

## AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, is made and entered into this 19th day of November 2019, by and between **the La Cañada Unified School District**, a public agency ("District") and **Ollivier Corporation**, ("Consultant"), and

WITNESSETH:

WHEREAS, THE DISTRICT REQUIRES (SCOPE OF WORK):

***Consulting services related to Wireless Locks & Access Control Project at La Cañada High School.***

WHEREAS, Consultant, is duly licensed as a Consultant in the State of California and is qualified and experienced to provide such services, and

NOW, THEREFORE, the parties agree as follows:

1. Consultant shall provide the services on as needed basis upon request from the District. The term of this Agreement shall be for one year or Agreement is terminated pursuant to Paragraph 3 below.
2. For its services hereunder, Consultant shall be compensated in accordance with the Attachment A. The payment to the Consultant shall be made for satisfactory completion of the services within 30 days after receipt of an undisputed invoice. Services shall be billed on a Time & Materials basis at the rates listed on Attachment A. The total contract amount shall not exceed Twenty-Five Thousand (\$25,000) without prior written authorization and approval.
3. This Agreement may be terminated at any time by the District, without cause, upon 30 days written notice to Consultant. Upon receipt of such notice, Consultant shall immediately cease all work. Any final invoice shall be submitted to District within 30 days.
4. Either party may request changes in the scope of services. Such changes, and any increase or decrease in compensation, must be authorized in advance by the District in writing, and incorporated into this Agreement as an amendment.
5. All materials prepared by Consultant under this Agreement shall become the property of District. Consultant shall have no property interest in any such materials.
6. Consultant warrants that it has the expertise necessary to perform the services in a manner consistent with the generally accepted standards of Consultant's profession. Consultant further warrants that it will perform said services in a legally adequate manner in conformance with all Federal, State and local laws and guidelines.
7. The Consultant, at its own cost, shall obtain and maintain during the term of this Agreement all insurance policies required pursuant to this Article. The District shall be named as an additional insured with respect to all such insurance except professional liability and Workers' Compensation Insurance. The insurance policies required pursuant to this Agreement shall be issued by one or more insurers licensed to do business in this State and having an A.M. Best Company rating of not less than an "A-9."

Prior to commencing any work on District property, the Consultant shall provide to the District authorized and executed certificates of insurance evidencing that such insurance policies are in effect (“Certificates of Insurance”). The Certificates of Insurance shall name the District as an additional insured and shall expressly require that the insurer notify the District not less than thirty (30) days prior to any cancellation of any such insurance policy. Language therein to the effect that the insurer shall “endeavor” to provide such notices shall not be acceptable. The District shall review the Certificates of Insurance required pursuant to this Paragraph to determine whether they comply with the requirements of this Agreement. The Consultant shall provide updated Certificates of Insurance to the District for each renewal of an insurance policy required pursuant to this Article. Any failure by Consultant to comply with the provisions of this Article shall be deemed a material breach of this Agreement.

- a. Workers Compensation Insurance. The Consultant shall obtain and maintain Workers’ Compensation Insurance as required by the Labor Code and Employer’s Liability Insurance with coverage in an amount not less than the statutory limit.
- b. Professional Liability Insurance. The Consultant shall obtain, and shall maintain until at least five (5) years after filing of the Notice of Completion, Professional Liability Insurance with coverage in an amount of not less than one million dollars (\$1,000,000.00).
- c. General Liability Insurance. (Applies when work is done on District Property). The Consultant shall obtain and maintain during the term of the Agreement a policy of commercial general liability insurance, written on an “occurrence” basis, providing coverage with a combined single limit of not less than one million dollars (\$1,000,000) for all activities conducted by Consultant on District property pursuant to this Agreement (“Liability Policy”). The Liability Policy shall contain a cross-liability endorsement and a waiver of the insurer’s rights of subrogation. The Liability Policy shall include limited coverage for the contractual liability assumed by the Consultant pursuant to this Agreement. The Liability Policy shall be primary with respect to any insurance or self-insurance programs covering the District, its Board members, officers, employees, agents and consultants.
- d. Automobile Liability Insurance. (Applies when work is done on District Property). The Consultant shall obtain and maintain during the term of this Agreement policies of business automobile liability insurance with a combined single limit of not less than one million dollars (\$1,000,000) per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles while on District’s property.

8. Consultant shall defend, indemnify, and save and hold harmless District, its officers, agents and employees from any claims, suits or actions of every name, kind and description brought forth, or on account of, personal injury or bodily injury (including death) of any person, including (but not limited to) workers and the public, or damage to property, resulting from or arising out of Consultant’s negligence or willful misconduct in the performance of this Agreement, save and except those matters arising from District’s sole, active negligence or willful misconduct. The parties intend that this provision shall be broadly construed to effectuate its purpose.

9. Time is of the essence of this Agreement. The Consultant shall work diligently to perform the services under the Agreement within the schedule agreed upon by the District.

10. Consultant will comply with all Federal, State and local laws and ordinances as may be applicable to the performance of work under this Agreement.

11. This is an integrated Agreement, and contains all of the terms, considerations, understanding and promises of the parties. It shall be read as a whole.

12. Consultant agrees that it has the time, ability and professional expertise to perform the services required under this Agreement. Consultant shall obtain approval/ authorization from the District prior to performing the services contemplated in this Agreement.

13. In the event of any conflict between this Agreement and the provisions of Attachment "A", the provisions of this Agreement shall govern.

14. Consultant is employed to perform unique personal services. There shall be no assignment of this Agreement by Consultant without prior written consent of District.

15. Any notices to parties required by this Agreement shall be delivered or mailed, United States first class, postage pre-paid, addressed as follows:

**LA CAÑADA UNIFIED SCHOOL DISTRICT**

Associate Superintendent of Business & Administrative Services

La Cañada Unified School District

4490 Cornishon Avenue

La Cañada, CA 91355

**CONSULTANT**

David Santana

Ollivier Corporation

8726 S. Sepulveda Blvd. Suite D311

Los Angeles, CA 90045-4085

Either party may amend its address for notice by notifying the other party in writing.

16. In any action brought by either party to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees.

17. Any action arising out of this Agreement shall be brought in Los Angeles County, California, regardless of where else venue may lie.

18. Consultant shall act as an independent contractor, and covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be an officer or employee of District by reason of this Agreement.

19. Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift of any other consideration, contingent upon or resulting from the award or making this Agreement. For breach or violation of this warranty, District shall have right to annul this Agreement without liability, or, in its discretion to deduct from the Agreement price or

consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

20. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.

21. Consultant shall not engage in unlawful employment discrimination, including but not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, disability or medical condition, marital status, citizenship, gender, or sexual orientation.

22. Consultant shall maintain and make available for inspection and audit by District or its agents, accurate records of all costs, disbursements and receipts with respect to work performed under this Agreement.

23. Consultant shall make all disclosures required by District's conflict of interest code in accordance with the category designated by District.

IN WITNESS WHEREOF, the District and the Consultant have executed this agreement the day and year first above written.

**OLLIVIER CORPORATION**

**LA CAÑADA UNIFIED SCHOOL DISTRICT**

By *Louis Boulgarides*

By \_\_\_\_\_  
Mark Evans  
Associate Superintendent of Business  
& Administrative Services



8726 S. Sepulveda Blvd., #D-311  
 Los Angeles, CA 90045-4082  
[www.olliviercorp.com](http://www.olliviercorp.com)  
[customercare@olliviercorp.com](mailto:customercare@olliviercorp.com)  
 24HR Service Line: 888-320-2220 ext.202  
 License No. 616791

**Service Rates**

Preferred Customer - Over \$250,000.00 per Year  
 Effective May 1, 2017

**Regular Hours**

Calls for service between 7:00 am and 3:00 pm, with at least 24 hours-notice

**On Site Service**

**Business Hours**

Security Technician + Trip Charge	\$125.00 / Hour
Project Manager + Trip Charge	\$125.00 / Hour
Field Engineer + Trip Charge	\$135.00/ Hour
Systems Engineer + Trip Charge	\$155.00 / Hour

All calls have a minimum charge of a Trip and Fuel Charge of **\$190.00\*\*** and a two hour minimum for labor.

The parties agree to use the \$190.00 for all calls regardless of the time of the service.

**After Hours / Weekends and Holidays**

Calls with less than 24 hours-notice, after hours and/or weekends and holidays

**On Site Service**

**On Site Service**

**After Hours**

**Weekend/Holidays**

Security Technician + Trip Charge	\$187.50 / Hour	\$250.00 / Hour
Project Manager + Trip Charge	\$187.50 / Hour	\$250.00 / Hour
Field Engineer + Trip Charge	\$202.50 / Hour	\$270.00 / Hour
Systems Engineer + Trip Charge	\$232.50 / Hour	\$310.00 / Hour

All After Hours calls have a minimum charge of a Trip and Fuel Charge of ~~\$315~~<sup>\$190</sup>\*\* and a three-hour minimum for labor.

All Weekend / Holiday calls have a minimum charge of a Trip and Fuel Charge of ~~\$315~~<sup>\$190</sup>\*\* and a four hour minimum for labor.

**Remote Service**

	<b><u>Business Hours</u></b>	<b><u>After Hours</u></b>	<b><u>Weekend/Holidays</u></b>
Systems Engineer	\$155 / Hour	\$232.50 / Hour	\$310 / Hour

No Trip Charge or Set Up Fee • One Hour Minimum

\*\*Trip and Fuel Charge is billed at \$65.00 plus one hour at \$125.00 (Two hours for after -hours / weekends and holidays), and is a minimum for all calls.

**Additional Notes**

- Labor rates are calculated per hour.
- Equipment required for service is in addition to the listed pricing.
- Additional travel time may be charged in some cases at rate of 85.00 per hour.