

Board Office Use: <b>Legislative File Info.</b>	
File ID Number	16-0900
Introduction Date	04/27/2016
Enactment Number	
Enactment Date	



OAKLAND UNIFIED  
SCHOOL DISTRICT

*Community Schools, Thriving Students*

# Memo

**To** Board of Education

**From** Hitesh Haria, COO  
Jacqueline Minor, General Counsel

**Board Meeting Date** April 27, 2016

**Subject** **AMENDMENT TO AGREEMENT WITH ELITE SECURITY SERVICES**

**Action Requested** **Approval of Amendment to Agreement with Elite Security Services**

**Background and Discussion** This Amendment is entered into between the District (OUSD) and Elite Security to provide security at the site of the Central Kitchen pending resumption of the construction project. Elite Security is providing security because of vandalism at the site and in keeping with commitments made to the immediate West Oakland Community. The amendment is for additional \$109,200, for a total contract amount of \$193,200. The term of the amendment is January 1, 2016 to March 1, 2017.

**Recommendation** **Approval of Amendment to Agreement with Elite Security Services**

**Fiscal Impact** Funding resource name: Measure J – not to exceed \$109,200

**Attachments**

- Amendment
- Agreement



## AMENDMENT NO. 1 TO INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES – THE CENTER PROJECT (formally known as Foster Elementary School Central Commissary)

This Amendment is entered into between the Oakland Unified School District (OUSD) and Elite Security. OUSD entered into an Agreement with CONTRACTOR for services on October 14, 2015, and the parties agree to amend that Agreement as follows:

1. **Services:** The scope of work is unchanged. ☒ The scope of work has changed.  
**If scope of work changed:** Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary. Attach revised scope of work.  
 The CONTRACTOR agrees to provide the following amended services: Additional Security Services for the period from January 1, 2016 to March 1, 2017 at the site of the Central Kitchen construction project

2. **Terms (duration):** 1/1/2016 to 3/1/ 2017

3. **Price:** ☒ The contract price has changed. Increase: \$109,200

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. **Amendment History:**

☒ There are no previous amendments to this Agreement. ☐ This contract has previously been amended as follows:

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
			\$

6. **Approval:** Approve Amendment No. 1 -- Approval by the Board of Education of the amendment to the Agreement with Elite Security Services to provide security at the site of the Central Kitchen pending resumption of the construction project in an amount not to exceed an additional \$109,200, for a total contract amount of \$193,200.

### OAKLAND UNIFIED SCHOOL DISTRICT

### CONTRACTOR

James Harris, President,  
Board of Education

Date

Contractor Signature

Date

Antwan Wilson, Superintendent  
Secretary, Board of Education

Date

Print Name, Title

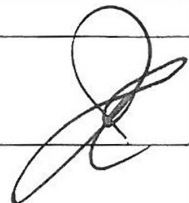
OAKLAND UNIFIED SCHOOL DISTRICT  
Office of General Counsel  
APPROVED FOR FORM & SUBSTANCE  
By:   
Attorney at Law

Oakland Unified School District  
Department of Facilities Planning & Management

Request for Signature

To: Tadashi Nakadegawa 

Roland Broach 

From: John Esposito 

Date: April 19, 2016

Project Name: The Center

Project Number: #13133

Type of Documents: Agreement Request

Reason for Request: Elite Security – security for Project

Project Manager Recommendation: Please approve

This item was submitted and approved on 12/15/15.  
Requested to revise and resubmit

**OAKLAND UNIFIED SCHOOL DISTRICT**  
**Department of Facilities Planning and Management**  
**AGREEMENT REQUEST FORM**

DATE SUBMITTED: 12/14/2015

SUBMITTED BY: John Esposito

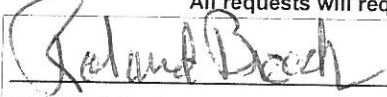
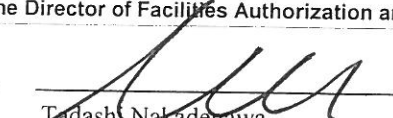
**SECTION I. TYPE OF AGREEMENT (PLEASE CHECK ONE BOX)**

1.a) Architects (and Engineers) RFQ / RFP	<input type="checkbox"/>	4.c) Lease Leaseback - FACILITIES AND SITE LEAS	<input type="checkbox"/>
1.b) Architects (and Engineers) Agreement	<input type="checkbox"/>	5.) Contract for repairs, maintenance or small construction projects (CUPCCAA or under \$45k)	<input type="checkbox"/>
2.) Architect Agreement Short Form	<input type="checkbox"/>	6.) Piggy-Back (High Performance Modulars)	<input type="checkbox"/>
3.a) Independent Contractor Agreement RFQ / RF	<input type="checkbox"/>	7.) Modular Lease (portable kitchens, classrooms, etc.)	<input type="checkbox"/>
3.b) Independent Contractor Agreement (IOR, Testing, GeoTech)	<input type="checkbox"/>	8.) Resolution Awarding Bid and Construction Contract	<input type="checkbox"/>
3.c) Independent Contractor Agreement (Environmental, Hazmat, CEQA)	<input checked="" type="checkbox"/>	9.) Purchase Order	<input type="checkbox"/>
4.a) Lease Leaseback - RFP / RFQ	<input type="checkbox"/>	10.) Change Order	<input type="checkbox"/>
4.b) Lease Leaseback - PRECONSTRUCTION SERVICES	<input type="checkbox"/>	11.) Amendment to Agreement for Professional Services Amendment #:	<input type="checkbox"/>

**SECTION II. LOCAL BUSINESS PARTICIPATION PERCENTAGE**

Local Business	Small Local Business	Small Local Resident Business	Total Percentage
100.00%	0.00%	0.00%	100.00%

All requests will require Deputy Chief's and the Director of Facilities Authorization and Signature

	4-22-16		4/22/2016
Roland Broach	Date	Tadashi Nakadegawa	Date
Executive Director of B C & G		Facilities Director	

**SECTION III. AGREEMENT INFORMATION:**

Project Name:	Foster Central Commissary	Project No:	13133
Vendor Name:	Elite Security Services	Vendor Contact:	Ron Muhammad
Vendor Phone Number:	(510) 927-6709	Vendor Mailing Address:	1143 10th Stret Oakland, CA 94607
Agreement Start and Stop Dates:	Start: 3/1/2016 Stop: 3/1/2017	Amounts:	Current Contract Amount: \$0.00 Not to Exceed Amount: \$109,200.00 Revised Contract Amount: \$0.00

**For Construction Contracts >\$25,000, please provide or attach the following (as applicab**

- 1) Number of Bids Received, List of Bidders and Amounts (Bid Form) *(Attach Bid Documents)*
- 2) Date(s) of Bid Advertisement -
- 3) Date of Bid Opening -
- 4) Name of Architect - CAW Architects
- 5) DIR Contractor/Subcontractor registration #
- 6) Duration:
- 7) Number of Phases \_\_\_\_\_
- 8) Liquidated damages per day - \$

**Scope of Work:** *(Needed to prepare Executive Summary)*  
 Security services for the Foster School until further notice.

Please attach separately along with Vendor's proposal.

**Discussion Info:** *(Needed to prepare Executive Summary)* (Provide detailed background - Why is contract required and what is the benefit to students) - Add additional pages as needed  
With the closing of the Foster School on 6/26/15 and the start of construction still a question as to a start date security of the site is to continue until further notice or when construction starts. The security patrol is to prevent break ins of the school while being closed.

Funding Source:

Budget Number:

**OAKLAND UNIFIED SCHOOL DISTRICT**  
**Department of Facilities Planning and Management**  
**AGREEMENT REQUEST FORM**

**SECTION IV. L/LS/SLRBE - RATIONAL FOR NON COMPLIANCE CHECK LIST**

1.)	<b>Specialty Service:</b> This contractor provides a unique / specialty service that is currently not available from a certified L/S/SLRBE. Government Code § 53060 / school districts may contract without bidding for, "special services and advice in financial, economic, accounting, .. legal, or administrative matters if such persons are specially trained and experienced and competent to perform the special services required."	✓
2.)	<b>District Discretion</b> under L/SL/SLRBE due to lack of certified firms at time of bid: If at least three L/SL/SLRBEs are not certified, then the requirement may, subject to the discretion of the District, be waived, or the 20% requirement may be re-set from 19 % to 0%, depending on the particular circumstances at time of bid.	
3.)	<b>Futility:</b> It would be futile to require that the contract be subjected to the L/SL/SLRBE due to (circle one) COST / TIME CONSTRAINTS / NO CERTIFIED BIDDERS. California law provides that "[w]here competitive proposals work an incongruity and are unavailing as affecting the final result or where they do not produce any advantage...the statute requiring competitive bidding does not apply." (Hiller v. City of Los Angeles (1961) 197 Cal. App. 2d 685, 694.)	
4.)	<b>Field Test</b> / (1) In order that a field test or experiment may be made to determine the product's suitability for future use. PUBLIC CONTRACT CODE SECTION 3400-3410	
5.)	<b>Product Match</b> /(2) In order to match other products in use on a particular public improvement either completed or in the course of completion. PUBLIC CONTRACT CODE SECTION 3400-3410	
6.)	<b>Sole Source</b> / (3) In order to obtain a necessary item that is only available from one source. PUBLIC CONTRACT CODE SECTION 3400-3410	
7.)	<b>Emergency Repair</b> / (4) (A) In order to respond to an emergency declared by a local agency, but only if the declaration is approved by a four-fifths vote of the governing board of the local agency issuing the invitation for bid or request for proposals. PUBLIC CONTRACT CODE SECTION 3400-3410 / See also: Public Contract Code Section 1102. "Emergency," as used in this code, means a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services.	

Board Preparation – Bullet points  
Business Operations:

Department: Facilities Planning & Management

Project Name: Foster

Project Manager: John Esposito

**Legistar #** (*Contract Analyst*):

**Board Date** (*Contract Analyst*):

What is this for? Security Guard Services at Foster

Why is this item necessary? This was set as a requirement by Jacqueline

**Approximate cost: 109,200.00**

History of the purchase of this item/service:

- ? What did we do last year? Security was provided for the project last year
- ? Are we doing it differently this year? If yes, then why? No
- ? Are there any savings or efficiencies? No

Issues:

- ? Are there any issues that we need to be aware of? No
- ? Are we aware of any prior issues with the Board Members on this item? No prior issues.

Miscellaneous:

- ? Is there any communication plan necessary for this item? No
- ? Any key statistics on this item? No
- ? Is there anything else I need to know about/beware of for this item? No

Responses:



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

**Legislative File ID No.** \_\_\_\_\_

**Department:** Facilities Planning & Management

**Vendor Name:** Elite Security

**Project Name:** Foster - Central Commissary

**Project No.:** 13133

**Contract Term:** Start Date: \_\_\_\_\_

End Date: \_\_\_\_\_

**Annual (if annual contract) or Total (if multi-year agreement) Cost:** \$109,200.00

**Approved by:** \_\_\_\_\_

**Is Vendor a local Oakland Business or have they meet the requirements of the Local Business Policy?** Yes ☐ No ☐

**Why was this Vendor selected?**

This is a continuation of the present security at the Foster Building until the contractor takes over the site at the start of construction.

**Summarize the services this Vendor will be providing.**

Vendor will provide security services of site.

**Was this contract competitively bid?** Yes ☐ No ☒

If No, answer the following:

1) How did you determine the price is competitive?

The contractor is a local West Oakland resident and business owner and was selected by Legal Counsel and Facilities Interim Deputy.

**OAKLAND UNIFIED SCHOOL DISTRICT**  
**Department of Facilities Planning and Management**  
**AGREEMENT REQUEST FORM**

DATE SUBMITTED: 12/14/2015

SUBMITTED BY: John Esposito

**SECTION I. TYPE OF AGREEMENT (PLEASE CHECK ONE BOX)**

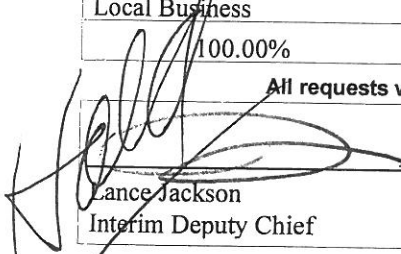
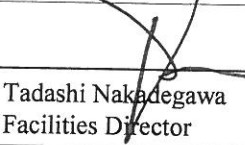
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1.b) Architects (and Engineers) Agreement	<input type="checkbox"/>	5.) Contract for repairs, maintenance or small construction projects (CUPCCAA or under \$45k)	<input type="checkbox"/>
2.) Architect Agreement Short Form	<input type="checkbox"/>	6.) Piggy-Back (High Performance Modulares)	<input type="checkbox"/>
3.a) Independent Contractor Agreement RFQ / RF	<input type="checkbox"/>	7.) Modular Lease (portable kitchens, classrooms, etc.)	<input type="checkbox"/>
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3.c) Independent Contractor Agreement (Environmental, Hazmat, CEQA)	<input checked="" type="checkbox"/>	9.) Purchase Order	<input type="checkbox"/>
4.a) Lease Leaseback - RFP / RFQ	<input type="checkbox"/>	10.) Change Order	<input type="checkbox"/>
4.b) Lease Leaseback - PRECONSTRUCTION SERVICES	<input type="checkbox"/>	11.) Amendment to Agreement for Professional Services	<input type="checkbox"/>

Amendment #: 1

**SECTION II. LOCAL BUSINESS PARTICIPATION PERCENTAGE**

Local Business	Small Local Business	Small Local Resident Business	Total Percentage
100.00%	0.00%	0.00%	100.00%

All requests will require Deputy Chief's and the Director of Facilities Authorization and Signature

 Lance Jackson Interim Deputy Chief	<u>12/15/15</u> Date	 Tadashi Nakadegawa Facilities Director	<u>12/14/15</u> Date
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**SECTION III. AGREEMENT INFORMATION:**

Project Name:	Foster Central Commissary	Project No:	13133
Vendor Name:	Elite Security Services	Vendor Contact:	Ron Muhammad
Vendor Phone Number:	(510) 927-6709	Vendor Mailing Address:	1143 10th Stret Oakland, CA 94607
Agreement Start and Stop Dates:	Start: 1/1/2016 Stop: 6/30/2016	Amounts:	Current Contract Amount: <u>\$133,000.00</u> Not to Exceed Amount: \$109,200.00 Revised Contract Amount: \$0.00

**For Construction Contracts >\$25,000, please provide or attach the following (as applicab**

- 1) Number of Bids Received, List of Bidders and Amounts (Bid Form) (Attach Bid Documents)
- 2) Date(s) of Bid Advertisement -
- 3) Date of Bid Opening -
- 4) Name of Architect - CAW Architects
- 5) DIR Contractor/Subcontractor registration #
- 6) Duration:
- 7) Number of Phases
- 8) Liquidated damages per day - \$

**Scope of Work:** (Needed to prepare Executive Summary)

Please attach separately along with Vendor's proposal.

Continued security services for the Foster School until further notice.

FACILITIES PLANNING & MGMT

**Discussion Info:** (Needed to prepare Executive Summary)

(Provide detailed background - Why is contract required

and what is the benefit to students) - Add additional pages as needed

With the closing of the Foster School on 6/26/15 and the start of construction still a question as to a start date security of the site is to continue until further notice or when construction starts. The security patrol is to prevent break ins of the school while being closed.

Funding Source: Fund 21 MSRS

Budget Number: RES 9350

**RECEIVED**  
1-5-16

**OAKLAND UNIFIED SCHOOL DISTRICT**  
**Department of Facilities Planning and Management**  
**AGREEMENT REQUEST FORM**

**SECTION IV. L/LS/LSRBE - RATIONAL FOR NON COMPLIANCE CHECK LIST**

1.)	<b>Specialty Service:</b> This contractor provides a unique / specialty service that is currently not available from a certified L/S/SLRBE. Government Code § 53060 / school districts may contract without bidding for, "special services and advice in financial, economic, accounting, ... legal, or administrative matters if such persons are specially trained and experienced and competent to perform the special services required."	✓
2.)	<b>District Discretion</b> under L/SL/SLRBE due to lack of certified firms at time of bid: If at least three L/SL/SLRBEs are not certified, then the requirement may, subject to the discretion of the District, be waived, or the 20% requirement may be re-set from 19 % to 0%, depending on the particular circumstances at time of bid.	
3.)	<b>Futility:</b> It would be futile to require that the contract be subjected to the L/SL/SLRBE due to (circle one) COST / TIME CONSTRAINTS / NO CERTIFIED BIDDERS. California law provides that "[w]here competitive proposals work an incongruity and are unavailing as affecting the final result or where they do not produce any advantage...the statute requiring competitive bidding does not apply." (Hiller v. City of Los Angeles (1961) 197 Cal. App. 2d 685, 694.)	
4.)	<b>Field Test</b> / (1) In order that a field test or experiment may be made to determine the product's suitability for future use. PUBLIC CONTRACT CODE SECTION 3400-3410	
5.)	<b>Product Match</b> /(2) In order to match other products in use on a particular public improvement either completed or in the course of completion. PUBLIC CONTRACT CODE SECTION 3400-3410	
6.)	<b>Sole Source</b> / (3) In order to obtain a necessary item that is only available from one source. PUBLIC CONTRACT CODE SECTION 3400-3410	
7.)	<b>Emergency Repair</b> / (4) (A) In order to respond to an emergency declared by a local agency, but only if the declaration is approved by a four-fifths vote of the governing board of the local agency issuing the invitation for bid or request for proposals. PUBLIC CONTRACT CODE SECTION 3400-3410 / See also: Public Contract Code Section 1102. "Emergency," as used in this code, means a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services.	

## Elite Security Services

"Where you and yours are worthy of Elite care"

1143 - 10<sup>th</sup> Street  
Oakland, CA 94607  
Phone (510) 927-6709

## QUOTE- 1 GUARD

DATE: 12/11/2015

**TO:**

John Esposito  
Oakland Unified School District  
955 High Street  
Oakland, CA 94601  
410-535-7079(O)/510-535-7082(F)

**FOR:**

Private Patrol Security Services

DESCRIPTION	HOURS	RATE	AMOUNT
<b>One (1) Security Patrol Guard:</b> <b>Marcus Foster School Central Kitchen</b>  Duration: January 1, 2016 – June 30, 2016 (estimated)  Days @ 24 hours per day for 182 days	4368	\$25.00	<b>\$109,200.00</b>
TOTAL			<b>\$109,200.00</b>

*Thank you for your business!*

Board Preparation – Bullet points  
Business Operations:

Department:  
Board Date:

What is this for? Security At Foster

Why is this item necessary? A requirement by Jacqueline

**Approximate cost: \$109,200.00**

History of the purchase of this item/service:

- ? What did we do last year? NA *security was provided*
- ? Are we doing it differently this year? NA *NO*
- ? Are there any savings or efficiencies? NA *NO*

Issues:

- ? Are there any issues that we need to be aware of? No
- ? Are we aware of any prior issues with the Board Members on this item? No

Miscellaneous:

- ? Is there any communication plan necessary for this item? No
- ? Any key statistics on this item? No
- ? Is there anything else I need to know about/beware of for this item? No

Responses:



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

**Legislative File ID No.** \_\_\_\_\_

**Department:** Facilities

**Vendor Name:** Elite Security Services

**Project Name:** Security Services

**Project No.:** 13133

**Contract Term:** Start Date: 12/31/15

End Date: 5/31/16

**Annual (if annual contract) or Total (if multi-year agreement) Cost:** \$ 109,200.00

**Approved by:** Lance Jackson

**Is Vendor a local Oakland Business or have they meet the requirements of the Local Business Policy?** Yes ☒ No ☐

**Why was this Vendor selected?**

This is a continuation of the present security at the Foster building until the contractor takes over the site to start construction

**Summarize the services this Vendor will be providing.**

Security

**Was this contract competitively bid?** Yes ☐ No ☒

If No, answer the following:

1) How did you determine the price is competitive?

The contractor is a local West Oakland resident and business owner and was selected by Jacqueline and Lance to provide this service

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 \$86,000 (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 alternate 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**

Board Office Use: Legislative File Info.	
File ID Number	15- 1965
Introduction Date	10-14-2015
Enactment Number	15-1561
Enactment Date	10-14-15



OAKLAND UNIFIED  
SCHOOL DISTRICT  
Cultivating Minds. Inspiring Futures.

# Memo

**To** Board of Education

**From** Antwan Wilson, Superintendent and Secretary, Board of Education  
By: Vernon Hal, Senior Business Officer  
Lance Jackson, Interim Deputy Chief, Facilities Planning and Management

**Board Meeting Date** October 14, 2015

**Subject** Independent Contractor Agreement for Professional Services - Elite Security Services - Foster Central Commissary Project

**Action Requested** Approval by the Board of Education of an Independent Contractor Agreement for Professional Services with Elite Security Services for Security Services on behalf of the District at the Foster Central Commissary Project, in an amount not-to exceed \$84,000.00. The term of this Agreement shall commence on October 14, 2015 and shall conclude no later than December 31, 2015.

**Background** The scope of the project is to provide security services for the Foster School until further notice.

**Discussion** With the closing of the Foster School on 6-26-2015 and the start of construction still a question as to a start date, security of site is to continue until the end of the year. The security patrol is to prevent break-in of the school while being closed.

**LBP (Local Business Participation Percentage)** 100.00%

**Procurement Method** Materials, Supplies, Equipment and/or Services under the bid limit \$86,000 (2015)

**Recommendation** Approval by the Board of Education of an Independent Contractor Agreement for Professional Services with Elite Security Services for Security Services on behalf of the District at the Foster Central Commissary Project, in an amount not-to exceed \$84,000.00. The term of this Agreement shall commence on October 14, 2015 and shall conclude no later than December 31, 2015.

**Fiscal Impact** Measure J

**Attachments**

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

OAKLAND UNIFIED SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES

Foster Central Commissary Project

This Independent Contractor Agreement for Professional Services ("Agreement") is made as of the **25<sup>th</sup> day of August in the year 2015**, between the **Oakland Unified School District** ("District") and **Elite Security Services** ("Contractor") (referred to herein individually as a "Party" and collectively as the "Parties").

**WHEREAS**, the District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if those persons are specially trained and experienced and competent to perform the special services required;

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

**WHEREAS**, the Contractor 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.** The Contractor shall furnish to the District the services as described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services" or "Work"):

The scope of the project is to provide security services for the Foster School until further notice.

2. **Term.** Contractor shall commence providing services under this Agreement on **October 14, 2015**, and will diligently perform as required or requested by District as applicable. The term for these services shall expire on **December 31, 2015**. This Agreement may be extended upon mutual approval of both parties on an annual basis to the extent permissible under applicable law.
3. **Submittal of Documents.** The Contractor shall not commence the Work under this Contract until the Contractor 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"/> Workers' Compensation Certificate
<input checked="" type="checkbox"/> Insurance Certificates & Endorsements	<input type="checkbox"/> W-9 Form
<input type="checkbox"/> Bonds (as requested by District)	<input type="checkbox"/> Other: Fingerprinting
<input checked="" type="checkbox"/> Debarment Certificate	

4. **Compensation.** District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement, at the rates indicated and as more specifically described in **Exhibit "A,"** on an hourly basis and a per-item basis, as applicable, and up to a **maximum amount not-to-exceed Eighty-four thousand dollars and no cents (\$84,000.00)**. District shall pay Contractor only for all undisputed amounts in installment payments within thirty (30) days after the Contractor submits an invoice to the District for Work actually completed and after the District's written approval of the Work, or the portion of the Work for which payment is to be made.

5. **Expenses.** District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing the Work. Expenses will not be charged on the Work above the maximum not-to-exceed amount of **Zero (\$0.00)**. Rates for expenses are included on the Schedule of Fees and Charges attached hereto as **Exhibit "B"**.
6. **Materials.** Contractor shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.
7. **Independent Contractor.** Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that he/she and all of his/her 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. Contractor 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 Contractor's employees.
8. **Standard of Care.** Contractor's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to California school districts.
9. **Originality of Services.** Contractor 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 Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such services.
10. **Copyright/Trademark/Patent.** Contractor 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. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
11. **Termination.**
  - 11.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three days after the day of mailing, whichever is sooner.
  - 11.2. **Without Cause by Contractor.** Contractor may, upon sixty (60) days notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Contractor for services satisfactorily rendered to the date of termination. Written notice by Contractor shall be sufficient to stop further performance of services to District. Contractor acknowledges that this sixty (60) day notice period is acceptable so that the District can attempt to procure the Services from another source.

11.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

11.3.1. material violation of this Agreement by the Contractor; or

11.3.2. any act by Contractor exposing the District to liability to others for personal injury or property damage; or

11.3.3. Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor'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 ceases, 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 such termination, the District may secure the required services from another Contractor. If the expense, fees, and/or costs to the District exceeds the cost of providing the service pursuant to this Agreement, the Contractor shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expenses, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

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

12. **Indemnification.** To the furthest extent permitted by California law, Contractor shall, at its sole expense, defend, indemnify, and hold harmless the District, the State of California, and their agents, representatives, officers, employees, trustees, and volunteers (the "Indemnified Parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "Claims") of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and reasonable attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, work, or thing done, permitted, or suffered by the Contractor in conjunction with this Agreement, to the extent caused by the negligence or willful misconduct of Contractor, its employees or subcontractors. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the Indemnified Parties.

### 13. **Insurance.**

13.1. The Contractor 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.

13.1.1. **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 Contractor's performance of any portion of the Services. (Form CG 0001 and CA 0001)

13.1.2. **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 Contractor 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.

- 13.1.3. **Professional Liability (Errors and Omissions).** Professional Liability (Errors and Omissions) Insurance as appropriate to the Contractor's profession.

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

- 13.2. **Proof of Carriage of Insurance.** The Contractor 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:

13.2.1. 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."

13.2.2. 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.

13.2.3. An endorsement stating that the District and the State and their representatives, employees, trustees, officers, 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 Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by District.

13.2.4. All policies shall be written on an occurrence form, except for Professional Liability which shall be on a claims-made form.

- 13.3. **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.

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

15. **Compliance with Laws.** Contractor shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Contractor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.
16. **Permits/Licenses.** Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this agreement.
17. **Safety and Security.** Contractor is responsible for maintaining safety in the performance of this Agreement. Contractor 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.
18. **Employment with Public Agency.** Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
19. **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, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Contractor 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. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).
20. **Fingerprinting of Employees.** The Contractor shall comply with the provisions of Education Code section 45125.1 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees. The Contractor shall not permit any employee to have any contact with District pupils until such time as the Contractor has verified in writing to the governing board of the District that the employee has not been convicted of a felony, as defined in Education Code section 45122.1. The Contractor's responsibility shall extend to all employees, subcontractors, agents, and employees or agents of subcontractors regardless of whether those individuals are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor. Verification of compliance with this section shall be provided in writing to the District prior to each individual's commencement of employment or performing any portion of the Services and prior to permitting contact with any student.
21. **Audit.** Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Contractor 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 Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.

22. **District's Evaluation of Contractor and Contractor's Employees and/or Subcontractors.** The District may evaluate the Contractor in any manner which is permissible under the law. The District's evaluation may include, without limitation:

22.1. Requesting that District employee(s) evaluate the Contractor and the Contractor's employees and subcontractors and each of their performance.

22.2. Announced and unannounced observance of Contractor, Contractor's employee(s), and/or subcontractor(s).

23. **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.

24. **Disputes.** In the event of a dispute between the parties as to performance of Work, Agreement interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. Pending resolution of the dispute, Contractor shall neither rescind the Agreement nor stop Work.

25. **Confidentiality.** The Contractor and all Contractor'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.

26. **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**

955 High Street

Oakland, CA 94601

**Attn: Tadashi Nakadegawa**

Tel: 510-535-7038

**Contractor**

1143 10<sup>th</sup> Street

Oakland, CA 94607

**Attn: Ron Muhammad**

510-927-6709

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.

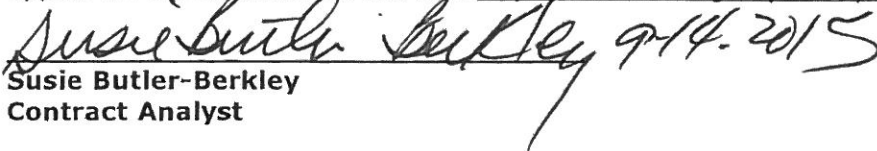
27. **Local, Small Local and Small Local Resident Business Enterprise Program (L/SL/SLRBE Program).** Contractor shall comply with the requirements of the District's L/SL/SLRBE Program, as applicable, which may require a fifty percent (50%) mandatory minimum local participation requirement in the performance of this Agreement. A copy of the District's L/SL/SLRBE Program can be obtained on the District website, at [www.ousd.k12.ca.us](http://www.ousd.k12.ca.us),

under the Facilities Planning & Management Department drop down menu, Bids and Requests for Proposals.

28. **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.
29. **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.
30. **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.
31. **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.
32. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

**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>

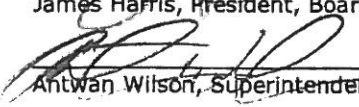
  
Susie Butler-Berkley  
Contract Analyst

ACCEPTED AND AGREED on the date indicated below:

**OAKLAND UNIFIED SCHOOL DISTRICT**

  
James Harris, President, Board of Education

9/15/15  
Date

  
Antwan Wilson, Superintendent & Secretary, Board of Education

9/15/15  
Date

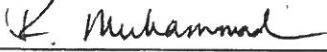
  
Lance Jackson, Interim Deputy Chief, Facilities Planning and Management

9/22/15  
Date

**CONTRACTOR**

By:

Its:



Sep. 10, 2015  
Date

**APPROVED AS TO FORM:**

  
OUSD Facilities Legal Counsel

9.22.15  
Date

File ID Number: 15-1965  
Introduction Date: 10-14-15  
Enactment Number: 15-1561  
Enactment Date: 10-14-15  
By:

**Information regarding Contractor:**

Contractor: ELITE SECURITY SERVICES EIN 39-2068420  
License No.: CONTRACTOR AFFAIRS #6283 Employer Identification and/or Social Security Number  
Address: 1143 10TH STREET  
OAKLAND, CA 94607  
Telephone: (510) 922-6709  
Facsimile: \_\_\_\_\_  
E-Mail: MR. MUHAMMAD510@HOTMAIL.COM  
Type of Business Entity:  
☐ Individual ☐ Sole  
Proprietorship  
☒ Partnership ☐ Limited  
Partnership  
☐ Limited Liability Company  
☐ Corporation, State: \_\_\_\_\_  
☐ Other: \_\_\_\_\_

**NOTE: Federal Code of Regulations sections 6041 and 6209 require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, 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 that every employer except the State shall secure the payment of compensation in one or more of the following ways:

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- 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 its 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: Sep. 10, 2015  
Proper Name of Contractor: ELITE SECURITY SERVICES  
Signature: R. Muhammad  
Print Name: Ronald Muhammad  
Title: V. Pres

(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 District prior to performing any Work under this Contract.)

Date:

Sep. 10, 2015

Name of Consultant or Company:

ELITE SECURITY SERVICES

Signature:

R. Muhammad

Print Name and Title:

Ronald Muhammad / V. Pres

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

I am aware of and hereby certify that neither ELITE SECURITY SERVICE [Type name of Contractor] 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. I further agree that I will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts.

Where the Contractor 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 Contractor on the 10th day of SEPTEMBER 2014 for the purposes of submission of this Agreement.

By:

R. Muhammad

Signature

Ronald Muhammad

Typed or Printed Name

V. Pres

Title

## Elite Security Services

"Where you and yours are worthy of Elite care"

1143 - 10<sup>th</sup> Street  
Oakland, CA 94607  
Phone (510) 927-6709

### EXHIBIT A

### QUOTE- 1 GUARD

DATE: 8/12/2015

**TO:**

John Esposito  
Oakland Unified School District  
955 High Street  
Oakland, CA 94601  
410-535-7079(O)/510-535-7082(F)

**FOR:**

Private Patrol Security Services

DESCRIPTION	HOURS	RATE	AMOUNT
<b>One (1) Security Patrol Guard: Marcus Foster School Central Kitchen</b>			
Duration: August 13, 2015 – December 31, 2015 (estimated)			
Days @ 24 hours per day for 141 days	3384	\$25.00	<b>\$84,600.00</b>
Thank you for your business!			
TOTAL			<b>\$84,600.00</b>



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/11/2015

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 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).

<b>PRODUCER</b> OONA I. JOSEPH 80 SWAN WAY, SUITE 350A OAKLAND, CA 94621	<b>CONTACT NAME:</b> <b>PHONE (A/C, No. Ext):</b> 510-633-5009 <b>E-MAIL ADDRESS:</b> oona_josephs@att.net <b>FAX (A/C, No.):</b> 866-535-4596
<b>INSURED</b> RONALD MUHAMMAD MODERN PROTECTION - DBA ELITE SECURITY 1143 10TH STREET, OAKLAND CA 94607	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> COVINGTON SPECIALTY INSURANCE COMPANY <b>INSURER B:</b> ZURICH AMERICAN INSURANCE COMPANY <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>

**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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y Y	VBA405899 00	08/10/2015	08/10/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000 OTHER \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <b>DED</b> <input type="checkbox"/> <b>RETENTION \$</b> <input type="checkbox"/>					EACH OCCURRENCE \$ AGGREGATE \$ OTHER \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WC 0093523-00	08/26/2015	08/26/2016	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Oakland Unified School District and its directors, officers, employees, agents, and representatives are listed as additionally insured.

**CERTIFICATE HOLDER****CANCELLATION**

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

OAKLAND UNIFIED SCHOOL DISTRICT  
955 HIGH STREET  
OAKLAND

CA 94601

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OAKLAND UNIFIED  
SCHOOL DISTRICT

Empowering Students. Transforming Schools.

## INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES ROUTING FORM

Project Information			
Project Name	Foster Central Commissary	Site	184
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	Elite Security Services	Agency's Contact	Ron Muhammad
OUSD Vendor ID #	V062659	Title	Project Manager
Street Address	1143 - 10 <sup>th</sup> Street	City	Oakland
Telephone	510-927-6709	State	CA
Contractor History	Previously been an OUSD contractor? x Yes <input type="checkbox"/> No	Policy Expires	Zip 94607
OUSD Project #	13133	Worked as an OUSD employee? <input type="checkbox"/> Yes x No	

Term			
Date Work Will Begin	10-14-2015	Date Work Will End By (not more than 5 years from start date)	12-31-2015

Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$84,000.00
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
9350	Measure J	1849905890	5800	\$84,000.00

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.				
1.	Division Head	Phone	510-535-7038	Fax 510-535-7082
	Director, Facilities Planning and Management			
	Signature	Date Approved	9/16/15	
2.	General Counsel, Department of Facilities Planning and Management			
	Signature	Date Approved	9-22-15	
	Interim Deputy Chief, Facilities Planning and Management			
3.	Signature	Date Approved	9/22/15	
	Senior Business Officer			
4.	Signature	Date Approved		
	President, Board of Education			
5.	Signature	Date Approved		