by computer. Patrol schedule can be established at the time this contract is finalized and the schedule will be arranged for the benefit of **Cobblestone Crocs PTO**.
- ✚ Check the following items during a patrol:
  - a) Ensure each exterior non-residential door is secured at closing times. If unsure, press hard against door to see if it is locked. If unlocked, secure the door and report in Daily Activity Log a.k.a. Daily Activity Report (DAR) the location, time, and what actions were taken.
  - b) Report any burned out lights on DAR.
  - c) Report any dangerous conditions on DAR and neutralize dangerous conditions if at all possible. When dangerous conditions cannot be neutralized by the on-duty security officer the appropriate person shall be notified in order to alleviate the danger. Appropriate warning devices shall be set out to warn citizens of the pending danger.
  - d) Remove objects found in walkways or stairwells that may cause guests, residents, and/or staff to trip. Turn in objects found to office that may belong to guests, residents, and

staff. The officer shall note in DAR what and where item was found and the disposition.

- e) Ensure all fire extinguishers are in place. All fire extinguisher issues will be noted in the DAR noting conditions such as missing extinguishers and broken glass storage doors.
- f) When patrolling the streets/parking lots, check vehicles for car/truck doors, windows, trunk left open, and lights left on. Report immediately to owner of vehicle and note in the DAR all details, observation, and time of discovery as well as action taken and name of person it was reported too and disposition.
- g) Check home on vacation check list. Only check to ensure exterior is secured, do not enter home. If a broken window/door is found contact the appropriate law enforcement jurisdiction, **ACPS Management**, and **Cobblestone Crocs PTO**, and resident if possible. Write a detailed report and submit the report to all of the listed contacts above and the information shall be summarized in the DAR.
- h) A major part of the security officer's responsibility is monitoring the community to prevent loitering by non-guests, in order to protect the property, residents, guests, and staff. Observe and determine the motives of persons seen walking or standing in corridors, stairwells, driveways, sidewalks, streets, and parking lots.
- i) Challenge by approaching individuals who do not seem to be residents, guests, or staff to ask about their presence. For persons claiming to be residents, guests, or staff, the security officer should ask for his/her name and if at all possible the security officer should be in a printout of all residents and guest to verify claims. All incidents shall be report in the DAR. If the incident requires a detailed incident report one will be written.
- j) Request party to leave property if determined the individual is not a resident, guests, or staff and the individual has no reason to be on the property. Inform individual they will be arrested for trespassing if they return. The security officer should not argue with anyone or cause a serious confrontation. If person refuses to leave, contact the local

law enforcement agency, and continue observations until police arrive. If the situation warrants an immediate arrest the security office can make the arrest in order to protect life and property.

- k) Prepare a detailed incident report after the situation is resolved, and include the incident on the DAR as well. The responsible party that fails to cooperate and leave the premises must be field interviewed and their information included in the DAR and Incident Report.
- l) Do not permit cars to cruise the streets, and parking lots. The security officer shall question drivers who do not have a proper sticker/placard on premises and the reason for being there. People without valid reasons should be asked to leave and warned about trespassing. The Security Officer shall record on the DAR vehicle's license plate number, vehicle's description, and driver's identification.
- m) Do not establish a pattern for making rounds. Occasionally stop and listen for unusual sounds. Never repeat patrols in a pattern. Mix up the patrol in order to arrive at locations at different times. Security officers shall be mindful of predictable patrol times which will not prevent criminal activity. Security officer will not use the wand and button but available to the client is Guard Trak a GPS program the most modern tracking system for security services.
- n) Security officers must remain on patrol for at least fifty (50) fifty minutes of each (1) one hour patrol. Security officer as needed may choose to leave main streets, walkways, and paths to observe areas more discreetly.
- o) Security officers shall prepare a DAR for each shift maintaining track of time and incidents with no less than fifteen (15) minute increments. Security officers shall also complete the DAR as the shift progresses with exact times of property patrols and reportable items being recorded. Record any deviation from normal activity such as open doors, guest, resident, or staff problems and removal of trespassers, etc. When the shift ends, ensure all necessary entries were made. Report orally any continuing events to the **ACPS Supervisor** and pass on to the oncoming shift should there be one.



- p) Security officers shall immediately contact **ACPS Management** if any incident occurs resulting in any type of injury or criminal activity of resident, guest, or staff no matter what time it occurs. In addition, **ACPS Management** shall be contacted if the Security Officer is involved in an accident or incident while on duty. All incidents shall be noted on the DAR including all police, sheriff or law enforcement patrols occurring on-site property or law enforcement activity.

**Security Officers shall have a positive approach to all individuals and maintain a sense of humor.**

✚ Gate House Policy: (Should there be an entrance gate.) These are general items and can be changed to the needs of **Cobblestone Crocs PTO**.

- a) Shall be addressed with **Cobblestone Crocs PTO** and security activity will be in concert with directives.
- b) If requested by **Cobblestone Crocs PTO** check all persons Identification or for resident identification windshield stickers etc.
- c) If requested by **Cobblestone Crocs PTO** writes down vehicle License Plates if non-resident.
- d) If requested by **Cobblestone Crocs PTO** asks the reason for access if non-resident and where they are visiting.
- e) If requested by **Cobblestone Crocs PTO** visually inspects all vehicles for suspicious activity.
- f) If requested by **Cobblestone Crocs PTO** checks all vendors and asks for a company Identification.
- g) If requested by **Cobblestone Crocs PTO** when an individual denies the Security Officer proper Identification, or if non-resident and does not give information what their purpose of access the security office will not allow the person access until they have shown proper I.D., reason for entry, and the resident they are there to see is contacted for verification and approval of the visits.

✚ Security officers shall take the following action during a fire emergency:

- a) Contact the fire department.
- b) Attempt to extinguish the fire if practical.
- c) Begin evacuation, if necessary.

**WITNESSETH:**

WHEREAS, the Agency is in the business of furnishing security services and the Customer desires to have the Agency furnish security services to the Customer at the time(s) and place(s) herein defined.

**NOW, THEREFORE**, it is agreed by and between **the parties hereto as** follows:

1. The Agency agrees, pursuant to request of the Customer, to furnish security services needed by the Customer at the site(s) location indicated on page 1 of this contract.
2. The total number of security services per week divided into shifts will be determined by **Cobblestone Crocs PTO**.
3. It is expressly agreed and understood by and between the parties hereto that this Agreement shall be governed by the laws of the State of California.
4. During the term of this agreement, the Customer agrees to use exclusively personnel of the Agency at the sites described above, and the Agency agrees to furnish such number of security officers as required and defined by the Customer at the site(s) described above. For services herein furnished, the Customer will pay the Agency as follows:
  - (a) The customer may add additional patrol hours or patrol checks at any time during the contractual period at the same contracted hourly rate. The customer may re-negotiate this contract in writing to add or subtract services. However, the more patrol checks, of course, more officers may be required.
  - (b) All fixed Security Officer Patrols (foot patrol) that do not required the use of an ACPS patrol vehicle will be at the rate of \$35.00 per hour and there will be a four-hour minimum for all post patrols where a vehicle is not required. The shifts will be eight hours a day starting at an appropriate time in the evening and ending eight hour later. This rate is not available in San Francisco, Alameda County or San Jose as these counties have a minimum wage requirement and other benefits. San Francisco, Alameda and Santa Clara County areas shall be priced upon the determination of the needed security assignment.
  - (c) All armed positions will be charged at a minimum of \$35.00 per hour and if a peace officer is required \$35.00 per hour.
  - (d) Calculations  
**This event is a fundraiser for the Cobblestone Elementary School Cobblestone Crocs PTO and the services will be donated. The fee donated is \$440.00. Our company is a service company and has special ties to our communities.**

- (e) All special events requiring security will be contract on an individual basis in order to better serve the Client and Customers. Special events have variable requirements and in some events city and county ordinances must be followed. Accordingly, each event will be contracted carefully in order to meet all of the requirements.
- (f) The Customer will pay a time and a half rate per man hour worked on the following legal holidays:
  - Christmas Eve December 24, starting at 1600 hours to midnight.
  - Christmas Day December 25, starting at 0000 – 2400 hours.
  - New Year's Eve starting at 1600 hours to midnight.
  - New Year's Day starting at 0000 - 2400 hours.
  - George Washington's Birthday or President's Day
  - Easter Sunday starting at 0000 – 2400 hours.
  - Memorial Day,
  - Independence Day/ 4<sup>th</sup> of July
  - Labor Day,
  - Thanksgiving Eve starting at 1600 – 2400 hours,
  - Thanksgiving Day starting 0000 – 2400 hours.
- (g) All court time required as a result of performance of duty shall require that the customer pay the agency the contracted hourly rate as described in Article 5 (a). Shall be at the same rate per hour.
- (h) The Agency will invoice the Customer bi-weekly on the first and fifteen or monthly per the request of Cobblestone Crocs PTO. Payment should be made within five (5) days or a late fee will be assessed as described below. Said invoices are to be payable to the Agency by the Customer five (5) days following the billing date. Any disputation of an invoice must be made known to the Agency within five (5) days of receipt by the Customer of said invoice otherwise the Customer accepts such invoice as correct for services rendered.
- (i) Upon non-payment of any sum due the Agency hereunder, the Agency has the right to suspend any or all services without notice to the Customer. It is further agreed that if payment is not made as herein described, the Agency may add a one-point five percent (1.5%) charge to that amount of any unpaid invoice and that the Customer shall be liable to the Agency for all reasonable attorney fees the agency incurs to effect collection of any invoices unpaid in whole or in part.
- (j) The Agency will respond to all alarms, emergencies, and other issues at the facility or property and will negotiable based upon requirements, structures, and the nature of the calls, but similar to cost noted above.

(k) All security officers furnished hereunder shall be the employees of the Agency, an independent contractor, and not an employee of the Customer, and the Agency will pay all salaries and expenses of said security officers and withhold all Federal, State, and Social Security Taxes and Federal and State Unemployment Taxes and any similar taxes relating to such personnel of the Agency. In the event labor costs are increased due to new Federal or State laws by more than 1% prior to the expiration of this contract, the customer agrees to pay the company such increases as due for the remainder of the contract life.

(l) The Agency shall furnish all security officers assigned hereunder to the Customer's sites with all appropriate equipment and uniforms.

(m) All patrol schedules will be flexible and they will meet needs of the Client.

5. Any and all property, equipment, supplies, apparatus, etc., furnished by the Agency hereunder and placed at or on any of the sites described on page one shall remain the property of the Agency, and the Agency shall at all times during and after the term of this Agreement have the sole and exclusive right to install, maintain, replace, and remove said property, equipment, supplies, and apparatus unless **Cobblestone Crocs PTO** pays for the equipment.
6. The Agency agrees security services furnished under this contract shall be performed by employees in conformity with practices as required by the Bureau of Security and Investigative Services, laws of the State and Federal Governments, and of all local codes. Complaints made against the Agency employees are taken seriously and are all thoroughly investigated by the Director of Training and Operations. All complaints shall be immediately forwarded to the Director of Training and Operations by telephone and then in writing.
7. The security officer furnished by the Agency shall perform such security related services as agreed upon by the Agency and the Customer. Security officers shall be and remain an employee of the Agency and that the Agency shall be responsible for the hiring, licensing, training, and supervision of all such security officers. However, notwithstanding the foregoing, if the Customer alters any written post instructions or directions given to the security officer by the Agency, or if the Customer assumes any supervision of said security officer, the Customer shall be solely liable for any and all consequences. The recommended approach to change Post Orders is to contact the Account Manager and the changes will be immediately made to meet the request of the Customer.
8. The conduct of all security officers assigned hereunder shall be governed by the policy and rules as shall be agreed upon in writing by the Customer and Agency. Specific Instructions as well as Post Instructions shall be issued in writing covering each Post of assignment, and such specific or Post instructions shall be signed by both parties hereto and by reference be made part hereof. These Post Instructions and Policies

may from time to time be revised and supplemented provided it is done in writing and signed by both parties hereto.

9. The Agency hereby represents and warrants that it has at present in force comprehensive public liability insurance.
10. This contract is entered into solely for the mutual benefit of the parties herein and that no benefits, rights, duties, or obligations are intended or created by this contract as to third parties not a signatory hereto.
11. **ALL CITY PATROL SERVICES**, hereby warrants that at the time this contract is entered into, it carries workman's compensation insurance to the extent required by the appropriate statutes, and Public Liability Insurance including errors and omissions in an amount satisfactory to the Customer. The Agency agrees on request to provide the Customer with Certificate of Insurance therefore. **CUSTOMER SPECIFICALLY ACKNOWLEDGES THAT THE CUSTOMER HAS READ AND ACCEPTS ARTICLES NUMBERED 1 – 18 HEREIN.**
12. This contract shall be in full force and effect for a period **of one year** from the above commencement date. However, the contract can be terminated by either party for cause.
13. It is further agreed and understood that this Agreement may be reopened upon the request of either party, at any time or at least once each consecutive 12-month period that this Agreement remains in full force and effect for the purpose of negotiating a revised rate for the security service being provided.
14. The Agency and the Customer agrees that this Agreement is to be continued in full force and effect from term to term after the expiration of the term herein-before set forth, unless a notice in writing to discontinue be sent to either party by certified United States mail, with return receipt, postage prepaid and addressed to the other party hereto shown on this Agreement.
15. Either party of this contract may cancel this contract at any time by giving thirty day written notice of intent to do so as noted in item number 15 above.
16. The entire agreement of the parties is contained herein, and no verbal understandings, agreements, purchase orders, work orders, or other documents shall alter, change, or modify the terms and provisions of this Agreement unless in writing **AND SIGNED BY BOTH PARTIES HERETO.**
17. It is agreed by and between the Agency and the Customer that if any of the terms of provisions of this Agreement shall be determined to be invalid or inoperative, all the remaining terms and provisions shall remain in full force and effect.
18. Regardless if bankruptcy is filed this contract is not dischargeable.



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

**AGENCY: All City Patrol Services, and Client, CUSTOMER:**

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

NAME: JOSEPH P. PUCCIO

TITLE: CEO - President

SIGNATURE: *Joseph P. Puccio*

DATE: 06-25-2022