

GENERAL CONTRACT
RFP No. P-18-16/17 – Security Guard Services

THIS GENERAL CONTRACT (this "General Contract") is made as of DATE: November 19, 2020, in the County of Los Angeles, State of California, by and between the **GLENDALE UNIFIED SCHOOL DISTRICT** (hereinafter called the "District"), and **ABSOLUTE INTERNATIONAL SECURITY** (hereinafter called "Vendor").

IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONSIDERATIONS STATED HEREIN, the receipt and sufficiency of which are hereby acknowledged, the District and Vendor hereby agree as follows:

1. Vendor shall provide to the District, unarmed uniform security guard services, District-wide as requested and as certified as required below, from January 1, 2021 through June 30, 2022. This is the final contract extension in response to RFP No. P-18-16/17 for a total of five (5) years from Board of Education award.
2. Barring any new federal or state statute to increase the minimum wage, District agrees to pay Vendor for the above services, from January 1, 2021 through June 30, 2022:
 - \$ 25.18 per hour of uniform security guard service
 - \$ 37.77 per hour for overtime/holiday
3. Vendor shall furnish, at his own expense, all labor, training, finger-printing, materials, equipment and other items necessary to carry out the terms of this agreement.
4. Standards of Performance. The services shall be performed by qualified, competent, and reliable personnel acceptable by the District, in accordance with the recognized best practices and industry standards, and in a manner so as to minimize the risk of injury to persons and property.
5. Hiring, Training and Supervision. Vendor shall be solely responsible for the hiring, training and supervision of its employees, in accordance with the terms and conditions of this agreement. The employees of the Vendor shall also be subject to direction from school administration.

Vendor shall supply only completely qualified personnel and shall insure that all security personnel assigned under this contract have (in their possession at all times) a current State of California Department of Consumer Affairs Guard Registration Card. All guards assigned to District schools must be at least twenty-one (21) years of age.

Vendor shall be responsible for and provide the District with certification of compliance with the security guard training requirements of SB 1626. This law requires completion of a twenty-four (24) hour training course for all security guards assigned to school sites twenty (20) or more hours per week. The course must follow the curriculum developed by the Department of Consumer Affairs' Bureau of Security and Investigation Services (BSIS) and the Commission on Peace Officers Standards and Training (POST). The District, in addition, requires that all guards providing service in any District/School assignment, regardless of the number of hours assigned, be SB1626 certified.

Guards must have successfully completed this training before being assigned to District schools.

Special Note: There are no exceptions to the Guard Registration Card or the SB 1626 training requirements specified in this contract. Failure to comply with these or other contract provisions may result in immediate termination of this contract with notice of this termination provided to the California Department of Consumer Affairs and such other local and state agencies that may govern the licensing or business operation of the contractor. Additionally, the Vendor will be assessed a \$1,000 penalty for each occurrence.

In addition, due to the COVID-19 pandemic, all security guards must practice social distancing, wear personal protective equipment, and follow all District and County of Los Angeles Public Health mandates and health & safety protocols.

6. **TB and Fingerprint Clearance.** Vendor will insure that all security guards assigned in conjunction with this contract have current TB and Fingerprint clearance. **There is absolutely no exception to this requirement.**
7. **Records and Reports.** Vendor and designated supervisory personnel shall be available at all times to report to and confer with District's designated representatives. Contractor shall submit to District such records and reports as may be requested or such other records and reports as District may require.
8. **Independent Contractor.** Vendor is engaged as an independent Contractor, and all persons employed to furnish the services shall be employees of the Vendor, not of District, and shall be subject to the direct control of the Vendor. Vendor shall be solely responsible for paying the salaries, taxes (including, but not limited to, federal social security and Medicare taxes, required unemployment taxes), workers' compensation insurance premiums, and all other expenses relating to its employees.
9. Vendor agrees to defend, indemnify and hold harmless the District, its Governing Board, employees and agents from any and all liability or loss arising in any way out of Vendor's performance of this agreement, including but not limited to any claim due to injury and/or damage sustained by Vendor, and/or Vendor's employees or agents.
10. It is understood that the employees of the Vendor are not covered by Workers' Compensation Insurance carried by the District and that Vendor must maintain this insurance in accordance with state requirements. For purposes of Worker's Compensation coverage, the District shall be named and treated as a special employer of those employees of the Vendor who are assigned to District facilities.
11. The Vendor shall maintain insurance satisfactory to the District and as set forth below during the contract period. Not less than fifteen (15) days before new or renewed coverage is required, the Vendor shall furnish Certificates of Insurance with a **separate endorsement** naming the District as an additional insured for each policy on liability coverage, and Certificate of Insurance for Workers' Compensation coverage. The Certificates shall provide that a 30-day prior notice of cancellation will be given the District. Public liability insurance shall be maintained to protect the Vendor and, as an additional insured, the District, its Governing Board, its officers, its agents, and its employees from any claims for damages for personal injury or death, and from damage to property which may arise from operations of the Vendor under this contract. Such insurance shall have a minimum combined single limit of two million dollars (\$2,000,000). Workers' Compensation Insurance shall be maintained as required by law and as will protect the Vendor from claims which may arise from his operations under the contract. The Vendor shall furnish 90 days advance notice to the District in the event of cancellation of or material change in the coverage as certified by the Vendor.
12. **Security Personnel:**
Employees. Vendor shall maintain insurance against the dishonest acts of contractor's employees. Vendor personnel assigned to District schools must be twenty-one (21) years of age or older, and no guard be assigned to work on any District campus or event who has been charged with or convicted of a crime or is on court-ordered or monitored probations.

CA Business License Number PPO: 16302
13. **Termination of Contract for Convenience:** Notwithstanding anything to the contrary stated in the Contract Documents, the District may terminate the Contract for convenience at any time upon thirty (30) calendar days' prior written notice to the Vendor. Upon receipt of any such notice of termination for convenience, the Vendor shall immediately, in accordance with the instructions from the District, proceed as follows:

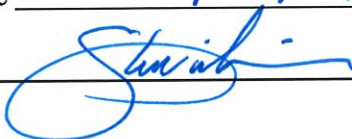
- A. Cease operations as specified in the notice; provided that, the District, in its sole and absolute discretion, may require the Vendor to complete any Work necessary to facilitate transfer of the Vendor's responsibilities to another Vendor;
- B. Proceed to complete the performance of Work not terminated;
- C. Upon such termination, the District's total obligation to the Vendor shall be limited to payment for all Work completed. The Vendor hereby waives and forfeits all other claims for payment and damages, including, without limitation, any claim for anticipated profits.
- D. The District shall be credited for any payment previously made to the Vendor for any portion of the Work which has not been provided and/or claims which the District has against the Vendor under the Contract (or any other amounts that the District may withhold or offset against the Vendor Price pursuant to the Contract Documents.
- E. Final payment to the Vendor hereunder shall be made upon receipt and approval of a final Vendor Payment Request from the Vendor.

All of the above-listed Contract Documents are intended to be complimentary. Work required by any one of the above-named items and not required by another shall be performed as if required by all.

IN WITNESS WHEREOF, this General Contract has been duly executed by the above named parties, on the day and year first above written.

DISTRICT:


GLENDALÉ UNIFIED SCHOOL DISTRICT

Date 12-1-2020


**Steve Dickinson,
 Chief Business and Financial Officer**

VENDOR:

ABSOLUTE INTERNATIONAL SECURITY

Date 11/19/2020


NAME: Lucy Lin

TITLE: President/QM

Authorized Officers
 or Agents
 (CORPORATE SEAL)