

BONITA UNIFIED SCHOOL DISTRICT
CONTRACT FOR SECURITY SERVICES

THIS CONTRACT is made and entered into this 1st day of July, 2017, by and between the BONITA UNIFIED SCHOOL DISTRICT, a public educational agency, located at 115 West Allen Avenue, San Dimas, California 91773, hereinafter referred to as "BUSD", and Absolute International Security, 4255 Tyler Avenue, El Monte, CA 91731 hereinafter referred to as "Contractor".

1. **PREMISES:**

BUSD has a requirement for security services including nighttime patrol services for all sites and District Office, responding to alarm calls and provide fixed security as needed. Additional services include graduation exercises, extra duty during high profile events, and provide additional security on an as-needed basis.

1.2 On June 14, 2017 the Board of Education authorized BUSD to contract the services with the Contractor.

2. **TERM OF CONTRACT**

This Contract shall begin on the Commencement Date and continue in full force and effect through June 30, 2018, unless early termination occurs in accordance with the terms of this Contract or extended by written amendment to this Contract.

3. **SCOPE OF WORK**

The Contractor shall, in a manner satisfactory to BUSD, completely perform the services set forth; to provide night-time patrol services for all sites and the District Office, respond to all alarm calls and provide fixed security when needed. Additional services include patrol during day time hours when requested, provide security at graduation exercises, provide extra security during high profile events, and provide additional security on an as-needed basis.

4. **PAYMENT AND MAXIMUM OBLIGATION**

Payment.

For the Contractor's full and complete performance of its obligations under this Contract, BUSD shall pay the Contractor an amount not to exceed One Hundred Thirty-Five Thousand dollars (\$135,000). Any work performed by the Contractor in excess of this amount shall be considered as having been done at no additional cost to BUSD, unless the Contractor is so amended by written amendment.

Invoices.

The Contractor shall submit invoices in duplicate to BUSD (attention: Accounts Payable) for payment in arrears of work being performed. Invoices may be submitted

for partial payments corresponding to the percentage of work completed, but not more frequently than once per calendar month. The Contractor's invoices shall specify the following: (1) name of person(s) performing the work; (2) description of work and location where work was performed; (3) dates of work performance and hours of work performed; (4) total amount due and payable; and (5) contract number.

Maximum Payment Obligation.

Notwithstanding any other provision of this Contract to the contrary, the amount listed in Subsection 4.1 is BUSD's maximum, (cumulative) payment obligation to the Contractor under this Contract, including all amounts payable to the Contractor for its costs arising from, or due to termination of, this Contract.

5. INDEPENDENT CONTRACTOR

While performing its obligations under this Contract, the Contractor is an independent contractor and not an officer, employee or agent of BUSD. The Contractor shall not at any time or in any manner represent that it or any of its officers, employees, or agents are employees of BUSD.

6. COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon a Contract or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide established commercial or selling agencies retained by the Contractor for the purpose of securing business. For breach or violation of this warranty, BUSD shall have the right to immediate termination of this Contract and, at its sole discretion, deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or commission fee.

7. INDEMNIFICATION

The Contractor agrees to indemnify, save and hold harmless BUSD from and against any and all demands, debts, liens, claims, losses, damages, liability, costs, expenses (including, but not by way of limitation, attorneys fees and costs actually incurred, whether or not litigation has commenced), judgments or obligations, action, or causes of actions whatsoever, for or in connection to: (1) bodily injury or property damage (including, but not limited to, death) sustained or claimed to have been sustained by any person or persons, or corporation, or public or private entity (including BUSD) arising out of, or incidental to, or the negligence of any subcontractor, agent, firm, agency, organization or business retained, engaged, selected, managed by the Contractor relating to services or operations performed in execution of this Contract; and (2) injury, damage or loss sustained or claimed to have been sustained by any person or persons, or corporation, or public or private entity (including BUSD) arising out of, or occurring as a result of, omission of any subcontractor, agent, firm, agency organization or business retained, engaged, selected, managed by the Contractor relating to the performance or nonperformance of services or operations pertaining to this Contract.

The Contractor further agrees to waive all rights of subrogation against BUSD for all losses, costs and expenses (including, but not by way of limitation, attorneys fees and other related legal costs) arising out of any liability or claim of liability for injury (including death), damage, or loss sustained or claimed to have been sustained arising out of, or incidental to, or occurring as a result of BUSD's performance or failure to perform services, duties and other obligations pertaining to this Contract.

The provisions of this indemnification clause shall not be limited to the availability or collectability of insurance coverage.

8. INSURANCE

Without limiting the Contractor's its officers', agents', employees', subcontractors', representatives' and volunteers' (collectively hereinafter in the Section 8 referred to as Contractor's) indemnification of BUSD, its governing boards and commissions and the individuals thereof, and all its officers, agents, employees, representatives and volunteers (collectively hereinafter in this Section 8 referred to as BUSD), and as a material condition of this Contract, the Contractor shall procure and maintain at its sole expense, and shall require and cause all of its subcontractors and independent contractors to procure and maintain without expense to BUSD, insurance as required below for the duration of this Contract and any extended period specified. All insurance policies shall be placed with insurers admitted in the State of California and having an A.M. Best rating of not less that B+:V.

Minimum Scope and Limits of Insurance

Commercial General Liability Coverage, "occurrence" form only, to include bodily injury and property damage for premises and operations, contractual liability, independent contractors, personal and advertising injury, and wrongful termination with a combined single limit not less than \$1,000,000 per occurrence and an annual general aggregate limit not less than \$2,000,000. The policy shall be endorsed to name BUSD, its governing boards and commissions and the individuals thereof, and all its officers, agents, employees, representatives and volunteers, as additional insureds.

Professional Liability Coverage for errors and omissions with a limit of liability of not less than \$1,000,000 each claim. If the policy is written on a claims made form, such insurance shall be endorsed to provide an extended reporting period of not less than one year following termination of this Contract.

Business Automobile Liability Coverage with limits as required by the State of California.

Workers' Compensation insurance with limits as required by the Labor Code of the State of California and Employers Liability insurance limits of \$1,000,000 per accident.

Endorsements

The Contractor shall furnish BUSD with certificates of insurance evidencing insurance coverage for commercial general liability, automobile liability, professional liability and workers' compensation, with an additional insured endorsement showing that BUSD is named as an additional insured as to commercial general liability. The certificates and endorsements are to be signed by a person employed and authorized by the insurer to bind coverage on its behalf and shall specifically reference this Contract. The certificates of insurance and endorsements are to be received by BUSD within thirty (30) calendar days of full execution of the Contract. BUSD reserves the right to require complete, certified copies of all required insurance policies at any time.

Other Insurance Provisions

The Contractor shall cause its insurance policies to be amended to state the following:

The Contractor's insurance coverage shall be primary insurance with respects to BUSD. Any insurance or self-insurance maintained by BUSD shall be in excess of the Contractor's insurance and shall not contribute to it.

All rights of subrogation against BUSD for injury (including death), damage or loss arising from performance or nonperformance of BUSD pertaining to the Contract are waived.

Coverage shall not be suspended, voided, cancelled or reduced in coverage or in limits except after thirty (30) calendar days prior written notice by certified mail, return receipt requested, has been given to BUSD.

9. ASSIGNMENT OR TRANSFER

The Contractor shall not in any manner, directly or indirectly, by operational law or otherwise, assign, transfer or encumber this Contract or any portion hereof of any interest herein, in whole or in part, without the prior written consent of BUSD. If consent is not given by BUSD to assign, transfer, or encumber this Contract, such action shall be deemed automatically void. In addition, the Contractor shall not subcontract the work to be performed pursuant to this Contract without prior written approval of BUSD. The names and qualifications of subcontractors or others whom Contractor intends to employ, other than those identified, shall be submitted to BUSD for prior written approval.

10. STANDARD OF PERFORMANCE

Contractor hereby represents that it has made the necessary commitment, that it possesses the necessary professional capabilities, qualifications, licenses, skilled personnel, experience, expertise, and financial resources, and it has available or will make available the necessary equipment, materials, tools, and facilities to perform the Work in an efficient, professional, and timely manner in accordance with the terms and conditions of the Contract.

The Contractor shall be responsible for its professional quality, technical accuracy, completeness, and coordination of the Work, it being understood that BUSD will be relying upon such professional quality, technical accuracy, completeness, and coordination in utilizing the Work for implementation of the Project.

The Contractor shall also require its Subcontractors to perform the Work in accordance with the specifications and requirements of the Contract and in accordance with professional standards of skill, care, and diligence adhered to by firms recognized for their expertise, experience and knowledge in performing work of a similar nature.

Contractor shall ensure that any individual performing work under the Contract requiring a California license shall possess the appropriate license required by the State of California. All personnel shall have sufficient skill and experience to perform the Work assigned to them.

BUSD shall have the right, in its absolute discretion, to require the removal of Contractor's personnel at any level assigned to the performance of the Services or Work, if BUSD considers such removal necessary in the best interests of the Project and requests such removal in writing. Such personnel shall be promptly removed from the Project by the Contractor at not cost or expense to BUSD. Further, an employee who is removed from the Project for any reason shall not be re-employed by the Project. No BUSD employee or officer, except the Contractual Relations Officer, may authorize any Amendments to the Contract or revisions

11. TERMINATION

Scope

BUSD may at any time terminate this Contract, in whole or part, for the convenience of BUSD or for default by the Contractor, by giving the Contractor a written "Notice of Termination". Upon receipt of such Notice of Termination, the Contractor shall cease all work immediately or on the date, if any, specified in said Notice of Termination, whichever is later, and thereafter take all reasonable steps to not incur additional costs associated with this Contract, except those costs necessary to close-out business on this Contract. Additional costs shall be reviewed by BUSD and must be deemed allowable before payment is made.

Termination for Convenience

If BUSD elects to terminate this Contract for its convenience, such termination shall be effective thirty (30) calendar days after delivery of said Notice of Termination to the Contractor, unless a later date is specified in the Notice of Termination. Thereafter, BUSD shall pay the Contractor for services provided through the date of termination and for those allowable costs determined by BUSD to be reasonably necessary to effect such termination. Thereafter, the Contractor shall have no further claims against BUSD under this Contract.

Termination for Default

BUSD may terminate this Contract for reason of the Contractor's default if: (a) a federal or state proceeding for the relief of debtors is undertaken by or against the Contractor, or (b) a receiver or trustee is appointed for the Contractor, or (c) the Contractor makes an assignment for the benefit of his creditors, or (d) the Contractor becomes insolvent, which shall be deemed to have occurred if the Contractor has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether or not the Contractor has committed an act of bankruptcy law, or (e) the Contractor breaches any material term or violates any material provision of this Contract and does not cure such breach or violation within ten (10) calendar days after delivery by BUSD of a written "Notice to Cure Deficiency." The rights and remedies of BUSD set forth in this Subsection 12.3 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

12. NON-DISCRIMINATION AND NON-SEGREGATION

During the performance of this Contract, the Contractor agrees to comply with all Federal, state and local laws respecting non-discrimination in employment and non-segregation of facilities including, but not limited to requirements set out in 41 CFR 60-1.4, 60-250.4 and 60-741.4, which equal opportunity clauses are hereby incorporated by reference.

13. FINGERPRINTING

During the entire term of the Contract, the Contractor, including all subcontractors, shall fully comply with the provisions of the Education Code Section 45125.1 when BUSD determines that the Contractor's employees and/or employees of subcontractors will have more than limited contact with BUSD pupils in the performance of the work of the Contract.

14. NON-DISCRIMINATION

Employment

The Contractor shall take affirmative action to ensure fairness in the manner that applications are accepted and employees are treated during employment without regard to their race, color, religion, age, sex, ancestry, handicap or national origin. Such action shall include, but may not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of the Fair Employment Practices Act.

Civil Rights Act

Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, USC Sections 2000 e (17), to the end that no person shall, on the grounds of race, creed, color, sex, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the Contract or under any project, program, or activity supported by this Contract.

Section 504

Contractor hereby assures that it will comply with Section 504 of the Rehabilitation Act of 1973 with regard to federal financial assistance administered by the Department of Health and Human Services and the Americans with Disabilities Act (ADA) of 1990; and other applicable nondiscrimination laws.

15. RECORD RETENTION AND INSPECTION

The Contractor agrees that BUSD shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent records pertaining to this Contract. All records shall be kept and maintained by the Contractor and made available to BUSD during the entire term of this Contract and for a period not less than five (5) years after final payment hereunder by BUSD.

16. FORCE MAJEURE

In the event that performance on the part of any party hereto shall be delayed or suspended as a result of circumstances beyond the reasonable control and without the fault or negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder shall include, but not be limited to, acts of God or of the public enemy, insurrection, acts of the federal government or any unit of state or local government in either sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes or delays in transportation, to the extent that such circumstances are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

17. TOBACCO-FREE WORKPLACE

The Contractor hereby agrees to comply with the Los Angeles County Board of Education's Policy 3515.1 which states, "It is the intention of the office to provide a smoke-free workplace within all buildings owned or leased by the office commencing June 30, 1995."

18. ALCOHOL AND DRUG-FREE WORKPLACE

The Contractor hereby certifies under penalty or perjury under the laws of the State of California that Contractor will comply with the requirements of the Drug-Free Workplace Act of 1988 (Government Code Section 8350 et. seq.), and the Los Angeles County Board of Education's Alcohol and Drug-Free Workplace Policy 4020(a).

19. COMPLIANCE WITH LAW

Contractor shall comply with all applicable federal, state, and local laws, statutes, ordinances, rules, regulations, policies, and procedures in performing under this Contract. Contractor warrants that it has all licenses, permits, certificates and credentials required by law to perform the work specified under this Contract and shall, upon request by BUSD, provide evidence of same.

20. SEVERABILITY/WAIVER

If any provision of this Contract is determined to be illegal, unenforceable, or invalid, such act shall in no way affect the validity of any other provision in this Contract.

No waiver of any provision of this Contract shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding unless executed in writing by the party making the waiver.

21. INTERPRETATION

Should interpretation of this Contract, or any portion thereof, be necessary it is deemed that this Contract was prepared by the parties jointly and equally and shall not be interpreted against either party on the grounds that said party prepared the Contract or caused it to be prepared. The captions and headings of the various sections of this Contract are for convenience and identification only and shall not be deemed to limit or define the content of the respective sections hereof.

22. ATTORNEY'S FEES

Should either party be required to file any legal action or claim to enforce any provision of this Contract or resolve any dispute arising under or connected to this Contract, each party shall bear its own attorney's fees and costs in bringing such an action and any judgment or decree rendered in such a proceeding shall not include an award thereof.

23. GOVERNING LAW/FORUM SELECTION

This Contract is made, entered into and executed in Los Angeles County, California, and any legal action, claim or proceeding arising out of or connected with this Contract shall be filed in the applicable court in Los Angeles County, California. This Contract shall be construed, and all disputes hereunder shall be settled, in accordance with the laws of the State of California.

24. NOTICES

Any notices to be given pursuant to this Contract shall be in writing and such notices, as well as any other document to be delivered, shall be delivered by personal service or by deposit in the U. S. Mail, certified or registered, return receipt requested, postage prepaid, and addressed to the party for whom intended as follows:

To BUSD:

Susan Hume
Assistant Superintendent, Business Services
115 West Allen Avenue
San Dimas, California 91773

To Contractor:

Lucy Lin, President
Absolute International Security
4255 Tyler Avenue
El Monte, CA 91731

25. INCORPORATION BY REFERENCE

Any exhibits referenced herein shall be incorporated and made a part of this Contract.

26. NO THIRD PARTY OBLIGATIONS

The execution and delivery of this Contract shall not be deemed to confer any rights upon, nor obligate any parties thereto, to any person or entity other than the parties hereto.

27. ORDER OF PRECEDENCE

Except as specifically provided elsewhere in this Contract, conflicting provisions of this Contract shall prevail in the following order of precedence: (1) the provisions in the body of this Contract, (2) the exhibits of the Contract, if any; (3) all other documents cited in this Contract or incorporated by reference.

28. INTEGRATION

This Contract, including all exhibits and other documents incorporated herein or made applicable by reference, contains the complete and final understanding of the parties' rights, duties and obligations with respect to the transaction discussed in the Contract and supercedes all prior Contracts, understandings and commitments, whether oral or written.

This Contract shall not be amended in any way except by a writing expressly purporting to be such an amendment, signed and acknowledged by both parties hereto.

BONITA UNIFIED SCHOOL
DISTRICT

By: Ann Sparks
Assistant Superintendent
Business Services

Date: 6-22-17

Board Approval June 14, 2017

By: Lucy Lin 
Typed or Printed Name

Title President/QM

Date: 07/13/2017

Federal I.D. Number: 26-3437797

License No. PP0: 16302