

Security Services Agreement

This Security Services Agreement (the "Agreement") is entered into effective as of September 15, 2021 (the "Effective Date") between the North Coast Railroad Authority ("NCRA") and Lear Asset Management Inc. ("LEAR") license number PPO 1/393, a California Corporation, and Security Specialist in California, licensed by the California Department of Affairs, Bureau of Security and Investigation Services, to provide security services upon designated railroad property, in Willits, CA as further described below.

- 1. Services.** LEAR, as a Security Specialist, will perform security services as described in the attached Exhibit A- Security Services.
- 2. Compensation.** NCRA will compensate LEAR for the performance of the Security Services at \$ 1000.00 per month as a base fee plus additional authorized services as included in Exhibit A.
- 3. Term.** The term of this Agreement will be one year, beginning upon the Effective date. This Agreement may be cancelled by either party on two weeks' notice without cause.
- 4. Relationship of Parties.** Contractor will be an independent contractor and not an employee of NCRA. Contractor will furnish all tools, expertise, and instrumentalities necessary to perform work scheduled and agreed upon by LEAR and NCRA.
- 5. Representations, Warranties, and Covenants.** Contractor will maintain all required state licenses, endorsements, and permits necessary to perform all duties and work associated with the scope of work.
- 6. Mutual Indemnity; Assumption of risks.** NCRA and LEAR Asset agree to defend and indemnify each other as follows; Lear shall defend, indemnify, and hold NCRA, its officers, and Agents, harmless, from any and all losses, damages, expenses, (including but not limited to reasonable attorney's fees), claims, suits, liabilities, fines, and penalties to the extent arising out of, or in any way relating to (1) any breach of this Agreement by LEAR, or (2) any negligent, or otherwise wrongful act or omission by LEAR, agents, or employees. NCRA shall defend and indemnify, LEAR; its officers, employees, and agents, harmless from any and all, losses, damages, expenses, (including, but not limited to reasonable attorney's fees), claims, suits, liabilities, fines, and penalties to the extent arising out of, or in any way relating to (1) any breach of this Agreement by NCRA, or (2) any negligent, or otherwise wrongful act, or omission by NCRA; its officers, employees, and agents. The provisions of this mutual indemnity clause shall survive the expiration or termination of this Agreement. Contractor fully understands the inherent danger, risk, and potential harm associated with the security industry under the performance of the Agreement with NCRA, which can include, serious bodily injury, including permanent disability, and death; or economic and social losses. Contractor fully accepts all risks and responsibility for losses due to its unlawful or negligent actions.
- 7. Warranty.** LEAR warrants to NCRA, that all duties and work will be performed in

accordance with security industry standards and in compliance with all applicable laws, rules, and regulations of the State of California and the Federal Railroad Administration. LEAR will maintain all pertinent licensing, qualifications and permits necessary to operate in the State of California.

- 8. Insurance.** LEAR will provide at its own expense and cost, insurance during the term of the Agreement, and maintain such insurance in a form and from an insurance company reasonably satisfactorily with NCRA. LEAR has Commercial general liability insurance with a carrier of A-VII, in the amounts of One Million Dollars (\$1,000,000) combined single limit per occurrence, and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury and property damage, including coverage for; current operations and completed operations; independent contractors; sub-contractors; blanket contractual liability . Automobile liability insurance covering owned hired and non-owned vehicles, and any auto policy.

 - (A.)** LEAR has all required State or private industrial accident insurance covering Contractor and all its employees who shall fully comply with State and Federal employment and worker's compensation laws. All certificates shall be delivered to NCRA prior to performance of this Agreement and shall be maintained in force and effect.
 - (B.)** LEAR has all required State or private industrial accident insurance covering Contractor and all its employees who shall fully comply with State and Federal employment and worker's compensation laws. All certificates shall be delivered to NCRA prior to performance of this Agreement and shall be maintained in force and effect.
- 9. Binding Effect.** This Agreement will be binding on the parties and all NCRA approved LEAR Independent contractors, and subcontractor's (as applicable) their respective heirs, personal representatives, successors, and permitted assigns, and will inure to their benefit.
- 10. Amendment.** This Agreement may be amended only by a written document signed by the parties.
- 11. Waiver.** No waiver will be binding on a party unless it is in writing and signed all parties. A party's waiver of a breach of a provision of this Agreement will not be a waiver of any other provision or a waiver of a subsequent breach of the same provision.
- 12. Severability.** If a provision of this Agreement is determined to be unenforceable in any respect, the enforceability of the provision in any other respect and of the remaining provisions of this Agreement will not be impaired.
- 13. Further Assurances.** The parties will sign other documents and take other actions reasonably necessary to further effect and evidence this Agreement.
- 14. No third-party beneficiaries.** The parties do not intend to confer any right or remedy on any third party.

15. **Termination.** The termination of this Agreement regardless of how it occurs will not relieve a party of obligations that have accrued before the termination.
16. **Survival.** All provisions of this Agreement that would reasonably be expected to survive the termination of this Agreement will do so for a period of three months.
17. **Remedies.** All parties will have all remedies available to them at law or in equity. All available remedies are cumulative and may be exercised singularly or concurrently.
18. **Venue.** Any action proceeding arising out of this Agreement will be litigated in courts located in Mendocino County California. Each party consents and submits to the jurisdiction of any local, state, or federal court located in Mendocino Co. California.
19. **Attorney's Fees.** If any arbitration or litigation is instituted to interpret, enforce, or rescind this Agreement, including but not limited to any proceeding brought under the United States Bankruptcy Code, the prevailing party on a claim will be entitled to recover with respect to the claim, in addition to any other relief awarded, the prevailing party's reasonable attorney's fees, costs, and expenses incurred at arbitration, at trial, on appeal, and on petition for review, as determined by the arbitrator or court.
20. **Entire Agreement.** This Agreement contains the entire understanding of the parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and agreements whether written or oral, between the parties with respect to the subject matter of this Agreement.
21. **Signatures.** This Agreement may be signed in counterparts. A fax or .PDF electronic mail transmission of a signature page will be considered an original signature page. At the request of a party, the other party will confirm a fax-transmitted or .PDF electronic mail-transmitted signature page by delivering an original signature page to the requesting party.

Executed by the Parties to be effective as of the Effective Date.

COMPANY:

CONTRACTOR:

NCRA

Paul Trouette -
LEAR ASSET MANGEMENT INC.

Exhibit A-Security Services

SCOPE OF WORK

Security Services on the NCRA right of way, Cloverdale, California to Arcata, California.

1. Prevent trespass
2. remove all unpermitted entrants
3. Work with local, State, federal Law enforcement to mitigate trespass
4. Conduct routine patrols of Willits yard area.as per previous contract.
5. Perform all duties, as per previous contract.
6. perform lawful arrests of subjects who refuse to leave the NCRA property.

Special or emergency services

Upon direction and authorization of the Executive Director, perform emergency services to the NCRA, emergency or special services may be provided, including but not limited to the following:

Emergency security trespass mitigation
Vegetation management
Trespass assessments on NCRA right of ways
Securing existing structures from transient trespass
Serve eviction notices or vacate notices.
Vandalism assessments

Special Emergency services are billed as an extra cost by Lear as “Time and Materials,” at a rate of \$45.00 per hour, not to exceed \$ 5,000.00 per event or project. Prior to commencement of such emergency services, LEAR shall provide an estimate of total hours and material required to complete such work.

