

**AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN
Calexico Unified School District AND**

(Re: Security Patrol Services)

This Professional Services Agreement (the “**Agreement**”) is made and entered into this _____ day of _____, 20__ by and between the CALEXICO UNIFIED SCHOOL DISTRICT (the “**District**”) and [INSERT NAME OF CONTRACTOR],[Insert state of formation or incorporation of Contractor (i.e. a California corporation, a California limited liability company, etc.)], hereinafter referred to as the “**Contractor.**” The District and the Contractor are sometimes jointly referred to herein as the “**Parties.**”

RECITALS

A. The District has determined to complete the project above referenced (the “**Project**”) and, in connection therewith, requires the services of a contractor to render the professional services described below; and

B. The Contractor has available, and offers to provide, personnel specially trained and experienced and competent to accomplish the work required by the District.

AGREEMENT

NOW, THEREFORE, District and Contractor agree as follows:

I. Scope of Professional Services

This Agreement is entered into pursuant to a competitive Request for Proposals (RFP) process under District issued RFP#2017-03 as amended. The complete Contract includes all of the Contract documents, including the Request for Proposal and the attachments thereto, Official Proposal Form, Fee Schedule, Non Collusion Declaration, Workers’ Compensation Insurance Certificate, Scope of Work, this Agreement, all other attachments included in proposal, and all modifications and amendments thereto, and by this reference are incorporated herein. The Contract documents are complementary, and what is called for by any one shall be as binding as if called for by all.

The Contractor agrees to perform those services reflected in the Scope of Work set forth in **Exhibit A**, attached hereto and incorporated herein by this reference, as supplemented by the Proposal dated _____, _____ furnished by Contractor in connection with the Project, which is incorporated herein by reference (the “**Proposal**”).

II. Authorization; Term

Specific authorization to proceed with the work described in **Exhibit A** is hereby granted as follows: (i) upon receipt of a fully executed Agreement from the District, the Contractor shall proceed with the Scope of Work as described in **Exhibit A**.

This Agreement shall be valid and effective from _____, 20__ (the “**Term**”), and continue on yearly increments at the discretion of the District up to June 30, 2022, not to exceed five (5) years, or unless terminated as described in Paragraph IX, below. In the event the District

requires the services of the Contractor after the maximum period of the Agreement is exhausted, the Contractor, at the District's sole discretion, may continue services on a month-to-month basis until a new solicitation is released and an Agreement is executed by the awarded proposer. However, in no event, shall the services under this Agreement exceed five (5) years total.

III. Compensation

In return for the Contractor's *satisfactory performance* of the services described in **Exhibit A**, as hereafter amended by mutual agreement (the "Scope of Work"), the District agrees to pay hourly compensation as per schedule described in **Exhibit A** payable in proportion to the work completed. The compensation shall be based on the hourly rates described in **Exhibit B**. Hourly compensations for services provided under this Agreement shall not exceed such amount during the term of this Agreement without prior written authorization from the District, and approval by the Board of Trustees of the District, if needed.

The Contractor will invoice the District on a monthly basis and said invoice will include copies of Contractor's daily inspection/scanning reports at the time of submission. The Contractor will not invoice the District for work that has not been completed at the time the invoice is prepared. Notwithstanding any provision of the Proposal, if any, or any other document provided by Contractor, the District will have thirty (30) days from the date of receipt of error-free invoices, in form and content acceptable to the District, to make payment.

Any services provided by Contractor after the expiration of the Term or the Termination Date (defined below) shall be at the Contractor's cost and expense and the District shall bear no liability therefor unless a validly executed and delivered amendment extending the Term is then in effect.

IV. Standard of Care

The Contractor is employed to render the services specified herein and the Scope of Work only, and any payment made to the Contractor is compensation solely for such services as are satisfactorily rendered. The Contractor's services, findings, reports and recommendations will be furnished in good faith, in compliance with currently accepted principles and practices for its profession and with the standard of care generally employed by professionals licensed, if applicable, and qualified to perform such services within the State of California.

V. Documents

All original reports, inspection logs, scanning reports, spreadsheets and documents, including any electronic or digital photographs or files developed for the Project or otherwise developed in connection with this Agreement (collectively or individually, the "Project Documents") are the property of the District and shall, upon payment in full for the services described in this Agreement, be furnished to the District. All such Project Documents constitute "works made for hire" by or for the District.

Upon earlier termination, as described below, the District has the right to take immediate possession and ownership of all Project Documents developed prior to the Termination Date. The District shall be able to use copy or distribute the Project Documents in any manner permitted by law.

VI. Performance and Schedule

Contractor shall provide security services under this Agreement in accordance with the times and schedule set forth in Exhibit A, which sets forth the following schedule and times:

Monday through Thursday, 7:30 pm to 4:30 am
Friday 6:00 pm to Monday 6:00 am

Further, the District has the option of changing the schedule of hours or days, without additional compensation, upon providing Contractor three (3) days written notice.

VII. Change in Scope of Work

Only additional services approved and requested specifically by District, in writing, will constitute the basis of a change, addition or modification to the Scope of Work. Contractor is responsible for ensuring that no work or services outside the Scope of Work are performed or invoiced. No changes in excess of 15% of the Compensation set forth above shall be effective without prior approval by the District.

If District requests performance of any services not within the Scope of Work, Contractor will provide District a written cost estimate for, and a written description of, each additional task to be performed. No such additional task will begin until final approval is received from the District.

The extent of any additional work and/or any additional compensation will be negotiated by the parties and, if an agreement is reached, the parties will execute an amendment to Exhibit A and to any other affected exhibits and/or this Agreement, to the extent required in order to reflect such additional work and compensation. If no agreement is reached, District may retain another Contractor to provide only the additional services.

Contractor will not be entitled to compensation for any services rendered that are not specifically authorized under this Agreement or its Exhibits, as amended. Any and all work performed without proper authorization will be considered part of this Agreement for no additional compensation.

VIII. Audit and Inspection of Records.

At any time during normal business hours and as often as District may deem necessary, Contractor shall make available for examination at a location selected by District, all data, records, investigation reports and all other documents and materials respecting matters covered by this Agreement. Contractor shall cooperate with any audit requested by District in connection with this Agreement, including but not limited to audits of invoices, materials, payrolls, records of personnel and other data.

IX. Termination or Abandonment

The District may terminate this Agreement for any reason, including non-appropriation of funds, or no reason or may abandon or postpone all or any portion of the Scope of Work on the date that is ten (10) calendar days from the date written notice is given, or on any specified date thereafter (each, a "Termination Date").

If termination or abandonment is without cause, the District will pay the Contractor for services completed to the Termination Date after Contractor delivers all Project Documents in a

form satisfactory to the District; provided that if termination occurs prior to full completion of any task or service, the compensation for such task or service will be based on the percent of completion, as agreed to by the Parties. The District will not be liable for any costs, expenses or compensation in excess of such amounts. If the Parties are not able to agree as to the percent of completion within thirty (30) days of the date the Project Documents are received by District, the District shall provide a detailed account of the basis for its determination of the percent of work completed and shall pay compensation to Contractor on such basis.

The District may also terminate *for cause* by setting the Termination Date to be fifteen (15) days from the date of written notice describing the reason(s) for termination and specifying that if, within said period, Contractor cures the condition or violation or make satisfactory arrangements for the correction thereof with the District, the notice will be rescinded. Cause shall include: (a) material violation of this Agreement by the Contractor; or (b) any act by Contractor exposing the District to liability to others; or (c) Contractor is adjudged bankrupt, makes a general assignment for the benefit of creditor's or a receiver is appointed on account of Contractor's insolvency. In the event of termination for cause, the District may secure the required services from another contractor. If the cost to the District exceeds the Not to Exceed Cost contemplated under this Agreement, in addition to any other remedy available to the District, the excess cost shall be charged to and collected from the Contractor.

X. Indemnification

A. CONTRACTOR agrees to the following:

1. *Errors and Omissions/ Professional Liability.* Contractor agrees to indemnify, protect, defend and hold harmless District, its officials, elected board members, employees, volunteers, attorneys and agents ("**Indemnified Parties**") from and against any and all claims, suits, actions (including arbitration, administrative or regulatory proceedings), losses, expenses or costs of any kind (including attorneys fees and costs), court costs, interest, defense costs, and expert witness fees (collectively or individually, the "**Claims and Costs**") caused by or arising out of the acts, omissions, errors or negligence of the Contractor, its officers, agents or employees (or any entity or individual for which Contractor is legally liable) in the performance of this Agreement; including without limitation, to the fullest extent permitted by law, failure to perform in accordance with any professional standard of care established by law.

2. *Indemnification for Other than Professional Liability.* To the full extent permitted by law, Contractor will indemnify, protect, defend and hold harmless the Indemnified Parties from and against Claims and Costs, including without limitation any Claims or Costs related to death, bodily injury to person or property, loss or theft of property, arising from or in any way attributable to the performance of this Agreement by Contractor or by any individual or entity for which Contractor is legally liable. The Contractor's obligation to indemnify and hold harmless the Indemnified Parties extends to Claims and Costs related to any actual or alleged infringement or copyright violation concerning the Project Documents.

3. *General Indemnification Provisions.* Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth in this section from each and every sub-contractor of Contractor in the performance of this Agreement. If Contractor fails to obtain such indemnity agreements, Contractor agrees to be fully responsible according to the terms of this section. Failure of District to monitor compliance with these requirements imposes

no additional obligations on District and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend District as set forth here is binding on the successors, assigns or heirs of Contractor and will survive the termination of this Agreement.

4. *Limitation of Liability.* The provisions of this section do not apply to claims occurring as a result of District's sole negligence or willful misconduct.

B. It is expressly understood and agreed that the indemnification provisions of this Section X will survive termination of this Agreement.

XI. Insurance Requirements

Contractor shall furnish to District duly authenticated Certificates of Insurance and Endorsements evidencing maintenance of the insurance required hereunder, as described on Exhibit C to this Agreement, incorporated herein by reference, and such other evidence of insurance as may be reasonably required by District from time to time.

XII. Successors and Assigns

This Agreement and all of the terms, conditions, and provisions hereof will inure to the benefit of and be binding upon the Parties, and their respective successors and assigns. Since the primary consideration of the District in entering this agreement is the qualifications of the Contractor, any attempt by the Contractor to assign or otherwise transfer any interest in this Agreement without the prior written consent of the District shall be void.

XIII. Project Organization

The Contractor hereby assigns _____ as the Contractor Project Manager under this Agreement. The Contractor Project Manager will not be removed from the project or reassigned without prior written approval of the District. No subcontracting of significant portions of the contracted services will be made without prior approval of the District.

The District hereby assigns _____ as the District Project Manager under this Agreement. The District may change the person assigned as District Project Manager upon written notice to Contractor.

XIV. Independent Contractor; Employee of other Public Agency

Contractor is, shall be and shall act as an independent contractor in connection with this Agreement. Contractor, its agents and employees shall not be considered, and shall not represent themselves to be, officers, employees or agents of the District, and are not entitled to benefits of any kind that may accrue to District's employees. Contractor is solely responsible for any requisite tax filings and payments to the appropriate federal, state, or local tax authority.

Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.

XV. Miscellaneous

A. Notice. Any notice or instrument required by, or contemplated under, this Agreement may be given by depositing the same in any United States Post Office, registered or certified, postage prepaid, addressed to:

District:	CONSULTANT:
Calexico Unified School District	[Company Name]
901 Andrade Avenue	_____
Calexico CA 92231	_____
Attention: Maria Ambriz, Superintendent	Attention: _____
Fax: (768) 768-3888	Fax: (____) _____
Email: mambriz@cusdk12.org	Email: _____

Notices mailed to the addresses above will be effective on the date of mailing. Notices may also be given via facsimile or electronic communication, and will be effective on the day so given, provided that evidence of successful transmission or acceptance via return email is attached to the Notice as evidence of the time and date of transmittal.

B. Interpretation. The terms of this Agreement will be construed in accordance with the meaning of the language used and will not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. The headings of sections are for convenience only and do not modify rights and obligations created by this Agreement.

C. Compliance with Laws. Contractor will comply with all applicable federal, state and local laws, regulations, statutes and ordinances, *as well as District conflict of interest and other applicable policies and administrative regulations* (collectively, the "Laws") in connection with this Agreement. Contractor will indemnify and defend the Indemnified Persons from and against any liability incurred due to any failure on the part of Contractor to comply with any applicable Laws. Without limiting the generality of the foregoing:

1. Contractor shall comply with *any applicable fingerprinting requirements* as set forth in the Education Code of the State of California and shall provide District with certification of such compliance, in substantially the form provided to Contractor by District.

2. Contractor shall abide by the applicable provisions of the Unites States Civil Rights Act of 1964 and other provisions of law prohibiting discrimination and *shall not discriminate*, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement.

D. Legal Proceedings; Venue. If a dispute arises out of or relates to this Agreement, or the breach thereof, the parties agree to engage in good faith negotiations to attempt to resolve the matter prior to filing any complaint or commencing other legal action. This Agreement shall be governed by the laws of the State of California with venue in Imperial County, California

E. Integration/Waiver. This Agreement, including all Exhibits hereto and the Proposal, if any, constitutes the entire understanding between the Parties as to the matters contained herein and no oral or written understanding is of any force or effect with respect to such matters. No waiver of a provision in this Agreement shall be considered a waiver of any

other provision nor shall any failure to enforce any provision be considered a waiver. Any waiver will affect only the specific provision(s) waived and only for the time and in the manner stated in the writing. This Agreement may only be modified or altered by, and a waiver shall only be valid when set forth in, a writing signed by both Parties.

XVI. Execution

Each person executing this Agreement on behalf of the Contractor warrants and represents that he or she is authorized to execute and deliver it, that Contractor has power and authority to perform the Scope of Work and that, by his or her signature below, Contractor is bound by the terms and agreements hereof.

**[Insert Consultant's Legal Name]
a [Insert place of registration/type of entity]**

Calexico Unified School District

By: _____
[Insert Name]

By: _____
Maria Ambriz
Superintendent

Title: _____

Date: _____

Date: _____

TIN: _____

FOR DISTRICT OFFICE USE (Form approved by District Counsel July 2011)

Funding Code: _____

Funding Program: _____

Board Approval Date: _____

COPIES: FILE (Orig), CONSULTANT, PROJECT MANAGER, ACCOUNTS PAYABLE

Exhibit A

Scope of Work

Calexico Unified School District is soliciting proposals from qualified Proposers for guard patrol security services. Each Proposer is encouraged to identify in its proposal any known or anticipated requirements, features or services that Proposer thinks are advisable in addition to those specifically identified herein. Service will include, but is not limited to the following:

- Alarm response
- Uniformed and unarmed guards
- Roving car patrol
- Monitoring services
- Area checks
- Field investigations
- Notifications
- Scanning devices/fobs to record patrolling activity (provided and by Proposer)

The security company awarded the contract must certify that each employee will comply with the fingerprinting process as per Education Code section 45125.1.

Specifications:

a. Proposer is to provide security patrol services for listed time as per schedule below:

Monday through Thursday, 7:30 pm to 4:30 am.
Friday 6:00 pm to Monday 6:00 am

The District has the option of changing schedule of hours or days without penalty provided the District gives at least three (3) day notice of intentions.

- b. Holidays will be covered on a 24-hour basis upon District request. District will notify company of which holidays security patrol services will be required.
- c. Proposer will furnish a sufficient number of personnel needed to complete tasks listed in this RFP taking into consideration the number of sites to be serviced and the services required.
- d. District requires 2 inspections per site that will include the following:
1. Checking for unlocked or open doors, unlocked or open gates, broken windows or any other unusual circumstance on the premise.
 2. Provide complete random foot patrol of all District facilities and schools
- e. At Districts request, high problem sites will be monitored more frequently.
- f. Proposers' security officers will keep all unauthorized persons off sites.
- g. Proposer will respond to and investigate all alarms, and report alarms as needed.

- h. The District will provide Proposer with designated staff contacts. The contact person will be solely responsible for securing District property in the event of damage or destruction, such as broken windows. Proposer acknowledges that, in the event of damage to District property, the Proposer or employees will contact the designated District contact person. The Security Company will provide security services until the District staff member arrives to secure the property.
- i. Security Guard firm and its employees must immediately report all criminal activity witnessed or discovered to the appropriate law enforcement agency and the District's contact designee.
- j. Security personnel will carry keys and alarm codes for each site and will assist other agencies in searching the site if required. Security officers will cooperate with District personnel and all other agencies at all times.
- k. Security company is to provide and set up scanning devices/key fobs systems for the monitoring of security guard inspections. District and the successful Proposer will mutually determine the location of each checkpoint and what incidents or observations are to be recorded.
- l. Security company will be required to submit proof of security guard activity by providing scanning reports detailing monitoring verification including any supporting information on incidents. Inspection reports must be included with invoice at the time of submission.
- m. Proposer will provide District with written detailed report of all unusual incidents and resolutions on a daily basis.
- n. Security Company will use its own portable communication device to communicate with its personnel and District in responding to any school location should the need arise.
- o. Proposer is to specify the straight time hourly rate in its proposal including rate for services performed during holidays and overtime rate. See **Appendix B**
- p. Security firm must comply with all federal, state, municipal and local laws, ordinances and regulations which are applicable to services provided.
- q. All personnel provided by Proposer must be direct employees of the company and must be qualified, bonded, insured, uniformed and unarmed security officers trained in the skills of security. Should any employee be found un-qualified, the District reserves the right to have the officer replaced at no additional cost.
- r. Qualified Security Company must have a valid Private Patrol Operators License issued by the Bureau of Security and Investigative Services and a valid Business License at the time of proposal submission and maintained throughout the contract period if selected. Copies of license certificates are to be included in proposal.

Unless otherwise stated in the Agreement; any agreement awarded from this RFP is for an initial term of one (1) year and, at the discretion of the District, the Agreement may be extended on a yearly basis an additional four (4) years up to **June 30, 2022**; not to exceed five (5) contracted years. In the event the District requires the services of the proposer after the maximum period of the Agreement is exhausted, the proposer may continue services on a month-to-month basis until a new solicitation is released and an Agreement is executed by the awarded proposer.

Locations:

Administration Offices	901 Andrade Avenue, Calexico, CA 92231
Maintenance and Operations	1085 Andrade Avenue, Calexico, CA 92231
Aurora Continuation High Sch.	1391 Kloke Road, Calexico, CA 92231
Blanche Charles Elementary	1201 Kloke Road, Calexico, CA 92231
Calexico High School	1030 Encinas Avenue, Calexico, CA 92231
Cesar Chavez Elementary	1251 E. Zapata Street, Calexico, CA 92231
Calexico High, 9 th Grade	824 Blair Avenue, Calexico, CA 92231
Dool Elementary	800 Encinas Avenue, Calexico, CA 92231
Enrique Camarena Jr. High	800 E. Rivera Street, Calexico, CA 92231
Jefferson Elementary	1120 E. 7 th Street, Calexico, CA 92231
Kennedy Gardens Elementary	2300 Rockwood Avenue, Calexico, CA 92231
Rockwood Elementary	1000 Rockwood Avenue, Calexico, CA 92231
Mains Elementary	655 W. Sheridan, Calexico, CA 92231
William Moreno Jr. High	1202 Kloke Road, Calexico, CA 92231
Food Service Department	641 Rockwood Avenue, Calexico, CA 92231

Site maps will be provided during Pre-Proposal Conference and job-walk.