

Security and Safety Management Agreement between Island Compliance Corporation and the Three Village Central School District

This Security and Safety Management Agreement (this "Agreement") is entered into as of July 1, 2021 between, the Three Village Central School District (TVCS D) of 100 Suffolk Avenue Stony Brook, NY 11790 and Island Compliance Corporation (ICC) of 681 Old North Ocean Avenue Patchogue, NY 11772.

The Three Village Central School District requires the services of Island Compliance Corporation for the purpose of assisting with the management of Three Village Central School District Security and Safety Program and to act as a consultant for various security and safety issues, as further described below. In consideration of the agreements and covenants hereinafter set forth, the parties agree as follows:

1. Island Compliance Responsibilities; Performance of the Services. ICC shall provide services and advice relating to security and safety (the "Services") as set forth on Schedule A hereto, which is hereby incorporated into and made part of this Agreement. In the event of a conflict between the terms of the Agreement and Schedule A, the terms of this Agreement shall prevail. TVCS D acknowledges and agrees that this Agreement, including Schedule A, sets forth the duties, tasks and obligations of ICC and that TVCS D shall be solely responsible for performing all other duties, tasks and obligations that are not specifically identified in this Agreement as Consultant's responsibility including, without limitation, the duties, tasks and obligations set forth in Section 2 below. Should additional services be required ICC and TVCS D will negotiate responsibly.

2. Three Village Central School District Responsibilities. As a condition to ICC's performance of the Services, TVCS D shall (a) provide sufficient qualified personnel who are capable of performing ICC's recommended duties, tasks and obligations under this Agreement; (b) provide ICC with access to TVCS D facilities, vehicles, and equipment during TVCS D's normal school hours and otherwise as reasonably requested by ICC in order to facilitate ICC's ability to timely perform the Services. TVCS D acknowledges and agrees that its failure to perform or to timely perform any of its duties or obligations under this Agreement may affect the timing and cost of Services to be provided by ICC.

3. Compensation

3.1 Fees and Expenses. TVCS D shall pay to ICC the fees set forth on for the Services rendered by ICC. TVCS D shall reimburse ICC for all reasonable out-of-pocket expenses (including, without limitation, travel and lodging expenses) incurred by ICC in connection with any conferences or out of district services as requested to attend by TVCS D that require the use of a non TVCS D vehicle. At TVCS D's request, ICC will provide such documentation as may be reasonably required to verify such expenses.

3.2 Payment. TVCS D will process payment to ICC on a monthly basis as per TVCS D normal vendor payment cycle. The annual service fee for the period July 1, 2021 – June 30, 2022 will be \$137,917.00 (ONE HUNDRED THIRTY SEVEN THOUSAND NINE HUNDRED AND SEVENTEEN DOLLARS) payable in monthly installments.

3.3 Taxes and Government Fees. TVCSD shall pay any taxes or fees (excluding taxes based upon ICC's net income) that are imposed as a result of the execution or performance of this Agreement. Any amount due from TVCSD under this Section shall be paid directly by TVCSD, where appropriate, or shall be reimbursed to ICC upon payment thereof by ICC.

4. Confidential Information

4.1 Confidential Information. Each party may disclose to the other party hereto certain information that it considers to be confidential and such information shall constitute "Confidential Information," provided such information is disclosed in writing and clearly marked or, if orally disclosed, promptly thereafter reduced to writing and clearly marked "Confidential," and further provided, in no event shall Confidential Information include information that: (a) is or becomes publicly available other than through a breach of the Agreement; (b) is known to the party receiving such information prior to disclosure hereunder or is independently developed by such party subsequent to such disclosure without reference to Confidential Information provided hereunder; or (c) is subsequently lawfully obtained by the party receiving such information from a third party without obligations of confidentiality. Each party agrees that it (a) will not disclose or divulge the other party's Confidential Information to any person, (b) will not use the other party's Confidential Information for its own benefit or the benefit of others, (c) will employ at least the same degree of care in protecting Confidential Information as it employs in protecting its own confidential information, but not less than a reasonable degree of care, and (d) will, upon termination of the Agreement, or at any time at the request of the other party, return to the other party or destroy all copies of the other party's Confidential Information. Notwithstanding the foregoing each party may disclose the other party's Confidential Information to its employees, subcontractors and authorized agents who have a need to know such confidential information to fulfill its obligations under this Agreement. In the event a party receives a subpoena or other validly issued administrative or judicial process requesting the disclosure of the other party's Confidential Information, such party will promptly notify the other party and tender to it the defense of such demand and will cooperate (at the other party's expense) with the defense of such demand. Unless the demand shall have been timely quashed or extended, the party receiving the demand shall thereafter be entitled to comply with such demand when and to the extent required by law.

4.2 Ownership of Proprietary Materials. Each Party is and shall remain the owner of all right, title and interest in and to such party's proprietary materials, and all copies thereof, and all other proprietary rights. Neither party shall obtain any right or license in and to the other party's proprietary materials.

5. Independent Contractor. Nothing herein shall be deemed or construed to create a joint venture, partnership, agency, or employee/employer relationship between the parties for any purpose, including but not limited to, withholding for purposes of social security or income tax, or entitlement to vacation, insurance, retirement, or other employee benefits. The relationship of the parties is that of independent contractor and client, and is governed solely by this Agreement. Neither party is authorized to act as agent for, nor shall otherwise on behalf of the other party and no action by either party bind the other party.

6. Warranty

6.1 Services Warranty. ICC warrants that it shall perform the Services in a professional and workmanlike manner. In the event ICC fails to perform any Services as provided in the Section, ICC's sole and exclusive obligation shall be to promptly take such action as may be reasonably necessary to correct such failure.

6.2 Exclusion of Warranties. TVCSD acknowledges that ICC has been hired for management, consultancy and advisory services only. Enforcement of all Security and Safety regulations shall be the final responsibility of TVCSD and shall not be the responsibility of ICC.

Limitation of Liability. ICC's total liability under this agreement for any cause whatsoever is limited to the amount actually paid by TVCSD under this agreement for the services that gave rise to such liability. ICC shall in no event be liable for any consequential, incidental, indirect, exemplary, punitive, special or similar damages including, without limitation, loss of profits, loss of revenues, loss of data, or for cover and the like, even if ICC has been advised of the likelihood of the occurrence of such damages.

Term and Termination

6.3 Term and Termination without Cause. This Agreement shall commence on the date set forth first above and shall remain in effect until (a) the completion of the Services, (b) terminated by either party as provided in Section 7.2; or (c) terminated by a party without cause upon ninety (90) calendar days prior written notice to the other party.

6.4 Termination for Default. In the event of the failure of a party to perform any material obligation under this Agreement that is not cured within thirty (30) calendar days following receipt of written notice of such failure, the non-defaulting party shall have the right to terminate this Agreement and, subject to the terms of this Agreement, seek any and all rights and remedies available to it at law and in equity.

7. Risk Allocation and Insurance

7.1 Risk Allocation. TVCSD shall indemnify, defend and hold harmless ICC and ICC's directors, officers, employees, representatives, agents, successors and assigns (collectively the "Indemnified Parties"), and shall pay any and all losses, liabilities, damages, costs and expenses (including attorney's fees) incurred by the Indemnified Parties as a result of TVCSD's operation or TVCSD's use of ICC's services, including, without limitation, losses, liabilities, damages, costs and expenses arising or resulting from security and/or safety issues that could arise in a TVCSD facility, except in each case to the extent caused by ICC's (i) breach of this Agreement, or (ii) negligence or willful misconduct. The Indemnified Parties shall provide TVCSD with prompt notice of any such claims and providing all reasonable assistance in the defense of such claims, provided, however, that any failure or delay of the Indemnified Parties to do so shall only relieve TVCSD of its indemnity obligations hereunder to the extent that TVCSD is actually prejudiced thereby. The terms of this Section 8.1 shall survive the termination of this Agreement.

7.2 Insurance. TVCSD shall maintain required insurance that would sufficiently support school district operations. ICC will provide TVCSD with a certificate of insurance meeting and in some areas exceeding initial RFP requirements with the following details. Insurance is with the Arch Insurance Group which a specialty risk insurance company. Arch is an A. M. Best rated A+ Superior New York State admitted insurer. Commercial General Liability Insurance; 1,000,000.00 Per occurrence 3,000,000.00 General aggregate and products/completed operation aggregate, 1,000,000.00 Personal and advertising, and 1,000,000.00 Combined single limit for owned, hired and borrowed and non-owned motor vehicles. The above coverage is based on all phases of security and safety services. Employee related insurance such as worker compensation; medical etc. will not be required since this proposal is based on services provided by sole principal only.

8. Miscellaneous.

8.1 Governing Law, Arbitration. This Agreement shall be governed by and enforced in accordance with the laws of the State of New York (excluding conflict of law provisions). Any dispute or disagreement between parties under this Agreement (except to the extent arising under Section 4 of this Agreement) shall be settled by arbitration in New York, NY under the Commercial Arbitration Rules then in effect of the American Arbitration Association. The panel of arbitrators shall consist of three (3) arbitrators. Each party shall select one (1) arbitrator with appropriate expertise in the matter in dispute. No less than fourteen (14) days after both party-selected arbitrators have been selected; the two party-selected arbitrators shall select a neutral third arbitrator. The parties will use reasonable efforts to expedite the arbitration proceeding and will request that the arbitrators render an opinion within thirty (30) days after the conclusion of the evidence and argument. While the third arbitrator shall be neutral, the two party-selected arbitrators are not required to be neutral, and it shall not be grounds for removal of either of the two party-selected arbitrators or for vacating the arbitrators' award that either of such arbitrators has past or present relationships with the party that appointed such arbitrator. To the fullest extent permitted by law, any arbitration proceeding and the arbitrators' award shall be maintained in confidence by the parties.

8.2 Injunctive Relief: Exclusive Jurisdiction. The parties agree that money damages would not be a sufficient remedy for any breach of Section 4 of this Agreement and that the non-breaching party shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach or threatened breach. Such remedy shall not be deemed to be the exclusive remedy for breach of this Agreement, but shall be in addition to all other remedies available at law or equity to the non-breaching party. The parties further agree to waive any requirement for the securing or posting of any bond in connection with such remedy. Any suit or proceeding to enforce a party's right under Section 4 of this Agreement or to enter judgment upon an award pursuant to arbitration shall be brought only in the state and federal courts located in the State of New York and the parties hereby consent to the exclusive personal jurisdiction and venue of such courts.

8.3 Notices. Any notice required or permitted to be delivered pursuant to this Agreement shall be in writing and shall be deemed delivered: (a) upon delivery if delivered in person; (b) three (3) business days after deposit in the United States mail, registered or certified mail, return receipt requested, postage prepaid; (c) upon transmission if sent via Telecopier, with a confirmation copy sent via overnight mail; or (d) one (1) business day after deposit with a national overnight courier, in each case addressed to the address set forth in the first paragraph of this Agreement or to such other address as may be specified by either party upon notice given to the other in accordance with the terms of this Agreement.

8.4 Force Majeure. Each party shall be excused from performance under this Agreement and shall have no liability to the other party for any period it is prevented from performing any of its obligations, in whole or in part, as a result of delays caused by the other party by an act of God, war, civil disturbance, court order, third party performance or nonperformance, strikes, work stoppages or other cause beyond its reasonable control, and such nonperformance shall not be a default under, or grounds for termination of, this Agreement. Notwithstanding the foregoing, if any of the above-enumerated circumstances prevent, hinder or delay performance of either party's obligations hereunder for more than thirty (30) calendar days, the party not prevented from performing may, at its option, terminate this Agreement without liability or penalty as of a date specified by such party in a written notice of termination to the other party.

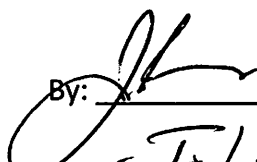
Survival of Obligations. Termination of this Agreement for any cause shall not release either party from any liability that accrued on or before the date of termination or that may thereafter arise with respect to any act or omission occurring on or before the date of termination, or from any obligation that is expressly stated in this Agreement to survive termination of this Agreement.


8.5 Entire Agreement; Construction. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersede all prior agreements relating to the same subject matter. No modification, amendment or supplement to this Agreement shall be effective for any purpose unless agreed to in writing and signed by authorized representatives of the parties. If any provision of this Agreement is found by any court of competent jurisdiction to be invalid or unenforceable, the invalidity of such provision shall not affect the other provisions of this Agreement, and all provisions not affected by such invalidity shall remain in full force and effect. No delay or omission on the part of either party to exercise or avail itself of any right, power or privilege that it has or may have hereunder shall operate as a waiver; any waiver must be in writing and signed by the party granting such waiver. The waiver by either party of a breach or default in any of the provisions of this Agreement by the other party shall not be construed as a waiver of any other breach or default. Headings contained in this Agreement are for convenience of reference only and shall not affect the meaning and interpretation of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed and delivered as of the date first above written.

Island Compliance Corporation:

Three Village Central School District:

By: 
Name: John Brown
Title: President

By: 
Name: Jeffrey Carlson
Title: Deputy Superintendent

SCHEDULE A

STATEMENT OF SERVICES

- A. Coordinate the Three Village Central School District's Safety and Security Program.
- B. Screen, handle, and resolve safety and security concerns, as they relate to the Three Village Central School District's overall program of safety and security.
- C. Attend meetings with building administrators, cabinet level staff and others at the request of the Superintendent of Schools.
- D. Assist the School District's Security Supervisor and the Assistant Superintendent for Human Resources during the hiring process of all candidates for future security officer positions.
- E. Coordinate with the Security Supervisor and building administrators to determine and fulfill security staffing needs for summer activities, extracurricular activities, athletic events, and all other requests.
- F. Verify proper maintenance and repair of the District's security equipment.
- G. Oversee the District's inventory of security equipment and order replacements as needed (radios etc.)
- H. Coordinate procedures with the Plant & Facilities Administrator for the repair of District security vehicles, as well as the development of a comprehensive maintenance program.
- I. Conduct follow-up investigations on criminal incidents in an effort to identify, prevent, and deter future occurrences.
- J. Conduct routine threat assessments and security audits of all Three Village Central School District facilities and grounds and develop strategies to implement programs in a cost efficient manner.
- K. Review and update as needed the District's emergency plans.

- L. Act as the liaison with various outside agencies, such as the Suffolk County Police, the local fire departments and EMS units, and the Suffolk County Office of Emergency Management for the coordination of security and emergency planning and issues.

- M. Assist the Assistant Superintendent for Business Services in preparation of safety and security needs as they relate to the development of an annual budget.

- N. Coordinate, generate and maintain various District training initiatives, such as security guard training, safety training, etc.

- O. Provide training for faculty and staff to ensure an effective response to emergency situations as per SAVE legislation.

- P. Oversee the operation of the access control system.