

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement for Professional Services ("Agreement") is made effective as of February 21, 2020 ("Effective Date"), by and between the William S. Hart Union High School District ("District"), a public school district organized and existing pursuant to State of California ("State") law, and Sterling General Security Services, Inc.

-- _____ ("Contractor"),
a corporation _____. The District and the
Contractor may be referred to herein individually as "Party" and collectively as the "Parties."

RECITALS

A. The District desires to obtain the Contractor's professional services regarding March and November 2020 Elections

("Project").

B. The Contractor represents and warrants that it has all licenses, certifications, approvals, resources, qualifications, skills, experience and other things as are necessary to fully and satisfactorily provide the below-listed services to the District as required by this Agreement.

C. The Parties have entered into this Agreement for purposes of setting forth the terms and conditions for the Contractor to perform the below-listed services for the District.

Now, in consideration of the foregoing and of the respective rights and obligations of the Parties set forth herein, the Parties agree as follows:

AGREEMENT

PART 1: SCOPE, TIMING, AND COMPENSATION FOR CONTRACTOR SERVICES

Section 1.1 Scope of Services. The scope of the services to be performed by the Contractor pursuant to this Agreement ("Scope of Services") is set forth in Exhibit "A" attached to this Agreement. In completing the Scope of Services, the Contractor shall at all times, work toward assisting the District to achieve its goals as may be determined by the Parties.

Section 1.2 Time for Services. This Agreement shall commence on February 29, 2020 and shall expire on November 4, 2020, with options to renew by written mutual consent of both Parties, for up to four additional one-year periods, or to the extent allowed by law.

Section 1.3 Compensation. The District shall pay to the Contractor, in exchange for satisfactory performance by the Contractor of the Scope of Services required pursuant this Agreement, such all-inclusive compensation as is specified in Exhibit "B" attached to this Agreement. As applicable: (i) the Contractor shall be entitled to payment as described in Exhibit "B" hereto; and/or (ii) the compensation to the Contractor shall be based on the "Hourly Rate Schedule" set forth in Exhibit "B" hereto. Such compensation shall be payable by monthly invoicing submitted to the District by the Contractor. The District shall pay undisputed invoices within thirty (30) days of receipt from the Contractor. The District may, within fifteen (15) days of receipt of a payment request from Contractor.

reasonably request additional information and supporting documentation, in which case the District's time to pay the pending invoice shall be extended by an amount of time equal to the time in which it takes the Contractor to submit such information and/or documentation.

PART 2: CONTRACTOR STATUS AND ADMINISTRATION OF AGREEMENT

Section 2.1 Independent Contractor. The Contractor is, for any and all purposes of or related to this Agreement, an independent contractor to the District. In no circumstances shall the Contractor, or any officer, employee or agent of the Contractor, be deemed or construed to be an officer, employee or agent of the District on account of this Agreement. The Contractor shall at all times conduct its activities in a manner consistent with its status as an independent contractor to the District, and, except as provided in this Agreement, the Contractor shall have the right to determine the methods, means and mechanisms by which it shall perform the Scope of Services. The Contractor shall not suffer or permit any third party (whether person or entity) to continue in any apparent belief that the Contractor or any of the Contractor's officers, employees or agents, is an officer, employee, or agent of the District. The Contractor shall be responsible for ensuring compliance with all laws related to its employees including, without limitation, laws relating to workers' compensation and, if applicable, payment of prevailing wages. The compensation payable to Contractor hereunder shall not be increased as a result of any costs incurred by Contractor that are attributable to such compliance.

Section 2.2 Authorized Representatives. The Contractor shall designate in writing to the District one person from its staff ("Contractor Representative"), who (except as provided in Section 6.3 herein, if a different person is designated for purposes of Part 6 herein) shall be: (i) the District's sole contact person for the entity he or she represents; and (ii) responsible for and conduct any and all communications and other interactions between the entity he or she represents and the District. The Contractor shall delegate to the Contractor Representative all authority required to make any and all decisions on behalf of the Contractor relating to the administration of this Agreement and the performance of the Scope of Services. The Contractor Representative shall provide to the District their respective names, titles, telephone numbers and other contact information. At all times prior to full completion of this Agreement and the Scope of Services, the Contractor Representative shall be reasonably available to District representatives, by telephone, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, and at such other times as they and the District may agree.

Section 2.3 District Rules, Policies, and Other Requirements. If, at any time prior to completion of the Scope of Services, the District determines that there possibly might be more than limited contact between the Contractor's personnel and any minor-aged District student, the District may, in its sole discretion, require that the Contractor complies with the requirements of Education Code Section 45125.1, regardless of whether such requirements are otherwise applicable. In such event, the Contractor, at its sole cost and expense, and without additional compensation from the District, shall comply with all California Department of Justice guidelines and requirements with respect to fingerprinting of the Contractor's officers, employees, agents, or other representatives who will or might be present on or at any District facility. Moreover, the Contractor, and Contractor's employees, agents, and representatives shall comply with all District rules, policies, or other requirements applicable to presence on District property including, but not limited to, policies regarding discrimination and the use of drugs, alcohol, and tobacco.

Section 2.4 Prohibited Interests. Contractor agrees to sign the Noncollusion Declaration attached hereto as Exhibit "C."

Section 2.5 Contractor Capability. The Contractor represents and warrants that: (i) it has any and all licenses as are required by law to permit the Contractor to enter into this Agreement and perform the Scope of Services; (ii) any and all persons who will provide or perform the Scope of Services, including, without limitation, the Contractor's employees, shall have the technical expertise and experience required to perform the Scope of Services in an efficient and timely manner; and (iii) the Contractor has sufficient financial, personnel and other resources to adequately and timely perform the Scope of Services as required pursuant to this Agreement. Upon request of the District, the Contractor shall remove from the site of the Project, and prevent from performing any of the Scope of Services, any person whom the District has determined is not performing the Scope of Services in a reasonable manner or is a threat to the safety of any person(s) or property, and the Contractor shall not thereafter use such person for or in connection with performance of any of the Scope of Services.

Section 2.6 Required Standard of Care. The Contractor shall perform or cause to be performed all Scope of Services using such levels of care as are not less than the reasonable levels of care employed by other contractors providing similar services to school districts within the State in similar circumstances, and considering the District's goals and any facilities, financial, or other constraints or parameters described to the Contractor either before or after the Effective Date.

Section 2.7 Compliance with Law. The Contractor shall perform the Scope of Services in compliance with all applicable federal, State and local laws, regulations, ordinances and other governmental requirements, as they exist at the time of the Effective Date or as amended.

Section 2.8 Reliance on District Information. The Contractor shall be entitled to rely on the accuracy and completeness of any and all information provided to the Contractor by the District, subject to any qualifications or limitations on such information as the District may describe, and provided that the Contractor may so rely only if it would be reasonable to do so.

Section 2.9 Contractor Records. The Contractor shall prepare and maintain, in accordance with generally-accepted accounting principles, all financial and other records related to this Agreement and to the Scope of Services as necessary, appropriate or required by law ("Contractor Records"). Pursuant to Government Code Section 8546.7, the State Auditor has the right, for a period of three years following final payment, to review, audit and/or copy records of the contracting parties with respect to each contract providing for expenditure of public funds in excess of \$10,000. The District and other governmental entities with competent jurisdiction also shall hereby have an independent right pursuant to this Agreement, for a period of four years following final payment, to review, audit, and/or copy the Contractor Records. The Contractor shall make the Contractor Records available for inspection by the District, the State, and any other governmental entity with competent jurisdiction, at all reasonable times during the four-year period following final payment to the Contractor pursuant to this Agreement; provided that, if the District or any other governmental entity commences, but does not complete, an audit within such four-year period, the Contractor shall maintain the Contractor Records until such time as the audit has been completed.

Section 2.10 Contract Documents. This Agreement is but one of the agreements and other documents that, collectively, set forth the complete understanding and agreement of the Parties with respect to the performance of the Scope of Services (collectively the "Contract Documents"). Each of the Contract Documents, as those may be made or duly amended from time to time, is hereby incorporated as an operative and effective part of the Contract. The Contract Documents include, but are not limited to: (i) this Agreement; (ii) the Project Description; (iii) the Bidding Requirements; (iv) the

Project Information; (v) the Notice Inviting Bids; (vi) the Instructions to Bidders; (vii) the General Conditions; (viii) the Scope of Work; and (ix) and any other District-provided form or document related to the bidding or award of the Scope of Services or this Agreement. The Contract Documents also includes any addendum or amendment to any document listed in this Section 2.10. The Contract documents are complementary and what is called for by any one shall be as binding as if called for by all. Yet, in the event of a conflict between any Contract Document and this Agreement, the provisions of this Agreement shall control.

PART 3: CONTRACTOR INSURANCE

Section 3.1 Required Insurance. Prior to commencing any of the Scope of Services, the Contractor shall procure at its sole cost and expense, and, during all periods as required by this Agreement, shall maintain in effect, the following policies of insurance:

- (i) **General Liability Insurance.** A policy of commercial general liability insurance, written on an "occurrence" basis, providing coverage with not less than \$1,000,000 per occurrence for bodily injury, personal injury & property damage and must include a separate endorsement naming the District, its officers, agents and employees as additional insureds ("General Liability Policy"). The General Liability Policy shall include coverage for the contractual liability assumed by the Contractor pursuant to this Agreement.
- (ii) **Vehicle Liability Insurance.** A policy of business vehicle liability insurance, written on an "occurrence" basis, with a combined single limit of not less than \$1,000,000 per accident for bodily injury and property damage ("Vehicle Liability Policy"). The Vehicle Liability Policy shall include coverage for owned, hired, and non-owned automobiles.
- (iii) **Workers' Compensation Insurance.** Workers' compensation insurance as required by State law and employer's liability insurance with coverage in an amount not less than \$1,000,000. Notwithstanding the insurer rating standards set forth in this Agreement, coverage provided by the State Compensation Insurance Fund shall be deemed, with respect to the workers' compensation insurance, to satisfy such insurer rating standards.

Section 3.2 Duration of Insurance. Except as provided in this Agreement with respect to insurance written on a "claims made" basis, the Contractor shall maintain the insurance required pursuant to this Agreement in effect at least until the date that is one year following the termination and/or expiration of this Agreement.

Section 3.3 Insurer Rating Standards. Except as the District, in its sole discretion, may approve in writing, in advance, the insurance policies required pursuant to this Agreement shall be issued by one or more insurers licensed to do business in the State and having an A.M. Best Company rating of not less than "A-" and a financial size category of "X." If the insurance policies required by this Agreement, or any of them, are proposed to be issued from an entity, company, or program that is not rated by A.M. Best Company, the use of such insurance policies must be approved in advance, in writing, by the District prior to the start of the services described in this Agreement.

Section 3.4 Additional Insureds. The District, the District Board and each individual member thereof, and the District's other officers, employees, and agents, shall all be named as additional insureds, to the extent of the Contractor's acts and omissions in connection with this Agreement, on all insurance that the Contractor is to have in effect pursuant to this Agreement, excepting the workers' compensation insurance.

Section 3.5 Waiver of Subrogation. The Contractor hereby waives, on behalf of its insurers, any and all rights to subrogation that any such insurer may acquire by virtue of the payment of any loss. Each of the General Liability Policy and the Vehicle Liability Policy shall be endorsed with a cross-liability endorsement and a waiver of the insurer's rights of subrogation against the District. The policy of workers' compensation insurance shall be endorsed with a waiver of the insurer's rights of subrogation against the District.

Section 3.6 Contractor Insurance is Primary. To the extent permitted by law, insurance policies required by this Agreement to be maintained by the Contractor shall be primary and non-contributing with respect to any insurance or self-insurance programs covering the District, the District Board or individual members thereof, or the District's other officers, employees, or agents. The General Liability Policy and the Vehicle Liability Policy shall be endorsed to provide that they are so primary and non-contributory.

Section 3.7 Deductibles and Self-Insured Retentions. Prior to commencing the Scope of Services, the Contractor shall disclose in writing to the District any deductibles or self-insured retentions applicable to any of the insurance that the Contractor shall have in effect pursuant to this Agreement. Any such deductibles or self-insured retentions are subject to discretionary approval by the District. At the option of the District, the Contractor either: (i) shall cause the insurer to reduce or eliminate such deductibles or self-insured retentions with respect to claims arising in connection with this Agreement; or (ii) shall provide a financial guarantee satisfactory to the District that guarantees payment of losses and related investigations, claim administration, and defense expenses.

Section 3.8 Evidence of Coverage. Prior to commencing the Scope of Services, the Contractor shall provide to the District such duly-authorized and executed certificates of insurance evidencing that the insurance policies to be maintained by the Contractor pursuant to this Agreement are in effect (each a "Certificate of Insurance"), together with a copy of each endorsement to such insurance as is required pursuant to this Agreement. The delivery of such Certificates of Insurance and endorsements shall be a condition precedent to the Contractor commencing any of the Scope of Services. As applicable, the Certificates of Insurance shall identify those who are additional insureds in accordance with this Agreement. Not less than thirty days prior to the expiration of any insurance policy that the Contractor is required to maintain pursuant to this Agreement, the Contractor shall provide updated Certificates of Insurance to the District evidencing the renewal of such policy.

Section 3.9 Notice of Change in Policies. Each Certificate of Insurance and corresponding policy of insurance required pursuant to this Agreement shall expressly require, or be endorsed to require, that the insurer notify the District not less than thirty days prior to any cancellation, termination, reduction in coverage, or expiration without renewal of any such insurance policy, except for cancellation due to non-payment of premium, in which case the insurer shall provide such notice not less than ten days prior to cancellation. Language in any Certificate of Insurance or policy of insurance to the effect that the insurer shall "endeavor" to provide such notice shall not be acceptable.

Section 3.10 Review of Coverage. The District may at any time request that the Contractor provide a full and complete copy of any or all policies of insurance to be maintained by the Contractor pursuant to this Agreement, and the Contractor shall provide a copy of each requested policy to the District within ten days of the District's request. The District shall review the insurance policies, along with the Certificates of Insurance and endorsements also provided by the Contractor, to determine whether the Contractor's insurance complies with the insurance-related requirements of this Agreement. However, no failure by the District to conduct such review, to properly or completely conduct such review, or to identify any non-compliance with the requirements of this Part 3, shall be deemed or construed to relieve the Contractor from any of its obligations in regard to such insurance-related requirements. Notwithstanding anything else in this Agreement, any failure by the Contractor to comply with such insurance-related requirements shall be deemed a material breach by the Contractor of its obligations pursuant to this Agreement and not as a waiver of any such insurance-related requirement.

PART 4: INDEMNIFICATION BY CONTRACTOR

Section 4.1 General Requirement. Contractor shall defend, indemnify and hold-harmless the WILLIAM S. HART UNION HIGH SCHOOL DISTRICT, the Governing Board and each member thereof, and the District's other officers, employees, and agents (collectively, not including the District, the "District Agents"), and each of them, from and against any and all claims, actions, damages, losses, costs, expenses and other liabilities (including, but not limited to, damage to property and injury, including death, of any person) arising from, pertaining to, relating to, or directly or indirectly connected with: (1) the performance of the Scope of Services by Contractor or anyone working under or for the Contractor; (2) actual or alleged negligence, recklessness, or willful misconduct by Contractor or anyone working under or for the Contractor; and/or (3) the performance of this Agreement by Contractor or anyone working under or for the Contractor. Any defense of the District and/or District Agents shall be by qualified and appropriately experienced legal counsel reasonably acceptable to the District, but selected and retained by the Contractor at its sole cost. The Contractor's obligations pursuant to this Section shall survive the expiration or termination of this Agreement."

Section 4.2 Limitation on Contractor Obligations. The Contractor shall not be obligated pursuant to Sections 4.1 of this Agreement to the extent any claim, demand, action, judgment, damage, loss, cost or expense, or other liability results from the active negligence, sole negligence, or willful misconduct of the District or any District Agent. In each such event, the Parties shall be responsible and liable on a comparative basis.

Section 4.3 District Settlement of Disputes. Without jeopardizing or compromising any of its rights pursuant to this Agreement or as may be available in accordance with law, the District may settle any claim, demand, action or other legal proceeding on terms reasonably determined by the District Board to be in the best interests of the District. Prior to settling, the District shall attempt to obtain the Contractor's consent to each such settlement, and the Contractor shall not unreasonably deny, delay, or condition its approval. If the Parties are unable to agree on the particular terms for settlement of any dispute, with the result that the Contractor does not consent to the settlement, the District may nonetheless settle the dispute if the District Board has determined that the settlement will be in the District's best interests.

Section 4.4 Payment of Costs. The Contractor shall reimburse to the District, or upon request of the District shall directly pay, any and all costs, expenses, penalties, judgments, settlements, and other amounts paid or owed by the District that are payable by the Contractor pursuant to the indemnity provisions of this Agreement. The Contractor shall pay each such amount not later than when the amount is due or within thirty days of receipt of a written invoice from the District requesting payment. Any late payments by the Contractor shall accrue interest at the maximum legal rate.

Section 4.5 Insurance Not a Limitation. The obligations of the Contractor pursuant to this Part 4 shall not be deemed or construed to be: (i) conditioned upon or in any other manner limited by the existence of any insurance coverage maintained by a Party or other person or entity; or (ii) conditioned upon the receipt by any person or entity of, or limited to the amount of, any insurance proceeds.

Section 4.6 Survival of Obligations. With respect to any and all acts, omissions or incidents occurring prior to termination or expiration of this Agreement, the Contractor's obligations pursuant to this Part 4 shall survive termination or expiration of this Agreement, regardless of whether the Contractor has then completed all of the Scope of Services.

PART 5: TERMINATION OF AGREEMENT AND CONTRACTOR SERVICES

Section 5.1 District Termination for Convenience. The District, without need for cause, may terminate this Agreement, with respect to some or all of the Scope of Services, by providing fifteen (15) days written notice of termination to the Contractor. Such termination shall be effective immediately after fifteen (15) days after the Contractor's receipt of the notice of termination.

Section 5.2 District Termination for Breach of Warranties. If the District at any time determines that any of the representations and/or warranties of the Contractor set forth in this Agreement are materially untrue or incorrect, the District shall have the right to terminate this Agreement immediately and without liability (including, without limitation, any liability for paying any further compensation to the Contractor), and the Contractor shall be liable to the District for all costs, expenses and damages arising therefrom. The Contractor's representations and warranties pursuant to this Agreement shall survive termination of this Agreement, regardless of whether at such time the Contractor has fully completed all Scope of Services.

Section 5.3 District Termination for Cause. In addition to other termination rights it may have pursuant to this Agreement, the District may give the Contractor written notice of the District's intent to terminate this Agreement for cause if the District reasonably determines that the Contractor has failed to perform some or all of the Scope of Services in a satisfactory and timely manner or if the Contractor otherwise has breached any of its obligations pursuant to this Agreement. The Contractor shall have ten (10) days following receipt of the notice of intent to terminate to cure its failure or breach, or to make arrangements satisfactory to the District for cure of its failure or breach, and, if the Contractor fails within such ten-day period to do so, the District may terminate this Agreement by giving written notice of termination to the Contractor, and the termination shall be effective immediately upon receipt of the notice of termination by the Contractor. Nothing in this Agreement shall be deemed or construed as a waiver by the Contractor of any rights it may have in regard to a wrongful termination by the District.

Section 5.4 Contractor Termination for Cause. The Contractor may give the District written notice of the Contractor's intent to terminate this Agreement for cause if the Contractor reasonably determines that the District has breached any of its material obligations pursuant to this Agreement. The District shall have: (i) fourteen days following receipt of the notice of intent to terminate to cure (or to make arrangements satisfactory to the Contractor for cure of) a breach arising from any failure by the District to pay any undisputed amount owed to the Contractor; and (ii) thirty days following receipt of such notice to cure (or to make arrangements satisfactory to the Contractor for cure of) a breach of any other nature. If the District fails within the applicable period to cure a breach (or to make arrangements satisfactory to the Contractor for cure of such breach), the Contractor may terminate this Agreement by giving written notice of termination to the District, and the termination shall be effective immediately upon receipt of the notice of termination by the District. Nothing in this Agreement shall be deemed or construed as a waiver by the District of any rights it may have in regard to a wrongful termination by the Contractor.

Section 5.5 Compensation to Contractor Upon Termination. Subject to all other provisions of this Agreement, in the event of any termination, in whole or in part, of this Agreement pursuant to Section 5.1, 5.3 or 5.4 of this Agreement, the District shall, with respect to the terminated portion of the Scope of Services, compensate the Contractor for the Scope of Services that the Contractor satisfactorily performed prior to termination, consistent with Exhibit "B" hereto. Nothing in the foregoing shall be deemed or construed to constitute a waiver or release of any damages that a Party incurs as a result of a breach by the other Party, and each Party shall be entitled to offset any and all such damages from amounts otherwise payable to the other Party pursuant to this Agreement.

PART 6: GIVING OF NOTICE

Section 6.1 General Requirements. Any and all demands and notices required or permitted to be given pursuant to this Agreement (each a "Notice") shall be in writing and shall be given or served in accordance with this Part 6.

Section 6.2 Methods of Delivery. Each Notice shall be sent via: (i) personal delivery (with name and signature of recipient obtained on delivery receipt); (ii) registered or certified United States mail (postage pre-paid and return receipt requested); (iii) FedEx, U.P.S. or other reliable, private delivery service (with name and signature of recipient obtained on electronic or other delivery receipt); or (iv) electronic mail (e-mail) transmission (with printed confirmation of transmission from the sender's machine or device retained in the sender's files and a copy of such confirmation provided to recipient upon request, and with original of the Notice deposited into the United States mail, first-class postage prepaid, within 12 hours after transmission). Neither Party may unreasonably refuse to accept delivery of any Notice in an attempt to avoid the giving or service of the Notice, and any such refusal by a Party shall be deemed and construed as a material breach of such Party's obligations pursuant to this Agreement.

Section 6.3 Persons to Whom Notices Must be Sent. Notices sent to a Party shall be addressed and delivered to that Party's representative as specified in Exhibit "D" attached to this Agreement. A Party shall give Notice of each change in the Party's address, person to whom attention should be directed, or e-mail address by giving notice in accordance with this Part 6. If any such

information applicable to a Party changes, and the Party does not give notice of such change in accordance with this Part 6, any subsequent Notices addressed and delivered to the Party's old contact information shall be deemed and construed to have been given or served in accordance with Section 6.4, regardless of whether "actual receipt" has occurred.

Section 6.4 Effect of Receipt. A Notice shall be deemed given or served only upon actual receipt by the addressee. In the case of e-mail, "actual receipt" shall mean delivery to the recipient's e-mail in-box. However, if any Notice (including, without limitation, any Notice sent by e-mail) is delivered after 4:00 p.m. on any weekday, on a weekend (Saturday or Sunday), on any federal or State holiday, or on any District furlough day mandated by the State or the District Board, the Notice shall be deemed to have been given or served as of 9:00 a.m. on the next subsequent business day. As an additional condition to sending a Notice by e-mail, the reference line shall indicate that it is a "Notice Pursuant to Agreement for Contractor Services." Because e-mail addresses are subject to change more frequently than physical addresses, if a Notice is to be sent by e-mail, unless the sender has personal knowledge of the then-current correct e-mail address of each intended recipient, the sender shall call and verify the then-current e-mail address of each intended recipient prior to sending the Notice, or shall use some other method of delivering the Notice.

Section 6.5 Applicability of Notice Requirements. The requirements of this Part 6 shall not be deemed or construed to apply to: (i) communications between the District and/or the Contractor necessary for day-to-day administration of this Agreement or performance of the Scope of Services; or (ii) service of process in accordance with any applicable law or court rule.

PART 7: INTERPRETATION OF AGREEMENT

Section 7.1 Fair and Reasonable Interpretations. Prior to execution and delivery of this Agreement, each Party has received, or had unqualified opportunities to receive, independent legal advice from its legal counsel with respect to the advisability of executing this Agreement and the meaning of the provisions herein. Therefore, the provisions of this Agreement shall be construed based on their fair and reasonable meaning, and not for or against any Party based on whether such Party or its legal counsel was primarily responsible for drafting this Agreement or any particular provision herein.

Section 7.2 Headings and Captions. The headings and captions set forth in this Agreement are for the convenience of the reader only and shall not be deemed or construed to establish, define, or limit the meaning of any Part, Section or other provision herein.

Section 7.3 Recitals and Exhibits. Each Recital set forth herein and each Exhibit referenced herein and attached hereto is hereby incorporated as an effective and operative provision of this Agreement.

Section 7.4 Meaning of "Days." Except as expressly provided in this Agreement in any particular case, each reference in this Agreement to a specific number of days shall be construed to mean consecutive calendar days, not business days.

Section 7.5 *Entire Agreement.* This Agreement constitutes the entire understanding and agreement between the Parties pertaining to the performance of the Scope of Services by the Contractor, and all prior and contemporaneous agreements, representations and understandings of the Parties relating to such subject matter, whether oral or written, are hereby superseded and replaced.

Section 7.6 *Modifications of Agreement.* This Agreement may be modified only by means of duly-approved written agreement executed and delivered by both Parties.

Section 7.7 *Waiver.* A waiver by a Party of any provision of this Agreement shall be binding only if the waiver is set forth in writing and has been duly approved and signed by the waiving Party. Unless so specified in the written waiver, a waiver by a Party of any provision of this Agreement shall not constitute a waiver of any other provision(s) herein, similar or not, and shall not be construed as a continuing waiver. Except as waived in accordance with this Section, neither the failure by a Party at any time to require performance of any requirement of this Agreement, nor any forbearance or indulgence of the Party in regard to such requirement, shall in any manner affect the Party's right at a later time to enforce the same or any other provision of this Agreement.

Section 7.8 *Governing Law and Venue.* This Agreement shall be governed by and interpreted in accordance with the laws of the State. Any action, arbitration, or other proceeding arising from this Agreement shall be initiated and conducted only in the County of Los Angeles, California.

Section 7.9 *Correct Legal Requirements Deemed Included.* Each and every provision required by any applicable law to be included in this Agreement is hereby deemed to be so included, and this Agreement shall be construed and enforced as if all such provisions are so included. If, for any reason, any provision required by any applicable law is not expressly included herein, or is not correctly included herein, then, upon request of either the District or the Contractor, they shall amend this Agreement to include or incorporate, or to correctly include or incorporate, such provision.

Section 7.10 *Severability.* If a court of competent jurisdiction determines, for any reason, that any provision or requirement of this Agreement is invalid or unenforceable, such determination shall not invalidate or render unenforceable any other provision or requirement of this Agreement. In such event, the provisions and requirements that are not the subject of the court's determination shall be interpreted, to the extent permitted by law, in a manner that is consistent with the intent and purpose underlying the invalid or unenforceable provision or requirement. Likewise, if a court of competent jurisdiction determines, for any reason, that any provision or requirement of this Agreement is invalid or unenforceable as applied to a specific person or entity, such determination shall not affect the applicability of such provision or requirement to other persons or entities. In such event, the provisions and requirements that are not the subject of the court's determination shall be interpreted, to the extent permitted by law, in a manner that is consistent with the intent and purpose underlying the inapplicable provision or requirement.

Section 7.11 *Successors and Assigns.* The Contractor may not assign this Agreement without the express written consent of the District, and any attempt to do so shall be null and void. Subject to the foregoing, this Agreement shall inure to the benefit of, and be binding on, the Parties' authorized successors and assigns.

Section 7.12 No Third-Party Beneficiaries. The Parties have entered into this Agreement solely for their own purposes, and this Agreement shall not be deemed or construed to: (i) benefit any third party; (ii) create any right for any third party; or (iii) except as provided by law, provide a basis for any claim, demand, action, or other proceeding by any third party.

Section 7.13 Agreement is Public Record. Notwithstanding anything in any proposal or any discussions or writings relating hereto: (i) nothing in this Agreement shall be deemed or construed to constitute confidential information; and (ii) this Agreement is a public record which the District may disclose in accordance with State law or otherwise.

(The remainder of this page intentionally left blank.)

PART 8: EXECUTION OF AGREEMENT

Section 8.1 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, taken together, shall constitute one and the same instrument. Signature pages may be detached from counterpart originals and combined to physically form one or more copies of this Agreement having original signatures of both Parties.

Section 8.2 Due Authority. Each person signing this Agreement on behalf of a Party represents and warrants that he or she has been duly authorized by such Party to sign, and thereby bind such Party to, this Agreement.

IN WITNESS WHEREOF, the authorized representatives of the Parties have executed this Agreement as evidenced by their signatures below.


Sterling General Security Services, Inc.

[CONTRACTOR]

By: 
Print Name: Matt Lavizani
Title: President
Fed. Tax ID No: 47-1883553

Date Signed: 2/24/2020

William S. Hart Union High School District

By: 
Print Name: Collyn Nielsen
Title: Chief Administrative Officer

Date Signed: 2/27/2020

Approved as to form:

By: Bowie, Arneson, Wiles & Giannone,
Attorneys for the William S. Hart
Union High School District

By: _____
Wendy H. Wiles, Legal Counsel

Date Signed: _____

EXHIBIT "A"
Scope of Services

[If additional space is required, please complete on a separate page that is initialed by both Parties]

2020 Election Year (March and November) per attached proposal dated January 24, 2020.

[illegible]

EXHIBIT "B"
Contractor Compensation

(A) Contractor Fee (Check the boxes as applicable):

In exchange for satisfactory performance of the Scope of Services, the District shall pay to the Contractor the compensation set forth below, which shall be all-inclusive, full and final compensation to the Contractor for the Scope of Services provided, and shall include any and all overhead, profit and other amounts potentially payable to Contractor for the specified Scope of Services:

☐ Lump sum of \$ _____ to be paid by ☐ task, allocated as set forth in the Payment Schedule below, or ☐ in a one-time payment made upon completion of the Scope of Work.

☒ "Not-to-exceed" amount of \$ 19,392.00 NTE _____ to be paid by ☒ task, allocated as set forth in the Payment Schedule below, or ☒ on a time-and-materials basis, allocated as set forth in the Hourly Rate Schedule below.

☐ Other: _____

☐ Furthermore, the District shall pay to the Contractor reimbursable expenses in an amount not to exceed \$ _____.

(A.1) Payment Schedule:

<i>Task</i>	<i>Portion of Total Fee Due</i>
	Not to exceed \$ _____
	Not to exceed \$ _____
	Not to exceed \$ _____
	Not to exceed \$ _____
	Not to exceed \$ _____
	Not to exceed \$ _____
	Not to exceed \$ _____
	Not to exceed \$ _____
	Not to exceed \$ _____
	Not to exceed \$ _____
	Not to exceed \$ _____

(A.2) Hourly Rate Schedule (Check the boxes as applicable):

The District shall compensate the Contractor for Scope of Services provided on a time-and-materials basis based on the hourly rates specified below.



See attached hourly rate schedule; or



Personnel Charges – Hourly Rates

[INSERT NAME/POSITION]

\$ 25.25 / hr.

\$ _____ / hr.

\$ _____ / hr.

\$ _____ / hr.

\$ _____ / hr.

\$ _____ / hr.

\$ _____ / hr.

\$ _____ / hr.

\$ _____ / hr.

\$ _____ / hr.

\$ _____ / hr.

\$ _____ / hr.

\$ _____ / hr.

\$ _____ / hr.

\$ _____ / hr.

\$ _____ / hr.

EXHIBIT "C"
Noncollusion Declaration

NONCOLLUSION DECLARATION

Project : March and November 2020 Elections

Contractor: Sterling General Security Services, Inc.

The undersigned hereby declares:

I am the President (insert position) of
Sterling General Security Services, Inc.

-- (insert Contractor name).

I represent and warrant that: (i) Contractor has not employed or retained any company or person (excepting any bona fide employee working solely for Contractor) to solicit or otherwise cause the District to enter into the Agreement for Contractor Services ("Agreement"); (ii) Contractor has not paid, agreed to pay, or otherwise provided to, any company or person, including, but not limited to, any District officer, employee or agent (but excepting any bona fide employee working solely for Contractor), any fee, commission, percentage, brokerage fee, gift, favor, or other consideration contingent upon or resulting from the District entering into the Agreement; and (iii) to the Contractor's knowledge, the making of the Agreement shall not result in any person having any conflict of interests pursuant to Government Code Section 1090, the California Political Reform Act (Government Code Section 87100 et seq.), or the California common law.

I hereby represent that I have the full power to execute, and do execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 2/24/2020 [date], at Glendale [city], California [state].

Representative Name: Matt Lavizani, President

Representative Signature: 

Date Signed: 2/24/2020

EXHIBIT "D"
Parties' Representatives

Each Party's representative, address, and other contact information for purposes of Notices given pursuant to Part 6 of this Agreement is as follows:

District Contact Information:

William S. Hart Union High School District

Attn: Pam Mencuri

21380 Centre Pointe Parkway

Santa Clarita, CA 91350

E-mail: pmencuri@hartdistrict.org

Contractor Contact Information:

Sterling General Security Services, Inc.

Attn: Matt Lavizani, President

412 W. Broadway, Suite 202

Glendale, CA 91204 818-240-3900

matt@securitysgs.com noelle@securitysgs.com

E-mail: [Insert e-mail address]