

SECURITY SERVICES AGREEMENT

This Security Services Agreement ("Agreement") is entered into as of this 23rd day of July, 2024 ("Effective Date"), by and between Fremont County Board of Commissioners, having a principal place of business at 615 Macon Ave., Room 105, Canon City, CO 81212 ("Client"), and Advanced Professional Security, LLC, having a principal place of business at 6767 E 39th Avenue #201 Denver, Colorado 80207 ("Contractor").

WHEREAS, Client desires to retain the security services of Contractor, and Contractor desires to provide Client with the security services as described in this Agreement pursuant to the terms and conditions specified below and in any Exhibits.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and of other good and valid consideration, the receipt and sufficiency of which is hereby acknowledged, Client and Contractor (collectively, the "Parties" and each, a "Party") agree as follows:

 <u>Services.</u> Contractor shall provide security personnel to perform the services outlined in Exhibit A ("Services"). Contractor shall commence the Services upon execution of this Agreement by both Parties. Contractor will not be obligated to perform any services and will bear no responsibility for services other than expressly specified in this Agreement or Exhibit A. Notwithstanding the foregoing and Exhibit A, the Parties agree that Contractor is not engaged as a security consultant. Contractor represents that the Services shall conform to, in all material respects, the specifications in this Agreement and Exhibit A and the standards generally observed in the industry. Without limiting Contractor's obligation to provide the Services, Client acknowledges that Contractor cannot guarantee any particular result(s) due to circumstances caused by third parties.

In performing the Services, Contractor shall comply with all applicable federal, state, and municipal statutes, regulations, ordinances, codes, and laws. Contractor represents that it is licensed in the applicable jurisdiction(s) to perform the Services and that during the term of the Agreement, it shall remain licensed as required by the applicable law. Contractor shall, upon Client's request, provide client with copies of Contractor's current occupational licenses from the applicable governmental agencies, federal Employer Tax Identification Number, current fictitious name registration, and any other documentation that Client may reasonably request.

- 2. <u>Changes to Services.</u> Contractor and Client may, from time to time, request changes in the Services. Such changes, when mutually agreed upon by and between the Client and Contractor, shall be incorporated in written amendments or change orders to this Agreement. Contractor shall not be required to perform or be held liable in any fashion, whether pursuant to this Agreement or the applicable law, for any requested change that is not incorporated into an amendment or change order. Client shall not be required to pay for any requested change that is not incorporated into an amendment or change order.
- 3. <u>Term.</u> Unless earlier terminated pursuant to the terms of this Agreement, the term of this Agreement shall be from the Effective Date to December 31, 2025. The term of this Agreement may be extended for an additional one (1) year term by the mutual execution of a written amendment or change order (60) calendar days prior to December 31, 2025 ("Additional Term"). The costs of the Services for the Additional Term as outlined in Exhibit A and any amendments or change orders shall increase by 3% on January 1, 2026. This Agreement may be extended for an additional one year term subject to notice and cost adjustment as specified for the initial extension. After the (3) terms, this Agreement shall be re-negotiated.
- 4. <u>Termination.</u> This Agreement may be terminated for cause by any Party with 30 day written notice to the other Party upon the happening of any one of the following: (i) a filing by or against any Party of a petition for bankruptcy or for relief from creditors under any equivalent state law or regulation, or (ii) if the other Party is in material breach of the Agreement and such material breach is not cured within 30 days of receipt of written notice. Client also may terminate this Agreement for cause with 30 day written notice to Contractor in the event Contractor sells all its assets or membership interests or Contractor is otherwise sold. Upon termination, Client shall pay Contractor for Services performed by Contractor up to the termination date, and except for terms and conditions of this Agreement that survive termination, the Parties shall have no other obligations to each other.

Notwithstanding the foregoing, if Client believes Contractor is not performing the Services pursuant to the terms of the Agreement, Client shall provide written notice to Contractor ("Performance Notice") as to all issues with the Contractor's performance of the Services based on the terms of the Agreement ("Performance Issues"). Contractor shall have sixty (60) days from the date of the receipt of the Performance Notice pursuant to Section 19 to correct the Performance Issues. If the Performance Notice pursuant to Section 19, Client shall not have a basis to terminate pursuant to Section 4(ii). If the Performance Issues are not corrected within sixty (60) days from the date of the receipt of the performance Notice pursuant to Section 19, Client shall not have a basis to terminate pursuant to Section 4(ii).

Client may terminate this agreement without prior notice in the event that Contractor or any of Contractor's employees providing services pursuant to this agreement commits an egregious violation of criminal law or an egregious civil rights violation while performing such services.

5. <u>Personnel.</u> Contractor represents that all security officers ("Security Officers") providing Services have been properly trained to provide the Services and have been subjected to appropriate background checks. Contractor represents that all persons who perform work for Contractor under this Agreement, including Security Officers, are solely the employees or subcontractors (if permitted by Client pursuant to this Agreement) of Contractor and not employees, joint or otherwise, or independent contractors of Client.

Client acknowledges that Contractor has the sole right of control or exercise any right of control over Contractor, its operations, employees, and subcontractors (if permitted by Client pursuant to this Agreement), including, but not limited to, hiring and firing, supervision of work schedules or conditions of employment, rate and method of payment of employees, maintenance of employment records, and any other traditional employment or contracting function. Notwithstanding the foregoing, Client may, in its reasonable discretion, exclude any Security Officer or other employee of Contractor from performing services under this Agreement on Client's premises, with written notice to Contractor as to all reasons for such exclusion.

Contractor will pay all salaries, wages, and benefits of Contractor's employees and all social security, federal and state unemployment taxes, and any similar payroll taxes relating to its employees. Because Contractor is engaged in its own independently established business, neither Contractor, nor any of employees, subcontractors (if permitted by Client pursuant to this Agreement) or agents are eligible for and thus, shall not participate in any employee pension, health or other fringe benefit plan offered by the Client.

No payroll taxes of any kind shall be withheld from payment to Contractor, nor paid by Client on behalf of Contractor or any employees of Contractor. Contractor shall not be treated as an employee associated with the Services for any purpose, including, but not limited to, federal or state taxes. Contractor shall be furnished, on a timely basis, with an applicable IRS Form 1099. Contractor understands that it is Contractor's responsibility to pay, according to the applicable law, Contractor's federal and state taxes.

- 6. <u>Equipment, Materials, or Supplies.</u> In the performance of the Services, Contractor shall supply, at the Contractor's sole expense, such equipment, tools, materials, and/or supplies necessary to accomplish the Services. Should Contractor use any of Client's equipment, tools, materials, supplies, and/or office space, Contractor will be charged for such use, unless otherwise agreed to in a prior written amendment or change order.
- 7. <u>Payment.</u> Client shall make payments to Contractor for the performance of Services as follows:

Pursuant to Exhibit A, total compensation is calculated at an hourly rate of \$33 per hour for each hour worked, except coverage on holidays or overtime hours that are billed at the rate of \$49.50 per hour.

Contractor calculates overtime at time and one-half for any work performed in excess of 12 hours per day by a Security Officer. Client is obligated to pay overtime only when the Client has requested a Security Officer to work in excess of 12 hours per day or a Security Officer is required to complete any task or report as a result of any action or activity that occurred during the Security Officer's shift that results in work exceeding 12 hours per day. Contractor shall make every reasonable effort to avoid overtime, with the exception that such effort does not adversely affect the performance of the Services.

Contractor calculates compensation for holidays at a rate of time and one-half. Contractor recognizes the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

On or before the 10th of the month, Contractor shall submit to Client an invoice for the Services performed pursuant to this Agreement. An electronic invoice will be forwarded to Client, and unless otherwise notified, Contractor may assume that Client has received said invoices within 5 business days, excluding holidays. Client agrees to pay Contractor promptly after receipt of a timely invoice. Payment will be considered delinquent if not received within 30 days after Client's receipt of an invoice, and such delinquent payment will be subject to a 2.5% late fee for every 30 days such payment remains delinquent.

- 8. <u>Non-Solicitation</u>. Neither Party shall knowingly solicit, recruit, hire or otherwise employ or retain the employees of the other Party during the term of this Agreement without the prior written consent of the other Party. However, notwithstanding the above, this Section shall not restrict the right of either Party to solicit or recruit generally in the media and shall not prohibit either Party from hiring, without prior written consent, the other Party's employee who answers any advertisement or who otherwise voluntarily applies for hire without having been solicited or recruited
- 9. Force Majeure. Neither Party shall be liable for failure or delay in performance under this Agreement due to causes beyond its reasonable control, such as an act of God, strike, lockout or other labor dispute, civil commotion, sabotage, fire, flood, explosion, acts of any government, unusually severe weather, act or neglect of a Party, employee of a Party, or a separate contractor employed by a Party, changes ordered in the Services, unavoidable casualties or other causes beyond Contractor's control, delay authorized by Client pending mediation and arbitration, or any other causes not within the reasonable control of the Party affected ("Force Majeure Event"). In the event either Party is unable to perform any of its obligations due to a Force Majeure Event, the Party shall promptly notify the other Party in writing and such notice shall set forth with reasonable specificity the nature of the delay or stoppage and the estimated time necessary to resolve the delay. Performance shall be promptly resumed after the applicable Force Majeure Event has been remedied; provided, if the non-performing Party remains subject to the Force Majeure Event and at least ten (10) calendar days have elapsed since the delivery of such notice, the other Party may terminate this Agreement immediately by giving written notice of termination.
- 10. <u>Insurance.</u> During the term of this Agreement, Contractor shall purchase and maintain comprehensive general liability insurance coverage covering bodily injury and property damage with minimum limits of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Contractor will cause Client to be added as an additional insured under such policy and will provide Client with a certificate of insurance evidencing such coverage upon Client's request. Contractor will not make any changes to its insurance coverage without at least 30 days' prior written notice to Client. In no event will Client's additional insured without its prior written consent.

During the term of this Agreement, Contractor also have workers' compensation insurance and unemployment compensation insurance as required by the applicable law.

11. <u>Indemnification</u>. Subject to the limitations set forth herein and to the fullest extent permitted by law, Contractor agrees to indemnify, defend and hold harmless Client and each of its affiliates and subsidiaries and each of their respective officers, directors, partners, employees and agents from and against any and all claims arising out of injuries to or death of any and all persons whomsoever, or damage or harm to property to whomsoever belonging or persons, in any manner connected with or resulting from Contractor's or its agents' acts or omissions, negligence, or willful misconduct in the performance of the Services. Contractor further expressly agrees, to the fullest extent permitted by law, to indemnify, defend and hold harmless Client and each of its affiliates and subsidiaries and each of their respective officers, directors, partners, employees and agents from and against any and all Claims for unemployment compensation, employee benefits, employment taxes, or any employment-related claim made by Contractor, agents or employees of Contractor, or on behalf of Contractor or its agents or employees against Client as an employer, joint or otherwise.

In the event that any Claims are caused by the joint or concurrent negligence of the indemnifying Party, those for whom the indemnifying Party has assumed responsibility, one or more of the indemnitees, and a third party, or any combination thereof, the indemnifying Party's liability under this Section shall be equal to the degree that its negligence contributed to the cause of such claims.

- 12. <u>Subcontractors.</u> Contractor specifically agrees that it shall be the party solely responsible for performing its obligations under this Agreement and that it shall not subcontract work associated with the Services without the prior written consent of Client. In the event that Contractor shall engage any subcontractor or other person for the performance of all or any portion of the Services required hereunder, Contractor shall be and remain liable to Client under the terms of this Agreement. Contractor shall be solely and exclusively responsible to pay any charges of any such subcontractor.
- 13. <u>Non-Discrimination and Non-Harassment.</u> Contractor shall comply with all federal, state, and local statutes relating to nondiscrimination and non-harassment, including, but not limited to, Title VI and Title VII of the Civil Rights Act of 1954, as amended (42 U.S. C. 2000d and 2000e, et seq.), and any applicable titles of the Americans with Disabilities Act. Contractor shall not discriminate on grounds of race, color, religion, creed, sex, disability, national origin, sexual orientation, age, ancestry, or any other protected status of an individual in the selection, retention, terms and benefits, and termination of any employee and/or subcontractor and shall maintain policies prohibiting the same. Contractor shall likewise not engage in any harassment, whether sexual or otherwise, prohibited under federal, state or local law and shall maintain policies prohibiting the same.
- 14. <u>Confidentiality.</u> The Parties agree that the terms of this Agreement are confidential and neither Party shall disclose any form of this Agreement or the terms of the Agreement to any third-party for any purpose without the prior written consent of the other Party, unless the disclosure is made by a Party to its own accountants, attorneys or agents or the disclosure is required by any legal proceedings or similar process.

Client owns certain confidential information crucial to its business, including trade secrets and all other information not clearly known to the public about Client's operations, students, teachers, venders, products and business. Client's trade secrets and other proprietary and confidential information includes the whole or any portion or phase of any of the following: student information and records, including personal and health information and records, teacher information and records, personnel information and records, scientific or technical information, designs, processes, procedures, formulas, improvements, confidential business or financial information, other information relating to Client's business or profession (including information about Client's business or financial affairs, research and development, marketing plans, bids, techniques, operations, products, services, contracts, forms) and all other trade secret, proprietary and confidential information not clearly known to the public ("Confidential Information"). Due to the value and sensitivity of the Confidential Information, and the difficult of replacing them and significant harm if it is disclosed, taken or misused for any reason, Client seeks by this Agreement to protect the Confidential Information, and any other confidential information Contractor acquires as a result of Contractor's work with the Client. The Parties' agreement under this Confidentiality provision will continue indefinitely, both during and after the time during which Contractor may provide the Services.

Because the Confidential Information and all other confidential information, records, and data relating to Client's operations are Client's exclusive property, Contractor therefore agrees:

- A. At all times while this Agreement is in effect, Contractor will keep secret and will not disclose to any third party, take, or misuse any of the Confidential Information that Contractor acquires or has access to because of the Contractor's work for Client;
- B. At all times while this Agreement is in effect, Contractor will not use or seek to use any of the Confidential Information for Contractor's own benefit or for the benefit of any other person or business or in any way adverse to Client's interests;
- C. On Client's request or on termination of our relationship, Contractor will promptly return to Client all its property that contain any of the Confidential Information;
- D. After termination of this Agreement, Contractor will preserve the secrecy of and will not disclose directly or indirectly to any other person or business any of the Confidential Information; and
- E. Contractor will promptly advise Client of any unauthorized disclosure or use of the Confidential Information by any person or entity.
- F. Contractor agrees that, if Contractor violates the Confidentiality provisions, it would be difficult to determine the damages Client would suffer including, but not limited to, losses attributable to lost confidential information. Accordingly, Contractor agrees that if Contractor violates these provisions, Client will be entitled to an Order for injunctive relief and/or for specific performance, or their equivalent, from a court or arbitrator, including requirements that Contractor take action or refrain from action to preserve the secrecy of the Confidential Information and to protect Client from additional damages. Contractor agrees that Client does not need to post a bond to obtain an injunction and waives Contractor's right to require such a bond.
- 15. <u>Other Modifications.</u> Other than an amendment or change order pursuant to Section 2, this Agreement may only be modified in whole or in part and at any time by an

amendment or change order provided such amendment or change order is in writing and signed by the duly authorized representatives of both Parties.

- 16. <u>Promotion.</u> Contractor agrees not to advertise, promote or represent to any client, potential client, supplier, or any other third party that Contractor or any of its agents are providing the Services to Client. Instead, Contractor may represent only that the Parties have an independent contractor relationship under which Contractor may from time to time be offered by and may accept from Client an opportunity to provide Contractor's customary services.
- 17. <u>Interest of Contractor</u>. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect that would conflict in any manner or degree with the performance of Services required to be performed under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having such interest shall be employed.
- 18. <u>Independent Contractor Status.</u> The Parties are and will at all times remain independent from one another. Nothing contained herein will be construed to create an association, partnership, joint venture, relation of principal and agent or employer and employee, joint or otherwise, between Client and Contractor and its agents and employees within the meaning of any federal, state or local law. Moreover, Client does not require Contractor to work exclusively for the Company, will not provide more than minimal training for the Contractor, will not establish a particular quality standard for Contractor, and will not oversee how the Services are to be performed.
- 19. <u>Notice.</u> Any notices or other communications required or permitted by this Agreement or by law to be served on, given to, or delivered to either Party, by the other Party, shall be in writing. Written notice includes facsimile, telegraphic, or electronic transmission when directed to the address or facsimile or electronic transmission information, which each Party has provided to the other Party for purposes of providing notice. Notice shall be addressed to the following:

To Contractor:

Advanced Professional Security, LLC 6767 E 39th Avenue. Denver, Colorado 80207 Attn: Galen Morrow, President <u>galen@advprosecurity.com</u> Facsimile: (303) 371-6882

With a copy (which shall not constitute notice) to:

Sherman & Howard L.L.C. 90 S. Cascade Ave. Suite 1500 Colorado Springs, CO 80903 Attn: Ryan J. Klein, Esq. rklein@shermanhoward.com To Client:

Fremont County Board of Commissioners 615 Macon Ave. Room 105 Canon City, CO 81212 ATTENTION: Tony Carochi tony.carochi@fremontco.com 719-276-7351 Either Party may change its address or facsimile or electronic transmission information for the purpose of this Section by giving written notice of such change to the other Party in the manner provided in this Section.

Any notice given to any Party in accordance with this Agreement will be deemed to have been duly given and received (i) on the date of receipt, if personally delivered; (ii) five (5) days after being sent by U.S. mail, postage prepaid; (iii) the date of receipt, if sent by registered or certified U.S. mail, postage prepaid; (iv) one business day after receipt, if sent by confirmed facsimile transmission; (v) if sent by email, the date on which the recipient acknowledges having received such email by an email sent to the email address for the sender or by a notice delivered by another method in accordance with this Section (with an automatic "read receipt" not constituting acknowledgment of an email for purposes of this Section); or (vi) one business day after having been sent by a nationally recognized overnight courier service.

20. <u>Dispute Resolution.</u> A claim or dispute is a demand or assertion by one of the Parties against the other Party seeking, as a matter or right, payment of money or other relief with respect to the terms of this Agreement. Any claim or dispute shall be submitted in writing by one Party to the other Party.

If a claim or dispute arises, Client and Contractor shall first meet and in good faith, attempt to resolve the claim or dispute through informal discussions.

If informal discussions are unsuccessful, Client and Contractor shall attempt to resolve the claim or dispute through mediation. If Client and Contractor cannot mutually agree on a mediator and schedule the mediation within sixty (60) calendar days from the submission of the claim or dispute, the mediation shall be administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules in effect on the date of the Agreement. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Cañon City, Colorado, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction. In the event mediation does not resolve the dispute, then the dispute may only proceed to arbitration

Unless the parties mutually agree otherwise to an arbiter and applicable arbitration procedures, the arbitration shall be administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules in effect on the date of the Agreement. The Parties shall share the arbiter's fee and any filing fees equally. The arbitration shall be held in Cañon City, Colorado, unless another location is mutually agreed upon. The award rendered by the arbitrator shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction. The prevailing party in any arbitration shall be entitled to recover from the non-prevailing party all reasonable costs, expenses, and attorneys' fees.

21. <u>Binding Effect.</u> This Agreement will inure to the benefit of and is binding on the heirs, executors, administrators, successors, and assigns of the Parties.

- 22. <u>Counterpart; Facsimile Signatures.</u> This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies or photocopies of signatures shall be as valid as originals.
- 23. <u>Construction.</u> The Parties mutually contributed to the preparation of and have had the opportunity to review and revise this Agreement. Accordingly, no provision of this Agreement shall be construed against any Party to this Agreement. This Agreement and all of its terms shall be construed equally as to both Contractor and Client.
- 24. <u>Severability.</u> Each provision of this Agreement is intended to be severable, and if any portion of this Agreement is held invalid, illegal, unenforceable, or void for any reason, the remainder of this Agreement will remain in full force and effect. Any portion of the Agreement held to be invalid, unenforceable, or void will, if possible, be deemed amended or reduced in scope, but such amendment or reduction in scope will be made only to the minimum extent required for purposes of maximizing the validity and enforceability of this Agreement.
- 25. <u>No Third-Party Beneficiaries.</u> Except as otherwise specifically set forth herein, the Agreement is solely for the benefit of the Parties and shall not confer any rights, remedies or benefits upon anyone other than the named Parties and their successors and assigns. In no event shall Contractor incur any third-party liability or responsibility by virtue of the Agreement.
- 26. <u>No Waiver</u>. The failure of either Party to insist, in any one or more instances, upon the performance of any of the terms of the Agreement shall not be construed as a waiver or relinquishment of such term as respects further performance.
- 27. <u>Complete Agreement.</u> This Agreement is the final, complete, and exclusive statement of the Agreement between Contractor and Client and supersedes all proposals, prior agreements, and all other communications between Contractor and Client, oral or in writing, relating to the subject matter of the Agreement. Neither Contractor, nor Client shall be bound by any terms, conditions, statements, warranties, or representations, oral or written, not contained in this Agreement. In entering into this Agreement, Contractor and Client specifically and expressly disclaim any reliance upon any terms, conditions, statements, warranties, or representations, statements, warranties, or representations, oral or written, made by Contractor or Client, together with any Contractor's and Client's predecessors, successors, assigns, shareholders, officers, directors, agents, attorneys, and personal representatives, that are not contained in this Agreement.
- 28. <u>Governing Law.</u> The interpretation of this Agreement shall be according to the laws of the State of Colorado, without regard to its choice of law rules.
- 29. <u>No Assignability</u>. Client and Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the other Party.
- 30. <u>Headings.</u> The headings of the sections of the Agreement have been inserted for reference only, are not part of the Agreement and are not to be used in any way in the construction or interpretation of the Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement by their properly authorized signatories,

CONTRACTOR:

ADVANCED PROFESSIONAL SECURITY, LLC

By: _____

Name: _____

Title: _____

Date: _____

CLIENT:

Fremont County Board of Commissioners

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

CLIENT:	Fremont County Board of Commissioners
LOCATIONS:	Department of Human Services 172 Justice Center Rd Canon City, CO 81212
	Fremont County Admin Bldg. 615 Macon Ave. Canon City, CO 81212
	Garden Park Bldg. 201 N 6 th St Canon City, CO 81212
NUMBER OF SECURITY OFFICERS:	<u>Two (2) officers</u>
SECURITY OFFICER TYPE:	Armed & licensed security personnel
BILLING RATE:	<u>\$33.00 per hour</u> all shifts
	<u>\$ 49.50 per hour</u> overtime/holiday rate
DAYS/HOURS:	Admin Bldg. and Garden Park Bldg. Mon-Thurs 7am-6pm
	Dept. Of Human Services Mon-Fri 9am-6pm

Start date for the Services is no earlier than the date both parties have executed the Agreement and then within a reasonable time period after Client requests the Service.

APS will provide One (1) Armed, uniformed, licensed security guard at Fremont County Department of Human Services, 172 Justice Center Road, from 9am to 6pm, Monday through Friday and One (1) Armed, uniformed, licensed security guard at Fremont County Admin, 615 Macon Ave. and Garden Park Buildings, 201 N 6th Street to provide a visible deterrent to criminal mischief, vandalism, property damage, and loitering by unauthorized individuals.

Guard(s) will provide direction to citizens visiting the building and ensure orderly conduct

of business. Ensure safety and welfare of citizens and staff.

Provide Access Control, including visitor screening, and enforcing building protocol.

Conduct security welfare checks of the buildings and individual office spaces. Perform start and end of day security checks of open spaces, such as hallways, stairwells, and public restrooms etc.

Perform basic office tasks (reporting, phones, email) to communicate. Have the ability to operate standard office equipment, including computers, computer software, calculators, scanners, and copiers.

Protect county property through enforcement of rules. Deter criminal activity of visitors and employees.

Prepare written reports on incidents occurring inside the buildings, which includes the actions taken to handle a situation.

Act as a first responder to incidents and emergencies inside the buildings including but not limited to; minor disturbances, fights, medical emergencies, and fire.

Perform duties to assist in the enforcement of laws, and regulations adopted by the Board of County Commissioners, applicable to the orderly operation of the building, within the boundaries established for security guards in the state of Colorado.

Monitor surveillance cameras, and create reports when needed.

Conduct regular security assessments and provide recommendations for improving security measures.

Coordinate with local law enforcement agencies regarding security matters, as needed.

Should Client request additional coverage outside the scope provided in this Exhibit A, Advanced Professional Security requires at least 72 hours advance notification. If 72 hours advance notice is NOT provided, Advanced Professional Security will bill the additional time at the hourly overtime rate listed above for the first 72 hours of coverage. After 72 hours, the regular hourly bill rate will apply.

In cases where the security guard is released early by Client, Client will be billed the remaining hours of the shift.