



SILVER VALLEY UNIFIED SCHOOL DISTRICT
PO BOX 847, 35320 DAGGETT-YERMO ROAD, YERMO, CA

GOODS & SERVICES AGREEMENT

(NON-PUBLIC WORKS)

REQ#: 000886 PO#: 190666

This AGREEMENT, made and entered into on March 20, 2019 in the County of San Bernardino, State of California, by and between SILVER VALLEY USD hereinafter referred to as the "District", and BLUE-NITE PROTECTION AGENCY hereinafter referred to as the "Contractor".

The District and the Contractor for the considerations stated herein agree as follows:

ARTICLE 1 - SCOPE OF WORK.

The Contractor shall perform within the time stipulated in the Agreement, and shall provide all labor, materials, tools, utility services, and transportation to complete in a workmanlike manner all of the work required in connection with the following project:

Security services for Silver Valley USD's Yermo School site, Monday through Friday 6pm to 12am

IT IS THE DUTY OF THE Contractor to complete the work covered by this agreement in exact accordance with the approved plans, specifications and other Agreement documents. The Contractor shall be liable to the District for any damages arising as a result of a failure to fully comply with that obligation, and the Contractor shall not be excused with respect to any failure to so comply by any act or omission of the Architect, Engineer, Inspector, Division of the State Architect, or representative of any of them, unless such act or omission actually prevents the Contractor from fully complying with the requirements of the Agreement, and unless the Contractor protests at the time of such alleged prevention that the act or omission is preventing the Contractor from fully complying with the Agreement. Such protest shall not be effective unless reduced to writing and filed with the District Office within three working days of the date of occurrence of the act or omission preventing the Contractor from fully complying with the Agreement.

ARTICLE 2 - TIME FOR COMPLETION. The work shall be commenced on March 25, 2019 and shall be completed by May 25, 2019. Work not completed in conformance with the foregoing shall be subject to liquidated damages in the amount of one hundred dollars and no cents (\$100.00) per day.

ARTICLE 3 - AGREEMENT PRICE. The District shall pay to the Contractor as full consideration for the faithful performance of the contract, subject to any additions or deductions as provided for in the agreement documents, the sum of \$17,820.00 (Seventeen Thousand Eight Hundred Twenty dollars and 00/100) said sum being the total amount of the following amounts stipulated in the proposal.

ARTICLE 4 - HOLD HARMLESS AGREEMENT. To the maximum extent permitted by law, the Contractor shall indemnify, defend, and hold the District harmless against and from any and all claims, demands and liability for damage, loss or expense attributable to the injury or death of any person(s), injury to property, or any other alleged misconduct resulting from, arising out of, or in any way connected with the performance of the Agreement or of the work by Contractor or its officers, agents, employees or subcontractors. The Contractor shall reimburse the District for all damages, expenses and losses incurred by the District as a consequence of any claim, demand, or cause of action that may be brought against the District resulting from, arising out of, or in any way connected with the performance of the work by Contractor or its officers, agents, employees or subcontractors, including disputes between Contractor and its subcontractor(s). This

indemnity shall be in addition to any other indemnification provisions contained in the Agreement and shall survive termination of the Agreement. Nothing in the Agreement shall be construed or deemed to impose on the Contractor, or to relieve the District from, liability for the active or sole negligence or willful misconduct of the District, or the District's agents, servants, or independent contractors (collectively, "District's Agents") who are directly responsible to the District, or for defects in design furnished by the District or the District's Agents.

ARTICLE 5 - AMENDMENTS. This Agreement with attachments integrates all of the terms and conditions mentioned herein, and supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the retention of Contractor by District, and contains all the covenants and agreements between the parties with respect to such retention of Contractor by District for the services described in Article 1. All amendments to this Agreement must be in writing and signed by both parties.

ARTICLE 6 - AUTHORITY. The persons executing this Agreement on behalf of the parties hereto warrant that: (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.



SILVER VALLEY UNIFIED SCHOOL DISTRICT
PO BOX 847, 35320 DAGGETT-YERMO ROAD, YERMO, CA

GOODS & SERVICES AGREEMENT
(NON-PUBLIC WORKS)

REQ#: 000886

PO#: 190666

ARTICLE 7 - PUBLIC LIABILITY INSURANCE. Contractor shall take out and maintain during the life of this Agreement public liability insurance in an amount not less than \$1,000,000.00 for injuries including accidental death, to any one person, and subject to the same limit for each person in an amount not less than \$1,000,000.00 on account of one accident, and property damage insurance in an amount not less than \$250,000. A signed copy of insurance will be provided to District.

ARTICLE 8 - VENUE INTERPRETATION. The Agreement shall be interpreted in accordance with the laws of the State of California with the County of San Bernardino being the only appropriate forum for any litigation.

ARTICLE 9 - PERMITS AND LICENSES. The Contractor and all of his employees or agents shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishing of materials, supplies or services herein listed.

ARTICLE 10 - TERMINATION. This Agreement may be terminated by either party by giving written notice at least thirty (30) days prior.

ARTICLE 11 - WARRANTY. The Contractor shall guarantee all labor and materials used in the performance of this agreement for a period of 365 days from the date of acceptance by the District.

ARTICLE 12 - INVOICING. Contractor shall submit itemized monthly invoices, which shall include an invoice number, invoice date, purchase order number, and a clear and concise explanation of all services performed, including service dates, in the course of the month, in a format approved and accepted by the District.

ARTICLE 13 - INDEPENDENT CONTRACTOR. Contractor shall perform the services as contained herein as an independent Contractor/vendor and shall not be considered an employee, elected/appointed official or family member of any employee or elected/appointed official of the

District, or under District supervision or control. This Agreement is by and between Contractor and District, and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, between District and Contractor.

ARTICLE 14 - FINGERPRINTING. This Agreement is subject to the provisions of Education Code Section 45125.1. Contractors' employees are required to submit fingerprints to the Department of Justice where an employee may come into contact with students at any District site. The Department of Justice will ascertain whether the employee has a pending criminal proceeding for a violent or serious felony or has been convicted of a violent or serious felony as they are defined in Penal Code Sections 667.5(c) and 1192.7(c). Contractor shall not permit an employee to come in contact with students until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Education Code Section 45122.1.

Contractor shall provide District with a list of names of employees who may come in contact with students and must certify in writing to the District that none of its employees who may come in contact with students have been convicted of a felony as defined in Education Code Section 45122.1. District may request the removal of an employee from a District site at any time. Failure to comply with this provision may result in termination of this Agreement.

ARTICLE 15 - DOCUMENT CONFLICT. In case of conflict between specifications and drawings and/or actual site conditions, resolution must be made by an authorized District representative.

ARTICLE 16 - ASSIGNMENT. Contractor shall not assign its duties and obligations under this Agreement to any other party without the prior written consent of the District's governing board.

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

Blue-Nite Protection Agency
Proper Name of Contractor

Signature of Contractor

Printed Name Jerry Plascencia

Title President

Address 928 N. SAN FERNANDO BLVD #J633

City/State BURBANK, CA

License No. PPD# 16216
(if applicable)

Phone 818-523-8373 Fax 661-360-8423

District Representative Signature

ROBIN SCHREINER

Printed Name

March 20, 2019

Date

DIRECTOR OF BUSINESS SERVICES

Title



SILVER VALLEY UNIFIED SCHOOL DISTRICT
PO BOX 847, 35320 DAGGETT-YERMO ROAD, YERMO, CA

GOODS & SERVICES AGREEMENT

(NON-PUBLIC WORKS)

REQ#: 000886 PO#: 190666

SCOPE OF WORK:

One Uniformed Security Officer and One Patrol Vehicle (the patrol vehicle will be left on site (24 hrs per day until end of the contract) to provide services to Yermo School located at 38280 Gleason St. Yermo, Cal 92398.

Five Days per week from 6pm to 12am plus one hour driving time each way totaling 8 hours per day.

BLUE-NITE PROTECTION AGENCY

PPO# 16216

Phone: 818-523-8373
Fax: 661-360-8423
jerry@bnpa.us

928 N. San Fernando Blvd
Suite J-633
Burbank, CA 91504

Principal Authorized Agent: Jerry Plascencia

19-0315

Job Site Address:

Robert Saffel, Sr. Dir.Tec. & Maintenance
Business Services
Silver Valley Unified School District
PO Box 847
35320 Daggett- Yermo Rd.
Yermo, CA 92398
Phone: 760-254-1350
Fax: 760-254-1393
E-mail: rsaffel@svusdk12.net

1. **Basic Duties:**

Blue-Nite Protection Agency (BNPA) agrees to provide One (1) Uniformed Security Officer and One (1) Patrol Vehicle; the patrol vehicle will be left on site (24hrs per day until the end of the contract) from 03/25/19- 05/25/19, five (5) days per week; Monday- Friday 6:00pm to 12:00am (6 hrs) plus One (1) hour driving time each way totaling (8 hours per day) at Client(s) premises Yermo Elementary K-8th School located at 38280 Gleason St. Yermo, CA 92378 in the Silver Valley Unified School District (SVUSD) in Yermo, CA 92398.

2. **Terms:**

The term of this agreement is from 03/25/19 at 6:00pm through 05/25/19 12:00am. BNPA may not increase the rate during the term of this agreement. BNPA may stop its services under this agreement upon default by Client in making any payment. Once entered into this agreement; it is legally binding for the length of the contract. If Client terminates agreement before the end of said contract Without Cause and/ or No Fault of BNPA, Client shall pay the remaining total balance of said contract in full without delay.

- BNPA will provide One (1) Uniformed Security Officer and One (1) Patrol Vehicle to provide Professional Security Services for Yermo Elementary K-8th School located at 38280 Gleason St. Yermo, CA 92378 in the SVUSD.

3. **Compensation:**

Client agrees to pay Blue-Nite Protection Agency at the below listed monthly rate on or before the last day of each month, if the last day falls on a weekend; payment shall be made on the last Friday of the month for its services provided to Client.

Services	Number of Sites	Retainer	Monthly Invoice
Security Services for Silver Valley Unified School District	1	N/A	March: \$1,980.00 April: \$8,712.00 May: \$7,128.00

4. **Billing:**

Client agrees that payment shall be paid on or before the last day of each month, if the last day falls on a weekend; payment shall be made on the last Friday of the month for its services provided to Client. Client shall make payment to Blue-Nite Protection Agency or its Representative.

5. **Specifications of Blue-Nite Protection Agency:**

Personnel/ Services: One (1) Uniformed Security Officer and One (1) Patrol Vehicle Patrol Vehicle; the patrol vehicle will be left on site (24hrs per day until the end of the contract).

CLIENT Initials PS

BNPA Initials JP

BNPA:

Jerry Plascencia, President

Print Name, Title

[Signature]

Signature

03/22/19

Date

Client:

Robin Schreiner

Print Name, Title

[Signature]

Signature

3/19/19

Date

