GUARDSMARK·

SECURITY SERVICE AGREEMENT SUMMARY

Note: See Rule 145 for Guardsmark policies and procedures for processing contract documents. Then complete all items on this form **(attach additional sheets if necessary)**, attach contract documents and send to Legal Department, Attn: Contracts Attorney.

Date received from client: _____ Starting date: 7-14-13 Date sent to Legal Dept.: _____

Client: PALO VERDE COLLEGE Branch: PALM SPRINGS
(also provide other names, e.g. building, owner, manager)

Client location(s) to be served under this agreement **(if more than one location, show weekly hours at each location)**: ONE COLLEGE DRIVE, BLYTHE, CA. 92225

Manager Business Development: BRYAN OATMAN

Account number(s): _____ Weekly hours: 48 **Is coverage continuous, i.e., 24 hours per day 7 days per week? Yes** _____ **No** X

New: _____ Renewal: X Modification: _____

Customer since: JULY 14, 2013 Date of last rate increase: _____

Was Guardsmark given 30 days to start coverage? Yes _____ No _____
If 30 day notice not given, were overtime charges waived? Yes _____ No _____
If 30 day notice not given, how many days at overtime rate will Client pay? _____

DOCUMENTATION BEING SENT TO LEGAL DEPARTMENT FOR HANDLING:

Guardsmark Standard or Modified Standard Forms as Presented to Client:
1. Service Order X
2. Contract X
3. Service Order (SpecTrms) _____

Client Forms:
1. Client Contract _____
2. Client Purchase Order _____
3. Other: _____ _____
(Describe)

Note: In all cases attach copy of completed Guardsmark standard form which was presented to Client even if Client only signed to show receipt.

Will we be operating vehicles supplied by Client: Yes _____ No X
Exposure to Bloodborne Pathogens: Yes _____ No X

BILLING (as agreed with Client):
Weekly: _____ Bi-Weekly: _____ Monthly: _____ Not Stated: _____

RATES:

Position	Bill/Pay	HPW
Security Officer	$17.80 / $10.50	48
	/	
	/	
	/	
	/	
	/	

ADD ONS: [list all cost items included in rates (e.g. health insurance, CPR training, holiday premium, equipment, excess training, bloodborne pathogen exposure procedures, medical exams, TB tests, etc.) and amounts included in hourly billing rates to cover]:

Item	Hourly Amount Added
Health Insurance	$
	$
	$
	$

EQUIPMENT SUPPLIED: _____ Billed to Client: $_____ per _____
(specify item and number of each)

OTHER SPECIAL CONDITIONS (e.g. contract must be signed before coverage can start, client has critical operating deadline, notice of termination to incumbent contractor cannot be given until contract signed, etc.):

CONTACT PERSON FOR NEGOTIATING CONTRACT:

Name: _____ Telephone: _____ Fax No. _____

Title: _____ Email: _____

AGREEMENT dated and effective as of 7-14, 20 14 between PALO VERDE COMMUNITY COLLEGE DISTRICT, having a facility located at ONE COLLEGE DRIVE, BLYTHE, CALIFORNIA 92225 (herein called "Client"), and GUARDSMARK, GP, a Delaware general partnership with a branch office located in 34100 GATEWAY DR. #20, PALM DESERT, California (herein called "GUARDSMARK").

Client desires to have GUARDSMARK furnish uniformed security personnel (herein called "GUARDSMARK Personnel") for Client, which services Client regards as critical to its business and operations, at the location(s) specified above and GUARDSMARK agrees to furnish GUARDSMARK Personnel, on the terms and conditions set forth below. Therefore, the Client and GUARDSMARK mutually agree as follows:

1. ACCEPTANCE. This document constitutes an offer to sell services only on the terms and conditions contained herein. Acceptance is expressly limited to Client's acceptance of the terms and conditions hereof as indicated by Client's executing this document. Notwithstanding anything herein to the contrary, if this document is not finally executed by Client and GUARDSMARK, acceptance of services by Client or performance by GUARDSMARK shall constitute acceptance by Client of all the terms and conditions contained herein. Notice of objection is hereby given to any conflicting, different or additional terms and conditions proposed by Client in any contract, agreement, purchase order or otherwise.

2. SERVICES. GUARDSMARK shall furnish Client with such number of GUARDSMARK Personnel at the location(s) and during such hours as shall be mutually agreed upon from time to time by Client and GUARDSMARK. GUARDSMARK, GP is a wholly owned subsidiary of GUARDSMARK, LLC. Services to Client may be provided by GUARDSMARK, LLC on behalf of GUARDSMARK, GP.

3. TERM AND TERMINATION. The services to be rendered hereunder shall commence in _____, _____, 20___ on a date to be mutually agreed between GUARDSMARK and Client. This Agreement shall continue in effect until terminated by either party hereto without cause by giving at least 90 days' prior written notice to the other. During such 90 days there shall be no reduction in the number of hours of service greater than 10 percent without GUARDSMARK's written consent.

4. MISSION PARTNERSHIP STATEMENT®. The specific duties of GUARDSMARK Personnel and the manner in which they will be carried out shall be mutually developed by Client and GUARDSMARK and set forth in writing in the Mission Partnership Statement® document applicable to Client's location(s). This Agreement, together with the Mission Partnership Statement® document, shall be the exclusive agreement with respect to the duties of GUARDSMARK and GUARDSMARK Personnel. In the case of any conflict or inconsistency between the Mission Partnership Statement® document and this Agreement with respect to standards of performance, limitations of liability or indemnities, this Agreement shall be governing and control.

5. COMPENSATION.

(a) Client agrees to pay GUARDSMARK fees (plus all applicable federal, state or local taxes) for services rendered at the following rates per hour:

Classification	Hours Per Week	Regular Hourly Rates	Classification	Hours Per Week	Regular Hourly Rates
Security Officer	48	$ 17.80			$
Supervisor		$			$
Senior Supervisor		$			$
Facility Account Supervisor		$			$
Asst. Protection Services Manager		$			$
Protection Services Manager		$			$
Total Initial Weekly Hours	48		Total Initial Weekly Hours		

Expenses Payable by Client (if applicable):

_____ $ _____ per _____

_____ $ _____ per _____

Other Provisions: _____

(b) Client will pay GUARDSMARK holiday rates of one and one-half (1.5) times the above rates per hour on each of the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

(c) Client will pay GUARDSMARK overtime rates equal to one and one-half (1.5) times the above rates for any overtime, supervision and training time hours requested or required by Client, arising from abnormally severe weather conditions, natural disasters or acts of God, or resulting from the special needs of Client's operation.

(d) If GUARDSMARK is given less than 30 days in which to commence services to Client (measured from the date of receipt of this Agreement by GUARDSMARK at its executive offices in Memphis, Tennessee, duly executed by Client), Client will pay GUARDSMARK at the above overtime rates for all hours worked for the number of days less than 30 which GUARDSMARK is given.

(e) On each January first (other than the January first following the commencement of services on or after October 1 of the previous year) this Agreement is in effect, the rates set forth above shall be adjusted to reflect any and all increases after the date hereof in the higher of federal or applicable state minimum hourly wage rates, federal insurance contribution act (social security) rates, federal and state unemployment tax rates, workers' compensation costs, and any changes in the hours of service, rates of pay, duties, working conditions or GUARDSMARK's costs of performance of services provided under this Agreement. GUARDSMARK shall notify Client in writing in advance of the change in the rates to be charged Client and the effective date of the change. In addition, the rates for services rendered pursuant to this Agreement may be changed from time to time upon the mutual agreement of Client and GUARDSMARK.

(f) The above hourly rates (i) include the cost of providing healthcare benefits to GUARDSMARK Personnel and, where applicable, the cost of providing vaccinations and skin tests for GUARDSMARK Personnel with risk of exposure to bloodborne pathogens and tuberculosis, and (ii) are subject to change from time to time as a result of increases in GUARDSMARK's costs of providing these items to GUARDSMARK Personnel working at Client's facilities.

6. INDEPENDENT CONTRACTOR. GUARDSMARK Personnel are employees of GUARDSMARK, an independent contractor, and as such GUARDSMARK will exercise control over their conduct and will pay all payrolls, payroll taxes, workers' compensation insurance premiums and license fees relating to such GUARDSMARK Personnel. GUARDSMARK and Client are not entering into a partnership, joint venture or similar relationship herewith, and GUARDSMARK shall have no implied duties or obligations as a fiduciary.

7. INSURANCE AND LIMITATION OF LIABILITY.

(a) GUARDSMARK is not an insurer of the Client's risks and exposures. The rates payable to GUARDSMARK under this Agreement are unrelated to the value of property of Client or others or the risk to which such property is exposed. Client waives any claim it might have or acquire against the GUARDSMARK Parties (as defined) for any Loss (as defined) to the extent the Client is insured for such liability. GUARDSMARK makes no guarantee, implied or otherwise, that no loss will occur or that the services supplied will prevent the occurrences or events which the service is designed to help detect or avert. The number of GUARDSMARK Personnel, hours of services and the nature of the services provided hereunder have been determined

and directed by Client which shall be solely responsible for the adequacy or inadequacy thereof, and Client assumes entire responsibility and liability for, and agrees to defend, indemnify and hold harmless each and all of the GUARDSMARK Parties from and against any and all Damages (as defined) that any of the GUARDSMARK Parties may directly or indirectly sustain, suffer or incur based on or arising out of or with respect to the adequacy or inadequacy thereof. "Damages", as used in this Agreement, shall mean any and all liability, losses, demands, judgments, payments, workers' compensation claims paid by or on behalf of GUARDSMARK, settlements, claims, fines, attorneys' fees, costs and expenses of whatsoever kind or nature. "GUARDSMARK Parties," as used in this Agreement, shall mean GUARDSMARK, its parent, their respective subsidiaries and affiliates, and all their respective shareholders, directors, officers, employees, servants and agents. "Loss," as used in this Agreement, shall mean injury or death to persons or loss, damage or destruction to property or any other damage arising out of or relating to this Agreement or its performance or non-performance.

(b) The services provided pursuant to this Agreement are solely for the benefit of Client and neither this Agreement nor any service rendered hereunder shall give rise to or confer any right on any other person or entity as a third party beneficiary or otherwise, and Client agrees to indemnify, defend and hold harmless the GUARDSMARK Parties from and against any and all Damages that any of the GUARDSMARK Parties may directly or indirectly sustain, suffer or incur with respect to such third persons or entities without regard to the negligence or fault of such indemnified parties or any limitation on the amount or type of damages, compensation or benefits payable by or for Client under workers' compensation acts, disability benefit acts or other employee benefit acts.

(c) GUARDSMARK has the following insurance coverages, evidence of which will be furnished to Client upon request:

(1) Workers' compensation insurance in accordance with the statutory requirements of the state in which the services under this Agreement are performed, covering all persons employed by GUARDSMARK engaged in the furnishing of services under this Agreement including employer's liability coverage.

(2) Commercial general liability insurance affording coverage for bodily injury, personal injury (including false arrest, detention or imprisonment; malicious prosecution; wrongful eviction, wrongful entry or other invasion of the right of private occupancy; and libel, slander or defamation of character) and property damage liability.

(3) Comprehensive automobile liability insurance affording coverage for GUARDSMARK owned, non-owned or hired vehicles.

(4) Employee fidelity bond.

(d) If Client furnishes vehicles or mobile equipment for GUARDSMARK's use in providing services under this Agreement, Client agrees to carry an adequate amount of comprehensive automobile liability and physical damage insurance coverage and to cause the GUARDSMARK Parties to be named as additional insureds under such coverage.

(e) In no event shall GUARDSMARK be liable for any consequential, incidental, exemplary, unforeseeable, indirect, punitive or special damages including, but not limited to, loss of use or loss of anticipated profits, whether or not GUARDSMARK had been advised or put on notice of the possibility of any of the foregoing. Notwithstanding any other provision of this Agreement the parties agree that GUARDSMARK's maximum liability to Client arising out of or relating to this Agreement or GUARDSMARK's performance or non-performance of services for Client, whether based on contract, tort, law, equity or otherwise, and whether or not such damages are caused in whole or in part by the negligence of the GUARDSMARK Parties or any of them, shall be limited to GUARDSMARK's gross profit on fees paid when due by Client within the 12 month period following the first commencement of services hereunder by GUARDSMARK, and this liability of GUARDSMARK shall be exclusive.

(f) Client shall indemnify, defend and hold harmless GUARDSMARK from and against any and all Damages arising from any non-compliance, malfunction or non-operability by computers, electronic and similar systems and devices utilized on or about Client's location(s) serviced under this Agreement or otherwise.

8. SUPERVISION. GUARDSMARK shall be responsible for the direct supervision of all GUARDSMARK Personnel furnished to Client through designated representatives who will be available at reasonable times to consult with Client or its designated representatives regarding the services rendered under this Agreement. Client agrees not to alter GUARDSMARK's instructions to or to assume supervision of any GUARDSMARK Personnel, however, Client may make proposals to GUARDSMARK at any time to change the Mission Partnership Statement® document which governs the duties of GUARDSMARK Personnel.

9. SCOPE OF SERVICES.

(a) GUARDSMARK Personnel shall conform to such rules and regulations and shall perform such duties as may be agreed upon from time to time in writing between GUARDSMARK and Client and set forth in the Mission Partnership Statement® document for Client's location(s), except that GUARDSMARK Personnel are not authorized to give first aid or other medical treatment in their capacity as employees or representatives of GUARDSMARK.

(b) Except for the monitoring of security equipment (e.g. intrusion alarms, video surveillance cameras and monitors, etc.) as may be provided in the Mission Partnership Statement® document, it is outside the scope of normal security duties for GUARDSMARK Personnel to have responsibilities for the operation of Client's business, systems, equipment, machinery or processes including, but not limited to, monitoring, testing, operating, inspecting, starting, restarting or maintaining Client's business, systems, equipment, machinery or processes (collectively "Operations"). Additionally, the reading or monitoring of temperature gauges, pressure gauges, computers or similar devices is done solely at the risk of Client. GUARDSMARK shall have no responsibility or liability for any Damages occurring as a result of Client's failure to promptly adopt and implement procedures recommended by GUARDSMARK. In the event Client (i) requests any GUARDSMARK Personnel to perform duties other than those mutually agreed to in writing and set forth in the Mission Partnership Statement® document, (ii) requests any GUARDSMARK Personnel to physically restrain any persons, assist injured or ill persons/patients or perform any first aid or other medical procedures whatsoever, including, without limitation, use of AEDs, or any services for reading or monitoring temperature or pressure gauges or computers or computer facilities or similar devices, or any services involving Operations, or any services involving the operation of vehicles or mobile equipment (except where used solely for security patrols), or transportation of injured or ill persons or passengers, or any services for the handling (or escorting of those who handle) or safekeeping of mediums of exchange or other items of value, regardless of whether GUARDSMARK agrees to perform such procedures or services, or (iii) fails to promptly adopt and implement procedures recommended by GUARDSMARK, then Client assumes all liability for and shall indemnify, defend and hold harmless the GUARDSMARK Parties from and against any and all Damages resulting from or in any way connected with the performance or nonperformance of such additional duties, procedures or services or failure to promptly adopt and implement such recommended procedures, without regard to the negligence or fault of such indemnified parties or any limitation on the amount or type of damages, compensation or benefits payable by or for Client under workers' compensation acts, disability benefit acts or other employee benefit acts.

10. INDEMNITY. Client shall indemnify, defend and hold harmless the GUARDSMARK Parties from and against any and all Damages arising out of or resulting from this Agreement or the performance or non-performance of services under this Agreement provided that any such Damages are caused in whole or in part by any negligent or willful act or omission of Client, its officers, directors, employees or agents, or by a dangerous or defective condition on Client's premises, or for any strict liability or liability without fault which is imposed or sought to be imposed on Client, its officers, directors, employees, or agents, regardless of whether or not any such Damages are caused in part by the negligence or willful acts or omissions of the GUARDSMARK Parties or any of them. In any and all claims against the GUARDSMARK Parties by any person directly or indirectly employed by Client or anyone for whose acts Client may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Client under workers' compensation acts, disability benefit acts or other employee benefit acts.

11. COMPLIANCE WITH LAWS.

(a) Client agrees to provide a safe and healthful workplace for GUARDSMARK Personnel and, in addition, agrees to comply with all applicable federal, state and local laws, rules, regulations, standards, orders and ordinances applicable to the health, safety and welfare of employees (including GUARDSMARK Personnel) in the workplace (collectively "HSW Requirements") including, but not limited to, OSHA Regulation 29 CFR Part 1910.1030 relating to Occupational Exposure to Bloodborne Pathogens and section 1910.1200 of the Occupational Safety and Health Act relating to the Hazard Communication Standard ("HCS") and all applicable similar state and local laws, rules, regulations, standards, orders and ordinances regarding occupational exposure to bloodborne pathogens or communicable disease or an employees' right-to-know of hazardous chemical substances in the

workplace (the HCS and all similar state and local laws, rules, regulations, standards, orders and ordinances collectively referred to herein as "Hazard Communication Laws"). All communications from Client regarding HSW Requirements shall be sent to GUARDSMARK, LLC by U.S. Mail to P. O. Box 45, Memphis, TN 38101, Attn: Legal Department, and by other means, such as special delivery, to 22 South Second Street, Memphis, TN 38103-2695, Attn: Legal Department. Client agrees that failure to comply or to provide evidence of compliance with such HSW Requirements shall give GUARDSMARK the right but not the obligation to immediately terminate this Agreement in whole or in part. If Client's compliance with such HSW Requirements requires that information, training, safety equipment, vaccinations, laboratory tests, record keeping, medical examinations or treatment, etc., (collectively "HSW Compliance") be provided for its employees or GUARDSMARK Personnel, Client agrees to provide at its sole cost and expense the HSW Compliance for GUARDSMARK Personnel or, at GUARDSMARK's sole discretion, GUARDSMARK may provide for such HSW Compliance in which case Client agrees to pay as billed by GUARDSMARK for such GUARDSMARK-provided HSW Compliance. GUARDSMARK shall have the right to make the determination in its sole discretion as to the applicability of HSW Requirements to GUARDSMARK Personnel, the administration of HSW Compliance to GUARDSMARK Personnel and the amount or amounts to be billed to and to be paid by Client arising out of or relating to the provisions of this paragraph. Client hereby represents and warrants that to the best of its knowledge and belief there are no known sources of exposure to communicable disease to GUARDSMARK Personnel at its facilities to be served by GUARDSMARK under this Agreement and Client agrees to immediately notify GUARDSMARK in writing (giving all relevant information) if it discovers, or becomes aware of, any source of communicable disease to which GUARDSMARK Personnel may be exposed. Client agrees to adopt and enforce such rules, regulations and procedures, make such repairs and improvements, and implement such safeguards as may be necessary or helpful to ensure that all vehicles and equipment on or about Client's facilities are operated in a safe and proper manner so as not to endanger GUARDSMARK Personnel providing services under this Agreement. Notwithstanding anything herein to the contrary, in the event GUARDSMARK determines, in its sole discretion, that performance of this Agreement may be hazardous to its employees, or if Client breaches any provision of this paragraph, GUARDSMARK shall have the right but not the obligation to immediately terminate this Agreement in whole or in part. Client shall indemnify, defend and hold harmless the GUARDSMARK Parties from and against any and all Damages arising out of or in connection with HSW Requirements, HSW Compliance and any failure of Client to comply with the provisions of this paragraph.

(b) GUARDSMARK is an Equal Opportunity Employer. Client agrees not to request or demand that GUARDSMARK take any action contrary to any applicable law, rule, regulation or order prohibiting discrimination against employees or applicants for employment on the basis of race, sex, age, national origin, handicap, disability, veteran status, or religion or contrary to any other provision of law or of this Agreement. In the event of any such request or demand, Client shall indemnify, defend, and hold and save harmless the GUARDSMARK Parties from and against any and all Damages which arise out of or result from any such request or demand by Client, or from any action taken by any GUARDSMARK Parties in response to such request or demand.

(c) Notwithstanding anything to the contrary in this Agreement, Client shall not terminate this Agreement unless and until Client gives GUARDSMARK sufficient prior written notice to enable GUARDSMARK to comply with any requirement of prior notice to GUARDSMARK's employees under the Worker Adjustment and Retraining Notification Act relating to employment loss from shutdowns and layoffs.

(d) In addition to required disclosures under Hazard Communication Laws, Client shall immediately notify GUARDSMARK in writing of all existing or future hazards, hazardous conditions, dangers, risks and defects to which GUARDSMARK Personnel may be exposed in providing services hereunder.

12. RIGHTS OF GUARDSMARK UPON A FORCE MAJEURE EVENT. GUARDSMARK shall be fully exonerated and released from any liability to the Client for, and shall be excused from any failure or delay and/or entitled to suspend the performance of its obligations hereunder where such failure, delay or suspension is occasioned by actions of a government or public agency, failure or interruption of power, transportation or other utilities, labor dispute, strike, war, outbreak of disease, epidemic or other health emergency, nuclear, chemical or biological disaster, radiation, riot, insurrection, a Terrorist Event (as defined below), fire, flood, accident, hurricane or other storm, tornado, earthquake, or other acts of nature or any other similar or dissimilar cause beyond GUARDSMARK's control (a "Force Majeure Event"). Client shall provide GUARDSMARK with immediate written notice ("Force Majeure Notice") upon (a) Client's reasonable determination that a Force Majeure Event is more likely than not to occur or (b) the actual occurrence of a Force Majeure Event. Notwithstanding any other provision in this Agreement, no GUARDSMARK Parties shall be liable to the Client or any third party for any Damages arising from or related to a Loss resulting from a Force Majeure Event that occurs or is made public during the course of GUARDSMARK' s performance under this Agreement. Notwithstanding any other provision of this Agreement, GUARDSMARK, in its sole discretion, may immediately suspend all or any part of its services under this Agreement, and/or terminate this Agreement upon thirty (30) days notice or such shorter notice as may be reasonable in the event of a Force Majeure Event, upon the occurrence of a Force Majeure Event if, in GUARDSMARK'S sole discretion, it believes that the continued provision of its services under this Agreement would unreasonably threaten the health, safety or welfare of any GUARDSMARK Personnel. The Client, and not GUARDSMARK, shall be solely responsible for purchasing insurance for losses arising from or related to any Force Majeure Event. In addition to other Client indemnities provided elsewhere in this Agreement, Client agrees to defend, indemnify and hold harmless each of the GUARDSMARK Parties from and against any Damages that any GUARDSMARK Parties may directly or indirectly sustain, suffer or incur that arise out of or relates to a failure by Client to provide any Force Majeure Notice pursuant to this paragraph 12. A "Terrorist Event" is the use or threatened use of force or violence against persons or property (including the disruption of utility, electronics or communications systems) undertaken by any person or group of persons, regardless of whether they are acting in connection with any organization, government, or military force, to intimidate, coerce or harm a government or the civilian population or a segment thereof (including, but not limited to, any act that is recognized as an act of terrorism by any agency or branch of the United States government or any of its constituent states, territories or possessions), or to disrupt any segment of the economy.

13. ADDITIONAL SERVICES. GUARDSMARK shall, subject to paragraph 12 above, use reasonable efforts to provide such additional GUARDSMARK Personnel as may be requested by Client to maintain order by reason of a labor dispute or strike by Client's employees, civil disturbance, riot or any natural emergency or other need requiring an increase in the number of hours of service or GUARDSMARK Personnel assigned to Client's location(s) at such rates and upon such other terms as may be mutually agreed upon between Client and GUARDSMARK. However, in no event shall the rates be less than one and one-half (1.5) times the regular hourly rates. If additional coverage is canceled by Client within seven (7) days prior to start-up, Client shall pay for three (3) days of the requested additional coverage to offset preparation costs. If despite its efforts GUARDSMARK is unable to provide such additional hours of service or GUARDSMARK Personnel, GUARDSMARK shall not be liable for any resulting Damages. If GUARDSMARK should decide, in its sole judgment, to pay or reimburse GUARDSMARK Personnel for loss, damage, or destruction of any property of such GUARDSMARK Personnel arising out of or relating to a strike, labor dispute, civil disturbance, riot or breach of the peace by Client's employees, Client shall reimburse GUARDSMARK for such amounts within 10 days after written demand therefor. Notwithstanding any other provision in this Agreement, when services are provided by GUARDSMARK during any labor dispute and/or strike of the Client's employees, Client shall indemnify, defend and hold harmless the GUARDSMARK Parties from and against any and all Damages caused by employees of Client or other third parties.

14. HIRING RESTRICTIONS. Client acknowledges that in preparing to perform under this Agreement, GUARDSMARK will incur substantial start-up costs and expenses including, but not limited to, management time, general and administrative costs, and the costs and expenses of recruiting, testing, hiring, training and supervising GUARDSMARK Personnel assigned to Client's location(s). Client therefore agrees that while this Agreement is in effect, and for one year thereafter, (i) it will not hire for its own employment any person employed by GUARDSMARK in the performance of this Agreement, and (ii) it will prohibit the employment or other use of any such person by any other security service at any of Client's locations serviced by GUARDSMARK in the performance of this Agreement. Client acknowledges that monetary damages for breach of the provisions of this paragraph would be inadequate relief, that such breach would result in irreparable harm to GUARDSMARK, and that GUARDSMARK is entitled to injunctive relief in case of such breach or threatened breach in addition to all other legal or equitable remedies available to GUARDSMARK on account of such breach.

15. INVOICING AND PAYMENTS. GUARDSMARK will invoice Client weekly. Invoices will be transmitted to such office as Client may, from time to time, direct, and are payable by Client upon receipt at the address specified on the invoice or as otherwise requested in writing by GUARDSMARK. Amounts invoiced for services rendered shall not be subject to offset or any withholding by Client. No payment of a lesser amount than is then due and payable shall be deemed to be other than on account of the earliest dated invoices, nor shall any endorsement or statement accompanying any check or other form of remittance by Client be deemed an accord and satisfaction without GUARDSMARK's express written consent and

GUARDSMARK or GUARDSMARK's agent may accept and endorse for collection and deposit such checks or other forms of remittance without prejudice to GUARDSMARK's right to recover the balance of such invoice amounts or to pursue any other remedy provided by law or equity. Client agrees to pay reasonable attorneys' fees and other costs which may be incurred to collect any unpaid amounts due under this Agreement. All amounts not promptly paid by Client shall be subject to a late charge of 2% per month or such lesser amount as may be allowed under applicable law.

16. DEFAULT. GUARDSMARK reserves the right to terminate this Agreement immediately upon default by Client in any of its obligations under this Agreement, including, but not limited to, the failure of Client to timely pay any amount owing to GUARDSMARK or the Client's failure to comply with any law, rule, regulation, standard, order or ordinance, or if at any time during the term of this Agreement there shall be filed by or against Client a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver to receive all or a portion of its property, or similar or related relief, or if Client is generally not paying its debts as they come due, makes an assignment for the benefit of creditors, or a material adverse change has occurred in the financial condition of Client.

17. PARAGRAPH HEADINGS. The paragraph headings in this Agreement are for reference purposes only and shall not affect the interpretation or construction of this Agreement.

18. ATTORNEY FEES. In the event of any legal action or proceeding between the parties hereto, GUARDSMARK shall be entitled to payment from Client of all expenses and costs of litigation and reasonable attorneys' fees if GUARDSMARK shall be the party substantially prevailing in such action or proceeding.

19. SEVERABILITY. If all or any part of any term or other provision in this Agreement or the application thereof to any person, entity, or circumstances shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or other provision to persons, entities, or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term or other provision shall be valid and enforceable to the fullest extent permitted by law.

20. LIMITATION ON ACTIONS AND VENUE. Client shall give GUARDSMARK written notice (giving all relevant information) within 30 days of any claim, potential claim or occurrence which may give rise to a claim arising out of or relating to this Agreement. No legal action or proceeding relating to or arising out of this Agreement shall be brought by Client against GUARDSMARK unless (i) written notice as aforesaid was given to GUARDSMARK and (ii) such legal action or proceeding is brought within one year of the date the cause of action arose. Each party hereby consents to the personal jurisdiction and venue of the U.S. District Court for the Western District of Tennessee and any court of the State of Tennessee for the conduct of any action, suit or proceeding of whatsoever kind or nature arising out of or relating to this Agreement or the services provided hereunder.

21. WAIVER. Failure by a party to enforce any provision of this Agreement, or to exercise any option herein, shall not be construed as a present or future waiver of such provision or option. Each party reserves the right to insist upon strict performance of any provision in this Agreement, at any time, even if such performance has not been previously demanded.

22. SURVIVAL. The indemnities, limitations of liability and restrictions on hiring in this Agreement shall have full force and effect notwithstanding any other provision of this Agreement and shall survive any termination or expiration hereof.

23. NOTICES. All notices required or permitted under this Agreement shall be in writing and sent by certified or registered U.S. mail or by a private express mail service to the following address, which address may be changed from time to time by written notice, and which notices shall be deemed effective when actually received, refused or five (5) days after the date sent, whichever first occurs:

For Client:
PALO VERDE COLLEGE

Attn.: RUSSI EGAN, CHIEF BUSINESS OFFICER

For GUARDSMARK:
GUARDSMARK, GP
22 South Second Street
Memphis, TN 38103-2695
Attn.: General Counsel

24. CONFIDENTIALITY. Client may be receiving or otherwise have access to certain information concerning GUARDSMARK, its business, operations, standards, methods, prices, procedures, personnel, and services including, without limitation, the terms of this Agreement. All such information furnished by any of the GUARDSMARK Parties to Client, its parent, subsidiary and affiliated entities and its and their respective directors, officers, employees, agents, affiliates, consultants, contractors or representatives, is referred to as the "Information." Client agrees that except for Information which is in the public domain (not through disclosure by Client), Client shall not have any right to and shall not use, disclose, sell, license, publish, reproduce, or otherwise make available the Information except to the extent necessary to effectuate the intended purposes of this Agreement.

25. COMPLETE AGREEMENT, ETC. With respect to the subject matter hereof, this Agreement supersedes and cancels all prior or contemporaneous negotiations, understandings and agreements entered into between GUARDSMARK and Client and is the complete Agreement between the parties. No other agreements, commitments or representations, oral or written, have been made by GUARDSMARK. This Agreement may not be altered, modified, waived or amended, except in a writing properly executed by GUARDSMARK and Client. Any purchase order or other document issued by Client with respect to the subject matter of this Agreement shall be subject to and governed by the terms and conditions hereof which shall supersede any conflicting, different or additional terms and conditions of such purchase order or other document whether or not they materially alter this Agreement. Any purchase order or other document issued by Client shall reference this Agreement and its effective date and shall state that such purchase order or other document is subject to the terms and conditions of this Agreement. This Agreement (i) is not assignable in whole or in part by either party without the prior written consent of the other party, except in connection with the merger, consolidation or sale of all or substantially all of its property and assets, (ii) shall not become binding upon GUARDSMARK until executed by its duly authorized representative, or the commencement of performance by GUARDSMARK, (iii) shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto, and (iv) shall be governed by and construed in accordance with the internal laws of the State of Tennessee. GUARDSMARK AND CLIENT HEREBY IRREVOCABLY WAIVE ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER DOCUMENT ENTERED INTO IN CONNECTION HEREWITH OR THE SERVICES CONTEMPLATED HEREBY OR THEREBY.

PALO VERDE COMMUNITY COLLEGE DISTRICT
Client

By: _____
Authorized Signature

_____
Type or Print Name and Title

GUARDSMARK, GP
By: GUARDSMARK, LLC, its managing partner

By: Bryan Oatman
Authorized Signature

BRYAN OATMAN - MANAGER / MBD
Type or Print Name and Title

Please sign here to show receipt of this Agreement:

_____ _____
Name of Client Representative Date