

Board Office Use: Legislative File Info.	
File ID Number	19-0120
Introduction Date	2-27-2019
Enactment Number	
Enactment Date	



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

Memo

To Board of Education
From Kyla Johnson-Trammell, Superintendent
 Timothy White, Deputy Chief, Facilities Planning and Management

Board Meeting Date 2-27-2019
Subject Amendment No. 1 to INDEPENDENT CONSULTANT AGREEMENT
 Contractor: ABC Security Services, Inc
 Services For: Foster Educational Leadership Complex Project

Action Requested and Recommendation Approval by the Board of Education of Amendment No. 1 to INDEPENDENT CONSULTANT AGREEMENT between Oakland Unified School District and ABC Security Services, Inc, Oakland, CA, for the latter to

Continue to provide security services until completion of project.

for the period of _____ through _____ in an amount not to exceed 91,812.96.

Prior Contract The Agreement was previously approved by the Board on 8-22-2019 (Enactment No. 18-1477).

Modification This amendment modifies the scope of work and compensation. All other provisions remain the same.

Competitively Bid Was this contract competitively bid? Yes

Fiscal Impact If no, exception:
 Funding resource(s):

Attachments

- Contract Amendment
- Copy of original contract and all prior amendments (if any)

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OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

AMENDMENT NO. 1 TO
INDEPENDENT CONSULTANT AGREEMENT

This Amendment amends INDEPENDENT CONSULTANT AGREEMENT between Oakland Unified School District (OUSD) and ABC Security Services, Inc (Contractor) entered into on 8-23-2019 (OUSD Enactment No. 18-1477). The parties agree to amend that Agreement as follows:

<p>1. Services: <input checked="" type="checkbox"/> The scope of work is <u>unchanged</u>. <input type="checkbox"/> The scope of work has <u>changed</u>.</p> <p>If the scope of work has changed: Provide brief description of revised scope of work including measurable description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary.</p> <p><input type="checkbox"/> Revised scope of work attached. OR <input checked="" type="checkbox"/> CONTRACTOR agrees to provide the following amended services:</p> <p>Continue to provide security services for site unit completion of project.</p>
<p>2. Term (duration): <input checked="" type="checkbox"/> The term of the contract is <u>unchanged</u>. <input type="checkbox"/> The term of the contract has <u>changed</u>.</p> <p>If the term has changed: The contract term began on _____ and expires on _____. The parties agree to extend the contract through _____.</p>
<p>3. Compensation: <input type="checkbox"/> The contract price is <u>unchanged</u>. <input checked="" type="checkbox"/> The contract price has <u>changed</u>.</p> <p>If the compensation has changed: The contract price is amended by</p> <p><input checked="" type="checkbox"/> Increase of \$ <u>1,812.96</u> to original contract amount.</p> <p><input type="checkbox"/> Decrease of \$ _____ to original contract amount.</p> <p>The new contract total is <u>Ninety-one thousand, eight hundred tweleve and ninety-six</u> Dollars (<u>91,812.96</u>)</p>

- 4. **Remaining Provisions:** All other provisions of the Agreement, and prior Amendment(s) if any, shall remain unchanged and in full force and effect as originally stated.
- 5. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** CONTRACTOR certifies to the best of his/her/its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List (<https://www.sam.gov/>).

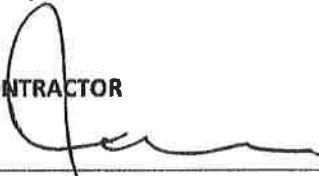
6. **Approval:** Approval requires signature by the Board of Education and/or the Superintendent as its designee. This Amendment shall be deemed approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.

OAKLAND UNIFIED SCHOOL DISTRICT

President, Board of Education _____ Date _____
 Superintendent _____
 Chief or Deputy Chief _____



 _____ Date _____
 Secretary, Board of Education

CONTRACTOR


 _____ Date 01/25/2019
 Contractor Signature
Ana Chretien, President & Owner
 Print Name, Title

Form approved by OUSD General Counsel for 2018-19 FY

FOR OUSD PURPOSES ONLY – The following information is not part of the Contract.

OUSD Internal Routing			
Services above original contract cannot be provided before the amendment is fully approved and the PO amount is increased by Procurement.			
		Signature - Approved	Denied - Reason
1.	Administrator/Manager		
2.	Resource Manager (if restricted funds)		
3.	Network Superintendent/Executive Director		
4.	Chief/Deputy Chief		
5.	Legal (if increase takes contract above \$90,200)		
6.	Superintendent, Board of Education	Signature on the legal contract	

Alignment with Single Plan for Student Achievement – SPSA (required if using State or Federal Funds)

Please select:

Action Item included in Board Approved SPSA (no additional documentation required)–Item Number: _____

Action Item added as modification to Board Approved SPSA – Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.

- Relevant page of SPSA with action item highlighted. Page must include header with the word "Modified", modification date, school site name, both principal and school site council chair initials and date.
- Meeting announcement for meeting in which the SPSA modification was approved.
- Minutes for meeting in which the SPSA modification was approved indicating approval of the modification.
- Sign-in sheet for meeting in which the SPSA modification was approved.

EXHIBIT "A" SCOPE OF WORK

[IF A CONTRACTOR PROVIDES AN ACCEPTABLE DESCRIPTION OF SERVICES AS PART OF A PROPOSAL, THAT DESCRIPTION OF SERVICES MAY BE ATTACHED WITHOUT ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

1. **Description of Services to be Provided:** Provide a description of the service(s) the contractor will provide. Be specific about what service(s) OUSD is purchasing and what *this* Contractor will do.

Continue to provide security services for site unit completion of project.

Oakland Unified School District
Department of Facilities Planning & Management

SCOPE OF WORK

ABC Security Services, Inc.

Date: January 16, 2018

Project & No. Marcus Foster Learning #15124

The Original request for contract included more funding for site security, it was reduced during BOE review process. The site has been in the process of being shuttered properly and the need to have overnight, weekend, & holiday security will no longer be needed. However ABC Security holiday schedule extended the intended flow rate beyond the Contract/PO billing amount by \$1,812.96 before PM received Invoices indicating the overage. PM has since terminated the contract/PO19-00501 as funding had run out.

There is no request for extended compensable schedule days as the original completion dates ran through July 2019.

PM is now recommending this Amendment #1 for PO19-00501 for services rendered already for security on site be approved.

Type of Document: Agreement Request – Amendment Request.

Reason for Request:

Currently contract PO19-00501 funding has been depleted and .

Project Manager Recommendation:

Please process ASAP. Thank you.



ABCSECU-01

SGONZALEZ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/22/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0757776 HUB International Insurance Services Inc. 680 California Street Suite 1300 San Francisco, CA 94104	CONTACT NAME: Salvatore Romano	
	PHONE (A/C, No, Ext):	FAX (A/C, No): (951) 231-2572
E-MAIL ADDRESS: cal.cpu@hubinternational.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Everest Indemnity Insurance Company		10851
INSURER B: Everest National Insurance Company		10120
INSURER C: National Union Fire Insurance Company of Pittsburgh, PA		19445
INSURER D:		
INSURER E:		
INSURER F:		
INSURED ABC Security Service, Inc. P.O.Box 1709 Oakland, CA 94604		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI/PP Ded: \$1,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	51GL007494-171	12/18/2017	12/16/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 E & O \$ 1,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	51CA001234-171	12/18/2017	12/16/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			51CC002829-171	12/18/2017	12/16/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input checked="" type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	5300001968181	06/01/2018	06/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Fidelity Bond			014675429	08/01/2018	08/01/2019	Per Occ Limit 1,000,000
C	Fidelity Including			014675429	08/01/2018	08/01/2019	Client's Property


DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Site Security

Oakland Unified School District and its directors, officers, employees, agents and representatives are Additional Insured with regard to the General Liability policy when required by written contract per the attached endorsement ECG20596 04/12. Primary & Non-Contributory wording applies when required by written contract per the attached endorsement ECG24520 08/06. Waiver of Subrogation with regard to the General Liability policy applies when required by written contract per the attached endorsement ECG24522 04/02. Auto Additional Insured with Waiver of Subrogation applies when required by written contract per the attached endorsement ECA04505 02/14. Waiver of Subrogation with regard to Workers Compensation applies when required by written contract per the attached endorsement WC040306.

CERTIFICATE HOLDER

CANCELLATION

Oakland Unified School District 955 High Street Oakland, CA 94601	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – AUTOMATIC STATUS WHEN
REQUIRED IN AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II – Who Is An Insured** is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" but only to the extent caused, in whole or in part, by:
1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for an additional insured.
- A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.
- B.** The insurance afforded to an additional insured shall only include the insurance required by the terms of the written agreement and shall not be broader than the coverage provided within the terms of the Coverage Part.
- C.** The Limits of Insurance afforded to an additional insured shall be the lesser of the following:
1. The Limits of Insurance required by the written agreement between the parties; or
 2. The Limits of Insurance provided by this Coverage Part.
- D.** With respect to the insurance afforded to an additional insured, the following additional exclusions apply:
- This insurance does not apply to:
1. "Bodily Injury", "property damage" or "personal and advertising injury" arising out of any act or omission of an additional insured or any of its employees.
 2. "Bodily Injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Supervisory, inspection, architectural or engineering activities.
 2. "Bodily Injury" or "property damage" occurring after:
 - (a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of an additional insured(s) at the location of the covered operations has been completed; or
 - (b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT – OTHER INSURANCE (PRIMARY NONCONTRIBUTORY)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Condition 4. Other Insurance of SECTION IV COMMERCIAL GENERAL LIABILITY CONDITIONS is replaced by the following:

a. Primary Insurance

This insurance is primary except when b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below, except that we will not seek contribution from any party with whom you have agreed in a written contract or agreement that this insurance will be primary and noncontributory, if the written contract or agreement was made prior to the subject "occurrence" or offense.

b. Excess Insurance

This insurance is excess over:

- (1) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (b) That is Fire Insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
 - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I – Coverage A – Bodily Injury And Property Damage Liability.

- (2) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured by attachment of an endorsement.

When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

ABC Security Service, Inc.
Term: 12/16/17 to 12/16/18
POLICY NUMBER: 51GL007494-171

COMMERCIAL GENERAL LIABILITY
ECG 24 522 04 02

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:
BLANKET WHERE REQUIRED BY CONTRACT

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV - COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your operations or "your work" done under a written agreement that requires you to waive your rights of recovery. The written agreement must be made prior to the date of the "occurrence". This waiver applies only to the person or organization shown in the Schedule above.

ABC Security Service, Inc.
Term: 12/16/17 to 12/16/18
POLICY NUMBER: 51GL007494-171

COMMERCIAL GENERAL LIABILITY
ECG 24 522 04 02

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:
BLANKET WHERE REQUIRED BY CONTRACT

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV - COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your operations or "your work" done under a written agreement that requires you to waive your rights of recovery. The written agreement must be made prior to the date of the "occurrence". This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTO ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

The following is a summary of the Limits of Insurance and additional coverage provided by this endorsement. For complete details on specific coverage, please refer to policy language in this endorsement and the underlying Business Auto Coverage Form.

Coverage Applicable	Enhancement
Subsidiaries As Insureds	Broadened
Newly Acquired Organizations As Insureds	Broadened
Blanket Additional Insureds	Broadened
Employees As Insureds (Non-Ownership)	Broadened
Supplementary Payments – Ball Bonds	\$3,000 Limit
Supplementary Payments – Loss Of Earnings	\$1,000 per day
Fellow Employee Bodily Injury	Broadened
Towing Coverage – All Covered Autos	Broadened
Glass Breakage Coverage – Waiver of Deductible	Broadened
Loss of Use Expenses	\$50 per day \$1,000 Limit
Stolen Vehicle Extra Expense	Broadened
Airbag Discharge	Broadened
Electronic Equipment (Permanently Installed)	Broadened
Single Deductible Provision	Broadened
Notice To Company	Broadened
Blanket Waiver Of Subrogation	Broadened
Unintentional Failure To Disclose Hazards	Broadened
Bodily Injury Includes Mental Anguish	Broadened
Coverage Territory Extension - Mexico	Broadened

A. Who Is An Insured

The following is added to Paragraph A.1. of Section II – Covered Autos Liability Coverage:

d. Any:

- (1) Subsidiary which is a legally incorporated entity of which you own greater than 50% interest in the voting stock on the effective date of this Coverage Form. However, the insurance afforded by this provision does not apply to any subsidiary that is an "insured" under any other automobile liability policy, or would be an "insured" under such policy but for the termination of such policy or the exhaustion of such policy's limits of insurance.
- (2) Organization you newly acquire or form, and over which you maintain majority interest.

The coverage afforded by this provision:

- (a) Is effective on the acquisition date, and is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- (b) Does not apply to "bodily injury" or "property damage" resulting from an "accident" that occurred before you acquired or formed the organization; and
- (c) Does not include any newly acquired or formed organization that is:
 - (i) A joint venture or partnership; or
 - (ii) An "insured" under any other automobile liability policy or would be an "insured" under such policy but for the termination of such policy or the exhaustion of such policy's limits of insurance.

- e. Any person, organization or governmental entity with respect to the operation, maintenance, or use of a covered "auto" if you are required to add such person, organization or governmental entity to this policy as an additional insured in order to comply with the terms of a written "insured contract" or written agreement. This does not apply when such contract or agreement:

- (1) Involves the owner or anyone else from whom you hire or borrow a covered "auto" unless it is a "trailer" connected to a covered "auto" you own; or

- (2) Is executed after the date of loss.

Paragraph e.(2) does not apply if:

- (1) The terms and conditions of the written "insured contract" had been agreed upon prior to the "accident" or "loss"; and
 - (2) You can definitively establish that the terms and conditions of the written "insured contract" ultimately executed are the same as those which had been agreed upon prior to the "accident" or "loss".
- f. Any of your "employees" while using a covered "auto" in your business or your personal affairs, provided you do not own, hire or borrow that "auto".

B. Coverage Extensions - Supplementary Payments

Paragraphs A.2.a.(2) and A.2.a.(4) of Section II – Covered Autos Liability Coverage are replaced by the following:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$1,000 a day because of time off from work.

C. Fellow Employee

The following exception is added to exclusion 5. **Fellow Employee** under paragraph B. Exclusions of Section II – Covered Autos Liability Coverage:

This exclusion does not apply if the "bodily injury" results from the use of a "covered auto" you own or hire. The coverage provided under this exception is excess over any other collectible insurance.

D. Towing

Paragraph A.2. of Section III – Physical Damage Coverage is replaced by the following:

2. We will pay for towing and labor costs each time that a covered "auto" is disabled. All labor must be performed at the place of disablement of the covered "auto". If the auto is not a private passenger type, a \$250 deductible will apply to this coverage but it will not reduce the available limit of insurance. For all types of "auto", the most we will pay under this coverage is \$1,000 per disablement. "Autos" which are disabled do not include stolen vehicles.

E. Glass Breakage – Hitting A Bird Or Animal – Falling Objects or Missiles

The following is added to Paragraph A.3. of Section III – Physical Damage Coverage:

Any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced. If the glass must be replaced and there is no other damage associated with the "loss", the deductible will be \$100 unless a lower deductible is shown in the Declarations applicable to this coverage.

F. Loss Of Use Expenses

Paragraph A.4.b. of Section III – Physical Damage Coverage is replaced by the following:

b. Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$50 per day, to a maximum of \$1,000.

G. Extra Expense – Stolen Vehicle

The following is added to Paragraph A.4. of Section III – Physical Damage Coverage:

c. Stolen Vehicle

We will pay for all reasonable and necessary expenses to return a stolen covered "auto" to you.

H. Airbag Coverage

The following exception is added to Paragraph B.3.a. of Section III – Physical Damage Coverage:

The accidental discharge of an airbag shall not be considered mechanical breakdown if it occurs in a covered "auto" for which Comprehensive coverage is purchased. This provision does not apply to "autos" you hire with a driver and is excess over any warranty specifically designed to provide this coverage.

I. Electronic Equipment Coverage

Section III – Physical Damage Coverage is amended as follows:

1. The sublimit in Paragraph C.1.b. of the Limit Of Insurance Provision is increased to \$3,000.
2. No Physical Damage Coverage deductible applies to the first \$3,000 of "loss" to electronic equipment described in Paragraph C.1.b. of the Limit Of Insurance Provision.

J. Single Deductible Provision

The following is added to Paragraph D. of Section III – Physical Damage Coverage:

If a Comprehensive or Specified Causes of Loss Coverage "loss" from "accident" involves two or more covered "autos", only the highest deductible applicable to those coverages will be applied to the "accident", if the cause of the loss is covered for those vehicles.

This provision only applies if you carry Comprehensive or Specified Causes of Loss Coverage for those vehicles, and does not extend coverage to any covered "autos" for which you do not carry such coverage.

If a "loss" covered under this Coverage Part also involves a "loss" to other property from the same "accident", which is covered under a Commercial Property or Inland Marine Coverage Part issued by us to you, only the highest deductible applicable to those coverages will be applied to the "accident".

K. Notice To Company

Paragraph A.2. of Section IV – Business Auto Conditions is amended as follows:

1. With respect to notification requirements, your obligation under Paragraph A.2.a. applies only when the "accident" or "loss" is known to:
 - a. You, if you are an individual;
 - b. A partner, if you are a partnership;
 - c. A member, if you are a joint venture or limited liability company; or
 - d. An executive officer or insurance manager, if you are an organization other than a partnership, joint venture or limited liability company.
2. With respect to the requirements pertaining to you providing us with document concerning a claim or "suit", your obligation under Paragraph A.2.b. will not be considered breached unless the breach occurs after such claim or "suit" is known to:
 - a. You, if you are an individual;
 - b. A partner, if you are a partnership;
 - c. A member, if you are a joint venture or limited liability company; or

- d. An executive officer or insurance manager, if you are an organization other than a partnership, joint venture or limited liability company.

L. Blanket Waiver Of Subrogation

The following is added to Paragraph A.5. of Section IV – Business Auto Conditions:

- a. However, we waive any right of recovery we may have against a person, organization or government entity when you have waived such right of recovery under a written "insured contract" that is:
 - (1) Currently in effect or becoming effective during the term of this policy; and
 - (2) Executed prior to the "accident" or "loss", or executed after the "accident" or "loss" if:
 - (a) The terms and conditions of the written "insured contract" had been agreed upon prior to the "accident" or "loss"; and
 - (b) You can definitively establish that the terms and conditions of the written "insured contract" ultimately executed are the same as those which had been agreed upon prior to the "accident" or "loss".
- b. We hereby waive any right of subrogation against any of your officers, directors or employees which might arise by reason of any payment under the insurance afforded by the policy for the operation, maintenance, use, loading or unloading of a non-owned "auto". This waiver extends only to payments in excess of other valid and collectible insurance available to the officer, director or employee.

M. Unintentional Failure To Disclose Hazards

The following is added to Paragraph B.2. of Section IV – Business Auto Conditions:

If you unintentionally fail to disclose any hazards existing on the effective date of this Coverage Form, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium due to us as a result of these undisclosed hazards in accordance with our filed rating plans.

N. Bodily Injury Includes Mental Anguish

Paragraph C. of Section V – Definitions is replaced by the following:

- C. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including "mental anguish" or death resulting from any of these at any time.

For the purpose of this provision, the term "mental anguish" shall mean any type of mental or emotional illness or distress.

O. Mexico Coverage

The coverage provided by this policy for covered "autos" you own or lease on a long term basis without drivers are extended to "accidents" or "losses" occurring in Mexico if:

1. The covered "auto" is in Mexico for a period not exceeding 10 days; and
2. The covered "auto" is principally garaged and used in the United States; and
3. The driver of the covered "auto" does not reside in Mexico;

For Liability Coverage to apply to "accidents" occurring in Mexico, the following must also apply:

1. Valid and collectible auto liability insurance for the covered "auto" has been purchased from a licensed Mexican Insurance Company and is in force at the time of the "accident"; and
2. The original "suit" for damages is brought within the United States.

For "losses" payable under Physical Damage Coverage this additional restriction applies:

We will pay "losses" under Physical Damage Coverage in the United States, not in Mexico. If the covered "auto" must be repaired in Mexico in order to be driven, then the most we will pay for "loss" is the lesser of the following:

1. The cost of repairing the "auto" or replacing its parts in Mexico; or
2. The cost of repair or replacement at the nearest point in the United States where the repairs or replacement could be made.

Other Insurance:

The insurance provided by this section will be excess over any other collectible insurance.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in this Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2 % of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

PERSON OR ORGANIZATION

JOB DESCRIPTION

BLANKET WAIVER FOR ANY PERSON OR ORGANIZATION WHERE REQUIRED BY WRITTEN CONTRACT ENTERED INTO BY THE INSURED PRIOR TO THE COMMENCEMENT OF THE JOB.

N/A



AMENDMENT ROUTING FORM 2018-2019

Amendment No. 1 to INDEPENDENT CONSULTANT AGREEMENT

Directions

Services beyond the original contract cannot be provided until the amendment is fully approved and PO is increased by Procurement.

- To be eligible for an amendment, term end date of the contract cannot not be expired. If expired, a new contract is necessary.
- Insert the amendment number (i.e. if this is the first amendment enter "1," second enter "2," etc.) at the top of the amendment.
- If contract total amount has increased, the scope of work must change.
- OUSD contract originator **creates new requisition with the original PO number referenced in the item description.**

When the contract amendment is approved, Procurement will add additional funds to the original Purchase Order.

Attachment Checklist	<ul style="list-style-type: none"> Contract amendment packet including Board Memo and Amendment Form Board approved copy of the original contract and any prior Amendments.
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Contractor Information

Contractor Name	ABC Security Services, Inc	Contractor's Contact	Becky Hicklin		
OUSD Vendor ID #	000214	Title	Manager		
Street Address	1171 Cranford Way	City, State	Oakland, CA	Zip Code	94605
Telephone	510-862-0680	Email (required)			

Compensation and Terms

Current Contract Amount	\$90,000.00	OUSD Vendor ID #	000214	Start Date of Original Contract	8-23-2018
Amount of Increase	1,812.96	Original PO #		Current Term End Date	7-31-2019
Amount of Decrease		New Requisition #		New Term End Date*	
New Total Contract Amount	91,812.96	% Change		*Must be no more than five years from the start date	

Budget Information (If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition)

Requisition No.	Budget Number	Resource Name	Amount
	210-9450-0-9667-8500-6262-310-9180-9905-9999-99999	9450 9667	\$ 1,812.96
			\$ 0.00
			\$ 0.00
			\$ 0.00

Contract History

	OUSD Enactment #	Exact Name of Contract	Contract Amount
Agreement	18-1477	Foster Educational Leadership Complex Project	\$90,000
Amend #	OUSD Enactment #	General Description of Reason for Amendment	Increase/Decrease Amount

OUSD Contract Originator Information

Name of OUSD Contact	Tadashi Nakadegawa, Director of Facilities Planning	Email	tadashi.nakadegawa	@ousd.org	
Site/Dept. Name	Facilities Planning and Management	Site #	918	Phone	510-535-7038

Approval and Routing (in order of approval steps)

Services above original contract cannot be provided before the amendment is fully approved and the PO amount is increased by Procurement.

	Signature - Approved	Denied - Reason	Date
1. Administrator/Manager			
2. Resource Manager (if restricted funds)			1/25/19
3. Network Superintendent/Executive Director			
4. Chief/Deputy Chief			
5. Legal (if increase takes contract above \$90,200)			
6. Superintendent, Board of Education	Signature on the legal contract		

Board Office Use: Legislative File Info.	
File ID Number	18-1826
Introduction Date	8-22-2018
Enactment Number	18-1477
Enactment Date	9/12/18 lf



OAKLAND UNIFIED
SCHOOL DISTRICT

Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent and Secretary, Board of Education
Timothy White, Deputy Chief, Facilities Planning and Management

Board Meeting Date August 22, 2018

Subject Independent Consultant Agreement Less than \$90,200 - ABC Security Services, Inc. - Foster Educational Leadership Complex Project

Action Requested Approval by the Board of Education of an Independent Consultant Agreement Less than \$90,200 between the District and ABC Security Services, Inc., Oakland, CA, for the latter to provide uniformed security guard/protection with real-time computer based Guard reporting system, in conjunction with the Foster Educational Leadership Complex Project, more specifically delineated in the Scope of Services in Exhibit "A", incorporated herein by reference as though fully set forth, commencing August 23, 2018 and concluding no later than July 31, 2019, in an amount not-to exceed \$90,000.00.

Discussion Security services will be utilized until completion of project.

LBP (Local Business Participation Percentage) 100.00%

Recommendation Approval by the Board of Education of an Independent Consultant Agreement Less than \$90,200 between the District and ABC Security Services, Inc., Oakland, CA, for the latter to provide uniformed security guard/protection with real-time computer based Guard reporting system, in conjunction with the Foster Educational Leadership Complex Project, more specifically delineated in the Scope of Services in Exhibit "A", incorporated herein by reference as though fully set forth, commencing August 23, 2018 and concluding no later than July 31, 2019, in an amount not-to exceed \$90,000.00.

Fiscal Impact Fund 21, Measure J

Attachments

- Independent Consultant Agreement including scope of work
- Consultant Proposal
- Certificate of Insurance



CONTRACT JUSTIFICATION FORM
This Form Shall Be Submitted to the Board Office
With Every Consent Agenda Contract.

Legislative File ID No.

Department: Facilities Planning and Management

Vendor Name: ABC Security Services, Inc.

Project Name: Foster Educational Leadership Complex **Project No.:** 15124

Contract Term: Intended Start: 6/1/2018 Intended End: 7/31/2019

Annual (if annual contract) or Total (if multi-year agreement) Cost: \$140,000.00

Approved by: Tadashi Nakadegawa

Is Vendor a local Oakland Business or have they meet the requirements of the

Local Business Policy? Yes (No If Unchecked)

How was this Vendor selected?

OUSD reached out to two (2) Vendors for Security Servcies, Elite & ABC Securirty. ABC was selected based on the lowest quote.

Summarize the services this Vendor will be providing.

Uniformed security guard/protection with real-time computer based Guard reporting system. Incident reporting direction to your computer or 4G cell phone, including photos, video and voice reporting.

Monday-Friday 1600 - 0800 hours.

An owners contingency of \$15,292.94 has been added. Please see attached backup documentation.

New contract amount was \$174,707.06. In order to pay vendor in a timely manor while new contract is approved and validated at Board level, a \$50,000 PO needed to be set up. This contract has been revised from \$190,000 to \$140,000 to reflect contingency and PO delta.

Was this contract competitively bid? Yes (No If Unchecked)

If No, please answer the following:

1) How did you determine the price is competitive?

This is an extension of ongoing services.

2) Please check the competitive bid exception relied upon:

- Educational Materials**
- Special Services** contracts for financial, economic, accounting, legal or administrative services
- CUPCCAA Exception** (Uniform Public Construction Cost Accounting Act)
- Professional Service Agreements** of less than \$90,200 (increases a small amount on January 1 of each year)
- Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
- Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternative energy supply sources)
- Emergency** contracts
- Technology** contracts
 - electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$86,000 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
 - contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
 - Western States Contracting Alliance Contracts (WSCA)
 - California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
- "Piggyback" Contracts** with other governmental entities
- Perishable Food**
- Sole Source**
- Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price
- Other, please provide specific exception**

3) **Not Applicable - no exception - Project was competitively bid**

INDEPENDENT CONSULTANT AGREEMENT
FOR PROFESSIONAL SERVICES
Less than \$90,200

This Independent Consultant Agreement for Professional Services ("Agreement") is made and entered into as of the **25th day of July 2018**, by and between the **Oakland Unified School District** ("District") and **ABC Security Services, Inc.** ("Consultant"), (together, "Parties").

WHEREAS, the District is authorized to contract with and employ any persons for the furnishing of special and professional services and advice if those persons are specially trained and experienced and competent to perform the services required;

WHEREAS, the District is in need of such services and advice and the Consultant warrants that it is specially trained, licensed and experienced and competent to perform the services required by the District;

WHEREAS, the Consultant agrees to perform the services described in this Agreement in accordance with the standards of its profession, to District's satisfaction, and in accordance with this Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** Consultant shall furnish to the District the following services, as more fully described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services"):

Scope of Services to provide uniformed security guard protection with real-time computer based Guard reporting system. Incident reporting direction to your computer or 4G cell phone, including photos, video and voice reporting.

2. **Term.** Consultant shall commence providing Services under this Agreement on **August 23, 2018**, and will diligently perform as required and complete performance by **July 31, 2019**, unless this Agreement is terminated and/or otherwise cancelled prior to that time. This Agreement may be extended upon mutual approval of both parties in writing on an annual basis to the extent permissible under applicable law.
3. **Submittal of Documents.** The Consultant shall not commence the Services under this Contract until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

<input checked="" type="checkbox"/> Signed Agreement	<input checked="" type="checkbox"/> W-9 Form
<input checked="" type="checkbox"/> Insurance Certificates & Endorsements	<input checked="" type="checkbox"/> Workers' Compensation Certificate
<input checked="" type="checkbox"/> Debarment Certification	Other: _____
<input checked="" type="checkbox"/> Fingerprinting/Criminal Background Investigation Certification	

4. **Compensation.** District agrees to pay Consultant for Services satisfactorily rendered pursuant to this Agreement, a fixed fee of **NINETY THOUSAND, DOLLARS NO/100 (\$90,000.00)**, paid monthly in proportion to Services performed.

- 4.1. District shall pay Consultant for all undisputed amounts in installment payments within thirty (30) days after the Consultant submits an invoice to the District for Services actually completed and after the District's written approval of the Services, or the portion of the Services for which payment is to be made (such approval not to be unreasonably withheld or delayed).

- 4.2. Any disputed Invoiced amount which cannot be resolved in good faith between the Parties within fifteen (15) business days shall be resolved in accordance with Section 25 below.
5. **Expenses.** Expenses will not be charged for Consultant's performance of these Services.
6. **Materials.** Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.
7. **Local, Small Local and Small Local Resident Business Enterprise (L/SL/SLRBE) Program:** Consultant shall comply with the requirements of District's L/SL/SLRBE Program, as applicable, which may require a fifty percent (50%) mandatory minimum local participation requirement in the performance of this Agreement. A copy of the District's Local Business Participation Policy can be obtained on the District's website, at www.ousd.k12.ca.us, under District Services, Facilities Planning & Management Department, Bids and Requests for Proposals.
8. **Independent Contractor.** Consultant, in the performance of this Agreement, shall be and act as an independent contractor. Consultant understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees. In the performance of the Services herein contemplated, Consultant shall have the sole authority for controlling and directing the performance of the details of the work, District being interested only in the results obtained.
9. **Performance of Services / Standard of Care.**
- 9.1. **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts. Consultant's Services will be performed with due care and in accordance with applicable law, code, rule, regulation, and/or ordinance.
- 9.1.1. Consultant hereby represents that it possesses the necessary professional capabilities, qualifications, licenses, skilled personnel, experience, expertise, and financial resources, and it has available and will provide the necessary equipment, materials, tools, and facilities to perform the Services in an efficient, professional, and timely manner in accordance with the terms and conditions of the Agreement.
- 9.1.2. Consultant shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Services, and Consultant understands that the District relies upon such professional quality, accuracy, completeness, and coordination by Consultant in performing the Services.
- 9.1.3. Consultant shall ensure that any individual performing work under the Agreement 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.
- 9.1.4. Consultant shall carefully study and compare all documents, findings, and other instructions and shall at once report to District, in writing, any error, inconsistency, or

omission that Consultant or its employees may discover. Consultant shall use professional efforts in identifying any errors, inconsistencies, or omissions.

- 9.1.5. Any representations, recommendations, opinions or conclusions relating to the Services provided by Consultant must be made in writing by duly authorized representatives of Consultant.
- 9.2. **Meetings.** Consultant and District agree to participate in regular meetings to discuss strategies, timetables, implementations of services, and any other issues deemed relevant to the operation of Consultant's performance of Services.
- 9.3. **District Approval.** The work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.
10. **Originality of Services.** Except as to standard generic details, Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such services.
11. **Copyright/Trademark/Patent.** Consultant understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District (specifically excluding any underlying pre-existing intellectual property). District may, with Consultant's prior written consent, use Consultant's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
12. **Termination.**
- 12.1. **For Convenience by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three (3) calendar days after the day of mailing, whichever is sooner.
- 12.2. **For Convenience by Consultant.** Consultant may, upon sixty (60) days notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this sixty (60) day notice period is acceptable so that the District can attempt to procure the Services from another source.
- 12.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
- 12.3.1. material violation of this Agreement by the Consultant; or
- 12.3.2. any act by Consultant exposing the District to liability to others for personal injury or property damage; or

- 12.3.3. Consultant is adjudged a bankrupt, Consultant makes a general assignment for the benefit of creditors or a receiver is appointed on account of Consultant's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and, unless within three (3) calendar days after that notice the condition or violation shall cease or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required Services from another Consultant. If the expense, fees, and/or costs to the District exceeds the cost of providing the Services pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

- 12.4. Upon termination, Consultant shall provide the District with all documents produced maintained or collected by Consultant pursuant to this Agreement, whether or not such documents are final or draft documents.

13. Indemnification. To the furthest extent permitted by California law, Consultant shall indemnify, and hold harmless the District, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("the Indemnified Parties") from any and all claims, arising out of, pertaining to or relating to the negligence, recklessness, errors or omissions, or willful misconduct of Consultant. Consultant shall, to the fullest extent permitted by California law, defend the Indemnified Parties at Consultant's own expense, including attorneys' fees and costs, from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Consultant. The District shall have the right to accept or reject any legal representation that Consultant proposes to defend the Indemnified parties.

14. Insurance.

- 14.1. Consultant shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

14.1.1. **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that insure against all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising from Consultant's performance of any portion of the Services. (Form CG 0001 and CA 0001)

14.1.2. **Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Consultant shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

14.1.3. **Professional Liability (Errors and Omissions).** Professional Liability (Errors and Omissions) Insurance as appropriate to the Consultant's profession.

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance , Including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Each Occurrence General Aggregate	\$ 1,000,000 \$ 2,000,000
Automobile Liability Insurance - Any Auto Each Occurrence General Aggregate	\$ 1,000,000 \$ 2,000,000
Professional Liability	\$ 1,000,000
Workers Compensation	Statutory Limits
Employer's Liability	\$ 1,000,000

14.2. **Proof of Carriage of Insurance.** Consultant shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage's have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

14.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."

14.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

14.2.3. An endorsement stating that the District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insureds under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Consultant's insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.

14.2.4. All policies except the Professional Liability, Workers' Compensation, and Employers' Liability Insurance shall be written on an occurrence form.

14.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.

15. **Assignment.** The obligations of the Consultant pursuant to this Agreement shall not be assigned by the Consultant.

16. **Compliance with Laws.** Consultant shall observe and comply with all applicable rules and regulations of the governing board of the District and all applicable federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Consultant observes that any of the Services required by this Agreement are at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Consultant's receipt of a written termination notice from the District. If Consultant

knowingly performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising therefrom.

17. **Certificates/Permits/Licenses/Registration.** Consultant and all Consultant's employees or agents shall secure and maintain in force such certificates, permits, licenses and registration as are required by law in connection with the furnishing of Services pursuant to this agreement.
18. **Safety and Security.** Consultant is responsible for maintaining safety in the performance of this Agreement. Consultant shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
19. **Employment with Public Agency.** Consultant, if an employee of another public agency, agrees that Consultant 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.
20. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status and therefore the Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, the Consultant agrees to require like compliance by all its subcontractor(s).
21. **Fingerprinting of Employees.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Consultant's performing of any portion of the Services. Although District has determined that fingerprinting is not applicable to this Agreement, Consultant expressly acknowledges that the following conditions shall apply to any work performed by Consultant and/or Consultant's employees on a school site:
 - 21.1. All site visits shall be arranged through the District;
 - 21.2. Consultant and Consultant's employees shall inform District of their proposed activities and location at the school site, allowing District time to arrange site visits without a disruption to the educational process;
 - 21.3. Consultant and/or Consultant's employees shall check in with the school office each day immediately upon arriving at the school site;
 - 21.4. Once at such location, Consultant and Consultant's employees shall not change locations without contacting the District;
 - 21.5. Consultant and Consultant's employees shall not use student restroom facilities; and
 - 21.6. If Consultant and Consultant's employees find themselves alone with a student, Consultant and Consultant's employees shall immediately contact the school office and request that a member of the school staff be assigned to the work location.
22. **Audit.** Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter.

Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.

23. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
24. **District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors.** The District may evaluate the Consultant in any manner which is permissible under the law. The District's evaluation may include, without limitation:
- 24.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance.
- 24.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).
25. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
26. **Disputes:** In the event of a dispute between the parties as to performance of the Services, the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute in good faith. Pending resolution of the dispute, Consultant agrees it will neither rescind the Agreement nor stop the performance of the Services, but will allow determination by the court of the State of California, in the county in which the District's administration office is located, having competent jurisdiction of the dispute. Disputes may be determined by mediation if mutually agreeable, otherwise by litigation. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Consultant shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Consultant's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Consultant submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.
27. **Confidentiality.** The Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
28. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or

deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

Oakland Unified School District	ABC Security Services, Inc.
Facilities Planning & Management	PO Box 1709
955 High Street	Oakland, CA 94604
Oakland, CA 94601	Tel: 510-862-0680
Tel: 510-535-7038; Fax: 510-535-7082	Attn: Becky Hicklin
ATTN: Timothy White	

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

- 29. Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
- 30. California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the District's administration offices are located.
- 31. Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
- 32. Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
- 33. Incorporation of Recitals and Exhibit.** The Recitals and exhibit attached hereto are hereby incorporated herein by reference.
- 34. Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.
- 35. Authority to Bind Parties.** Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.
- 36. Attorney's Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
- 37. Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.

38. Calculation of Time. For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.

39. Signature Authority. Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered to enter into this Agreement.

40. Counterparts. This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion: The District certifies to the best of its knowledge and belief, that it and its officials: are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List.
<https://www.sam.gov/portal/public/SAM>



Tadashi Nakadegawa
Deputy Chief, of Facilities Planning & Management

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below:

OAKLAND UNIFIED SCHOOL DISTRICT

Aimee Eng 9/13/18
Aimee Eng, President, Board of Education Date
Kyla Johnson-Trammell 9/13/18
Kyla Johnson-Trammell, Superintendent & Secretary, Board of Education Date
Timothy White _____
Timothy White, Deputy Chief, Facilities Planning and Management Date

APPROVED AS TO FORM:

[Signature] 8/20/18
OUSD Facilities Legal Counsel Date

CONSULTANT

[Signature] Ana Chretien, President & Owner August 17, 2018
Date

Information regarding Consultant:

Consultant: ABC Security Service, Inc.
License No.: PPO 6773
Address: 1840 Embarcadero, Oakland CA 94608

Telephone: 510-436-0666
Facsimile: 510-534-1869
E-Mail: ana@abcsecurityservice.com

Type of Business Entity:
 Individual
 Sole Proprietorship
 Partnership
 Limited Partnership
 Corporation, State: California
 Limited Liability Company
 Other: _____

94-2816005
Employer Identification and/or
Social Security Number
NOTE: United States Code, title 26, sections 6041 and 6109 require non-corporate recipients of \$600 or more to furnish their taxpayer identification number to the payer. The United States Code also provides that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these rules, the District requires your federal tax identification number or Social Security number, whichever is applicable.

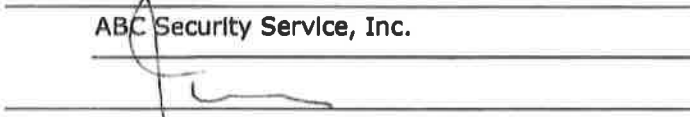
WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.
- b. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Date: August 15, 2018
Proper Name of Consultant: ABC Security Service, Inc.
Signature: 
Print Name: Ana G. Chretien.
Title: President & Owner

(In accordance with Article 5 - commencing at section 1860, chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

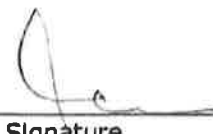
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND
VOLUNTARY EXCLUSION**

The undersigned is aware of and hereby certifies that neither ABC Security Services, Inc. ("Consultant") nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Further, the undersigned agrees to include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts.

Where the Consultant or any lower participant is unable to certify to this statement, it shall attach an explanation hereto.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal of the above named Consultant on the 15th day of August 2018 for the purposes of submission of this Agreement.

By:



Signature

Ana G. Chretien

Typed or Printed Name

President & Owner

Title

ABC Security Service - Request for Waiver of Agency Letter Requirement for OUSD Site Security Services

August 8, 2018

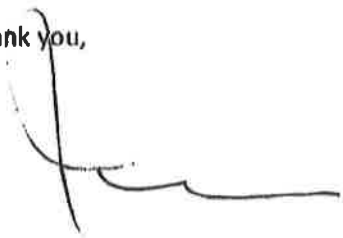
To: Oakland Unified School District Staff; Max Robinson, III, Paul Orr, Juanita Hunter and JaQuan Cornish

We are writing this document in order to request a waiver of the Agency Letter Requirement since our guards have no contact with students and are present after school hours.

All our guards have the full set Livescan fingerprints done in order to get their guard card so the requirement for the ATI Numbers does not seem to be applicable.

Please let me know if there is anything else I need to submit in order to obtain the Waiver.

Thank you,

A handwritten signature in black ink, appearing to read 'Ana Chretien', with a long horizontal stroke extending to the right.

Ana Chretien, President & Owner of ABC Security Service, Inc.

FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

One of the three boxes below **must** be checked, with the corresponding certification provided, and this form attached to the Independent Consultant Agreement for Professional Services ("Agreement"):

- Consultant's employees will have only limited contact, if any, with District pupils and the District will take appropriate steps to protect the safety of any pupils that may come in contact with Consultant's employees so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Consultant for the services under this Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District. (Education Code § 45125.1 (c))

Date: _____

District Representative's Name and Title: _____

District Representative's Signature: _____

- The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Consultant's services under this Agreement and Consultant certifies its compliance with these provisions as follows: *"Consultant certifies that the Consultant has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Consultant's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Consultant, who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto."*

- Consultant's services under this Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility and although all Employees will have contact, other than limited contact, with District pupils, pursuant to Education Code section 45125.2 District shall ensure the safety of the pupils by at least one of the following as marked:

- The installation of a physical barrier at the worksite to limit contact with pupils.
- Continual supervision and monitoring of all Consultant's on-site employees of Consultant by an employee of Consultant, _____, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.
- Surveillance of Employees by District personnel.

Date: _____


District Representative's Name and Title: _____

District Representative's Signature: _____

I am a representative of the Consultant entering into this Agreement with the District and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Consultant.

Date: 08/15/2018

Name of Consultant: ABC Security Service, Inc.

Signature: 

Print Name and Title: Ana G. Chretien, President & Owner

EXHIBIT "A"
DESCRIPTION OF SERVICES TO BE PERFORMED BY CONSULTANT

SCOPE OF SERVICES

Vendor provides uniform security guard/protection with real-time computer based Guard reporting system. Incident reporting direction to your computer or 4G cell phone, including photos, video and voice reporting.

7/11/18



COST PROPOSAL

PROFESSIONAL SERVICE CONTRACT PROPOSED QUOTATION

ABC Security Service, Inc. has reviewed the conditions and the requirements and pursuant to the information received, rate for providing service looks as follows:

Schedule: Monday – Friday: 1530 - 0700 Hours (1550Hours)
Saturday –Sunday:0700 – 0700 Hours (2400 Hours)

June 1, 2018 to December 31, 2018

Uniformed Security Guard

ABC Security Service will provide uniformed security guard/protection with real –time computer based Guard reporting system.

January 1, 2019 to July 31, 2019

Uniformed Security Guard Rate: \$ 22.89 (Straight Time)

Note: If there will not be any restrooms provided by client, ABC Security Service will be obligated to provide portable toilet for security guard on site and will charge client \$170/month.

(Please note that Overtime only applies to select Holidays and special requests that would require the on-duty officer to work beyond his/her normal hour shift.)

Rates include all mandatory Union Items such as Health Care (we provide Kaiser) Vacation and Paid Sick Leave requirements as well as Uniform Cleaning.



DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information			
Project Name	Foster Educational Leadership Complex Project	Site	310
Basic Directions			
Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.			
Attachment Checklist	<input type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider		

Contractor Information							
Contractor Name	ABC Security Services, Inc.	Agency's Contact	Becky Hicklin				
OUSD Vendor ID #	1007269	Title	Project Manager				
Street Address	1840 Embarcadero	City	Oakland	State	CA	Zip	94606
Telephone	510-862-0680	Policy Expires					
Contractor History	Previously been an OUSD contractor? x Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes x No				
OUSD Project #	15124						

Term			
Date Work Will Begin	8-23-2018	Date Work Will End By <small>(not more than 5 years from start date)</small>	7-31-2019

Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$ 40 ,000.00
Pay Rate Per Hour (if Hourly)	\$	If Amendment, Changed Amount	\$
Other Expenses		Requisition Number	

Budget Information				
If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.				
Resource #	Funding Source	Org Key	Object Code	Amount
9799	Fund 21, Measure B	210-9799-0-9687-8500-6262- 310-9180-9905-9999-9999	6262	\$ 40 ,000.00

Approval and Routing (in order of approval steps)				
Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.				
	Division Head	Phone	510-535-7038	Fax 510-535-7082
1.	Director, Facilities Planning and Management			
	Signature	Date Approved	7/30/18	
2.	General Counsel, Department of Facilities Planning and Management			
	Signature	Date Approved	8/20/18	
3.	Deputy Chief, Facilities Planning and Management			
	Signature	Date Approved		
4.	Senior Business Officer, Board of Education			
	Signature	Date Approved		
5.	President, Board of Education			
	Signature	Date Approved		