

# **ELK GROVE UNIFIED SCHOOL DISTRICT**

## **AGREEMENT FOR ADMINISTRATION OF SCHOOL CROSSING GUARD PROGRAM**

THIS AGREEMENT is made and entered into as of this 1<sup>st</sup> day of November 2020, by and between the ELK GROVE UNIFIED SCHOOL DISTRICT, a political subdivision of the State of California, hereinafter referred to as "DISTRICT," and GORDON SPECIAL SERVICES, DBA J AND J SPECIAL SERVICES, a California corporation, hereinafter referred to as "CONTRACTOR."

### **I. SCOPE OF SERVICES**

CONTRACTOR shall provide services in the amount, type and manner described in Exhibit A, which is attached hereto and incorporated herein.

### **II. TERM**

This Agreement shall be effective and commence as of the date first written above and shall end on June 30, 2021. The DISTRICT has the option to extend the term or services to this agreement. Any extension of term or services shall be in writing as an amendment to this agreement and signed by both parties.

### **III. NOTICE**

Any notice, demand, request, consent, or approval that either party hereto may or is required to give the other pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by mail, addressed as follows:

#### **TO DISTRICT**

Elk Grove Unified School District  
9510 Elk Grove-Florin Rd  
Elk Grove, CA 95624  
ATTN: Joe Airoso

Phone: 916-686-7786  
Fax: 916-689-3804

#### **TO CONTRACTOR**

Gordon Special Services  
DBA J and J Special Services  
PO Box 81313  
Bakersfield, CA 93380  
ATTN: Teresa Gordon

Phone 661-589-4661  
Fax 661-589-4671

Either party may change the address to which subsequent notice and/or other communications can be sent by giving written notice designating a change of address to the other party, which shall be effective upon receipt.

### **IV. COMPLIANCE WITH LAWS**

CONTRACTOR shall observe and comply with all applicable Federal, State, and DISTRICT laws, regulations and ordinances.

## **V. GOVERNING LAWS AND JURISDICTION**

This Agreement shall be deemed to have been executed and to be performed within the State of California and shall be construed and governed by the internal laws of the State of California. Any legal proceedings arising out of or relating to this Agreement shall be brought in Sacramento County, California.

## **VI. LICENSES AND PERMITS**

CONTRACTOR shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, County of Sacramento and all other appropriate governmental agencies, including any certification and credentials required by DISTRICT. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by DISTRICT.

## **VII. PERFORMANCE STANDARDS**

CONTRACTOR shall perform its services under this Agreement in accordance with the industry and/or professional standards applicable to CONTRACTOR'S services.

## **VIII. OWNERSHIP OF WORK PRODUCT**

All technical data, evaluations, plans, specifications, reports, documents, or other work products of CONTRACTOR provided hereunder shall become the property of DISTRICT and shall be delivered to DISTRICT upon completion of the services authorized hereunder. CONTRACTOR may retain copies thereof for its files and internal use. Publication of the information directly derived from work performed or data obtained in connection with services rendered under this Agreement must first be approved in writing by DISTRICT. DISTRICT recognizes that all technical data, evaluations, plans, specifications, reports, and other work products are instruments of CONTRACTOR'S services and are not designed for use other than what is intended by this Agreement.

## **IX. STATUS OF CONTRACTOR**

A. It is understood and agreed that CONTRACTOR (including CONTRACTOR's employees) is an independent CONTRACTOR and that no relationship of employer-employee exists between the parties hereto. CONTRACTOR's assigned personnel shall not be entitled to any benefits payable to employees of DISTRICT. DISTRICT is not required to make any deductions or withholdings from the compensation payable to CONTRACTOR under the provisions of this agreement and as an independent CONTRACTOR. CONTRACTOR hereby indemnifies and holds DISTRICT harmless from any and all claims that may be made against DISTRICT based upon any contention by any third party that an employer- employee relationship exists by reason of this agreement.



B. It is further understood and agreed by the parties hereto that CONTRACTOR in the performance of its obligation hereunder is subject to the control or direction of DISTRICT as to the designation of tasks to be performed, the results to be accomplished by the services hereunder agreed to be rendered and performed, and not the means, methods, or sequence used by CONTRACTOR for accomplishing the results.

C. If in the performance of this agreement, any third persons are employed by CONTRACTOR, such person shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR, and the DISTRICT shall have no right or authority over such persons or the terms of such employment.

D. It is further understood and agreed that as an independent CONTRACTOR and not an employee of DISTRICT, neither the CONTRACTOR nor CONTRACTOR'S assigned personnel shall have any entitlement as a DISTRICT employee, right to act on behalf of DISTRICT in any capacity whatsoever as agent, nor to bind DISTRICT to any obligation whatsoever.

CONTRACTOR shall not be covered by worker's compensation; nor shall CONTRACTOR be entitled to compensated sick leave, vacation leave, retirement entitlement, participation in group health, dental, life and other insurance programs, or entitled to other fringe benefits payable by the DISTRICT to employees of the DISTRICT.

E. It is further understood and agreed that CONTRACTOR must issue W-2 and 941 Forms for income and employment tax purposes, for all of CONTRACTORS assigned personnel under the terms and conditions of this agreement.

#### **X. CONTRACTOR IDENTIFICATION**

CONTRACTOR shall provide the DISTRICT with the following information for the purpose of compliance with California Unemployment Insurance Code section 1088.8: CONTRACTOR'S name, address, telephone number, social security number, and whether dependent health insurance coverage is available to CONTRACTOR.

#### **XI. COMPLIANCE WITH CHILD, FAMILY AND SPOUSAL SUPPORT REPORTING OBLIGATIONS**

A. CONTRACTOR's failure to comply with state and federal child, family and spousal support reporting requirements regarding a CONTRACTOR's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and spousal support obligations shall constitute a default under this Agreement.

B. CONTRACTOR's failure to cure such default within 90 days of notice by DISTRICT shall be grounds for termination of this Agreement.

## **XII. BENEFITS WAIVER**

If CONTRACTOR is unincorporated, CONTRACTOR acknowledges and agrees that CONTRACTOR is not entitled to receive the following benefits and/or compensation from DISTRICT: medical, dental, vision and retirement benefits, life and disability insurance, sick leave, bereavement leave, jury duty leave, parental leave, or any other similar benefits or compensation otherwise provided to permanent civil service employees pursuant to the DISTRICT Charter, the Civil Service Rule, the Public Employees' Retirement System (PERS) and/or any and all memoranda of understanding between DISTRICT and its employee organizations. Should CONTRACTOR or any employee or agent of CONTRACTOR seek to obtain such benefits from DISTRICT, CONTRACTOR agrees to indemnify and hold harmless DISTRICT from any and all claims that may be made against DISTRICT for such benefits.

## **XIII. CONFLICT OF INTEREST**

CONTRACTOR and CONTRACTOR'S officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property, or source of income that could be financially affected by or otherwise conflict in any manner or degree with the performance of services required under this Agreement.

## **XIV. USE OF FUNDS**

It is understood and agreed that no funds provided by DISTRICT pursuant to this Agreement shall be used by CONTRACTOR for any political activity or political contribution.

## **XV. NON-DISCRIMINATION IN EMPLOYMENT, SERVICES, BENEFITS AND FACILITIES**

A. CONTRACTOR agrees and assures DISTRICT that CONTRACTOR and any subcontractors shall comply with all applicable federal, state, and local Anti-discrimination laws, regulations, and ordinances and to not unlawfully discriminate, harass, or allow harassment against any employee, applicant for employment, employee or agent of DISTRICT, or recipient of services contemplated to be provided or provided under this Agreement, because of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age (over 40), medical condition (including HIV and AIDS), or physical or mental disability.

CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment, the treatment of DISTRICT employees and agents, and recipients of services are free from such discrimination and harassment.

B. CONTRACTOR represents that it is in compliance with and agrees that it will continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.) and regulations and guidelines issued pursuant thereto.

C. CONTRACTOR agrees to compile data, maintain records and submit reports to permit effective enforcement of all applicable anti-discrimination laws and this provision.



D. CONTRACTOR shall include this nondiscrimination provision in all subcontracts related to this Agreement.

#### **XVI. INDEMNIFICATION**

CONTRACTOR shall indemnify, defend, and hold harmless DISTRICT, its Board of Education, officers, directors, agents, employees, and volunteers, from and against any and all claims, demands, actions, losses, liabilities, damages and costs, including reasonable attorneys' fees, arising out of or resulting from the performance of this Agreement, regardless of whether caused in part by a party indemnified hereunder.

#### **XVII. INSURANCE**

Without limiting CONTRACTOR'S indemnification, CONTRACTOR shall maintain in force at all times during the term of this Agreement and any extensions or modifications thereto, insurance as specified in Exhibit B. It is understood and agreed that DISTRICT shall not pay any sum to CONTRACTOR under this Agreement unless and until DISTRICT is satisfied that all insurance required by this Agreement is in force at the time services hereunder are rendered.

#### **XVIII. INFORMATION TECHNOLOGY ASSURANCES**

CONTRACTOR warrants that any hardware, software, and/or embedded chip devices used by CONTRACTOR in the performance of services under this Agreement, other than those owned or provided by DISTRICT, shall be free from viruses and date related issues, and shall accurately process without error date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, the years 1999 and 2000, and leap year calculations. CONTRACTOR'S indemnification obligations to DISTRICT under this Agreement shall apply to claims, liability, loss, injury, or damage resulting from the failure of any such hardware, software, and/or embedded chip devices to perform in compliance with this standard. Nothing in this provision shall be construed to limit any rights or remedies otherwise available to DISTRICT under this Agreement.

#### **XIX. COMPENSATION AND PAYMENT OF INVOICES LIMITATIONS**

A. Compensation under this Agreement shall be limited to the Maximum Total Payment Amount set forth In Exhibit C, or Exhibit C as modified by DISTRICT in accordance with express provisions in this Agreement.

B. CONTRACTOR shall submit an invoice on the forms and in accordance with the procedures prescribed by DISTRICT on a monthly basis. Invoices shall be submitted to DISTRICT no later than the fifteenth (15th) day of the month following the invoice period, and DISTRICT shall pay CONTRACTOR within thirty (30) days after receipt of an appropriate and correct invoice.

C. DISTRICT operates on a July through June fiscal year. Invoices for services provided in any fiscal year must be submitted no later than July 31, one month after the end of the fiscal year. Invoices submitted after July 31 for the prior fiscal year shall not be honored by DISTRICT unless CONTRACTOR has obtained prior written DISTRICT approval to the contrary.

D. CONTRACTOR shall maintain for four years following termination of this agreement full and complete documentation of all services and expenditures associated with performing the services covered under this Agreement. Expense documentation shall include: time sheets or payroll records for each employee; receipts for supplies; applicable subcontract expenditures; applicable overhead and indirect expenditures.

E. In the event CONTRACTOR fails to comply with any provisions of this Agreement, DISTRICT may withhold payment until such non-compliance has been corrected.

## **XX. LEGAL TRAINING INFORMATION**

If under this Agreement CONTRACTOR is to provide training of DISTRICT personnel on legal issues, then CONTRACTOR shall submit all training and program material for prior review and written approval by DISTRICT Counsel. Only those materials approved by DISTRICT Counsel shall be utilized.

## **XXI. SUBCONTRACTS, ASSIGNMENT**

A. CONTRACTOR shall obtain prior written approval from DISTRICT before subcontracting any of the services delivered under this Agreement. CONTRACTOR remains legally responsible for the performance of all contract terms including work performed by third parties under subcontracts. Any subcontracting will be subject to all applicable provisions of this Agreement. CONTRACTOR shall be held responsible by DISTRICT for the performance of any subcontractor whether approved by DISTRICT or not.

B. This Agreement is not assignable by CONTRACTOR in whole or in part, without the prior written consent of DISTRICT.

## **XXII. AMENDMENT AND WAIVER**

Except as provided herein, no alteration, amendment, variation, or waiver of the terms of this Agreement shall be valid unless made in writing and signed by both parties. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder. No interpretation of any provision of this Agreement shall be binding upon DISTRICT unless agreed in writing by DIRECTOR and counsel for DISTRICT.



### **XXIII. SUCCESSORS**

This Agreement shall bind the successors of DISTRICT and CONTRACTOR in the same manner as if they were expressly named.

### **XXIV. TIME**

Time is of the essence of this Agreement.

### **XXV. INTERPRETATION**

This Agreement shall be deemed to have been prepared equally by both of the parties, and the Agreement and its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

### **XXVI. DIRECTOR**

As used in this Agreement, "DIRECTOR" shall mean the Director of the Safety & Security Services Department, or his/her designee.

### **XXVII. DISPUTES**

Any dispute arising under this Agreement shall be decided by DIRECTOR, who shall put his decision in writing and mail a copy thereof to the address for notice to CONTRACTOR. The decision of DIRECTOR shall be final unless within thirty (30) days from the date of mailing of such copy CONTRACTOR appeals the decision in writing to the Elk Grove Unified School DISTRICT Board of Education. In connection with any appeal proceeding under this paragraph, CONTRACTOR shall be afforded the opportunity to be heard and offer evidence in support of its appeal. Pending a final decision of dispute hereunder CONTRACTOR shall proceed diligently with the performance of the Agreement and in accordance with DIRECTOR'S decision, unless the DIRECTOR'S decision states otherwise. The decision of the Board of Education on the appeal shall be the DISTRICT'S final decision.

### **XXVIII. TERMINATION**

A. DISTRICT may terminate this Agreement without cause upon fourteen (14) days written notice to CONTRACTOR. Notice shall be deemed served on the date of mailing.

B. DISTRICT may terminate this Agreement for cause immediately upon giving written notice to CONTRACTOR should CONTRACTOR materially fail to perform any of the covenants contained in this Agreement in the time and/or manner specified. In the event of such termination, DISTRICT may proceed with the work in any manner deemed proper by DISTRICT. If notice of termination for cause

is given by DISTRICT to CONTRACTOR and it is later determined that CONTRACTOR was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph (A) above.

C. DISTRICT may terminate or amend this Agreement immediately upon giving written notice to CONTRACTOR, if DISTRICT determines that funds are not available from external sources for this Agreement or for any portion hereof, or if funds in DISTRICT'S yearly proposed and final budget are not appropriated by DISTRICT for this Agreement or any portion hereof.

D. If this Agreement is terminated by DISTRICT:

1. CONTRACTOR shall cease rendering services pursuant to this Agreement as of the termination date.

2. CONTRACTOR shall deliver to DISTRICT copies of all writings prepared pursuant to this Agreement. The term "writings shall be construed to mean and include: handwriting, typewriting, drawings, blueprints, printing, electronic media, photostating, photographing, and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds, or symbols or combinations thereof.

3. CONTRACTOR shall not incur any expenses under this Agreement after notice of termination and shall cancel any outstanding obligations to any and all third parties that CONTRACTOR can legally cancel.

E. If this Agreement is terminated under paragraphs (A) or (C), above, CONTRACTOR shall be paid for authorized and approved services performed prior to the termination date in accordance with the provisions of paragraph XIX of this Agreement.

## **XXIX. REPORTS**

CONTRACTOR shall, without additional compensation therefore, make fiscal, program evaluation, progress, and such other reports as may be reasonably required by DIRECTOR concerning CONTRACTOR'S activities as they affect the contract duties and purposes herein. DISTRICT shall explain procedures for reporting the required information.

## **XXX. AUDITS AND RECORDS**

Upon DISTRICT'S request, DISTRICT or its designee shall have the right at reasonable times and intervals to audit, at CONTRACTOR'S premises, CONTRACTOR'S financial and program records as DISTRICT deems necessary to determine CONTRACTOR'S compliance with legal and contractual requirements and the correctness of claims submitted by CONTRACTOR. CONTRACTOR shall maintain such records for a period of four years following termination of the Agreement, and shall make them available for copying upon DISTRICT'S request at DISTRICT'S expense.



### **XXXI. PRIOR AGREEMENTS**

This Agreement constitutes the entire contract between DISTRICT and CONTRACTOR regarding the subject matter of this Agreement. Any prior agreements, whether oral or written, between DISTRICT and CONTRACTOR regarding the subject matter of this Agreement are hereby terminated effective immediately upon full execution of this Agreement.

### **XXXII. DUPLICATE COUNTERPARTS**

This Agreement may be executed in duplicate counterparts. The Agreement shall be deemed executed when it has been signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

ELK GROVE UNIFIED SCHOOL DISTRICT, a political  
Subdivision of the State of California

GORDON SPECIAL SERVICES DBA  
J AND J SPECIAL SERVICES, a  
California Corporation

By \_\_\_\_\_  
Shannon Hayes,  
Chief Financial Officer

By \_\_\_\_\_  
Title: \_\_\_\_\_

"DISTRICT"

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

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

THIS AGREEMENT FORMAT HAS BEEN APPROVED BY DISTRICT COUNSEL.



## **EXHIBIT A to Agreement**

**between the ELK GROVE UNIFIED SCHOOL DISTRICT, hereinafter**

**referred to as "DISTRICT,"**

**and J AND J SPECIAL SERVICES, hereinafter referred to as  
"CONTRACTOR"**

### **SCOPE OF SERVICES**

#### **I. SERVICE LOCATION(S)**

CONTRACTOR shall provide the services required by this Agreement at the locations and schedule set forth in Attachment 1, attached hereto and by this reference incorporated herein.

#### **II. REQUEST FOR PROPOSAL AND CONTRACTOR'S PROPOSAL:**

A. The scope of services to be provided by this Agreement are those services set forth in Attachment 2a and Attachment 2b, attached hereto and by this reference incorporated herein. Attachment 2 consists of CONTRACTOR'S Proposal dated August 1, 2020. CONTRACTOR agrees to perform all services stated in this Agreement for the compensation described herein.

B. The DISTRICT'S Director of the Safety & Security Services Department or designee, may negotiate with CONTRACTOR and approve reasonable modifications in tasks, work products, schedules, milestones, and staff assignments so long as such modifications are within the general scope of services provided under this Agreement, do not exceed the Maximum Total Payment Amount, and are determined to be in the best interest of DISTRICT.

#### **III. SCHEDULE**

CONTRACTOR shall perform the services in an expeditious manner in accordance with a mutually acceptable schedule developed between DISTRICT and CONTRACTOR.

#### **IV. RESPONSIBILITIES OF DISTRICT AND CONTRACTOR FOR SCOPE OF WORK**

A. DISTRICT, or its authorized representatives, shall review all documents submitted by CONTRACTOR and render decisions pertaining thereto as promptly as is reasonable under the circumstances at the time in order to avoid

unreasonable delay of the progress of CONTRACTOR, DISTRICT shall furnish information and services as required by this Agreement and shall render approvals and decisions as expeditiously as is reasonably necessary under the circumstances at the time for the orderly progress of the CONTRACTOR'S services and of the project.

B. CONTRACTOR shall be solely responsible for the quality and accuracy of its work and the work of its sub consultants performed in connection with this Agreement. Any review, approval, or concurrence therewith by the DISTRICT shall not be deemed to constitute acceptance or waiver by the DISTRICT of any error or omission as to such work. CONTRACTOR shall coordinate the activities of any sub consultants and is responsible to insure that all plans, drawings, and specifications are coordinated and interface with the other applicable plans, drawings, and specifications to produce a unified, workable, and acceptable whole functional product.

#### V. AUTHORITY OF CONTRACTOR PERFORMING SCOPE OF WORK

CONTRACTOR is retained to provide and perform the scope of services covered by this Agreement. CONTRACTOR, including CONTRACTOR'S assigned personnel, shall have no authority to represent DISTRICT or DISTRICT staff at any meetings of public or private agencies unless an appropriate DISTRICT official provides prior written authorization for such representation that outlines the purpose, scope and duration of such representation. CONTRACTOR shall possess no authority or right to act on behalf of DISTRICT in any capacity whatsoever as agent, nor to bind DISTRICT to any obligations whatsoever. DISTRICT is responsible for making all policy and governmental decisions related to the work covered by this Agreement.

#### VI. PUBLICATION OF DOCUMENTS AND DATA

CONTRACTOR shall not publish, or disclose to any third party, documents, data, or any confidential information relative to the work of the DISTRICT without the prior written consent of DISTRICT. However, submission or distribution to meet official regulatory requirements, or for other purposes authorized by this Agreement, shall not be construed as publication in derogation of the rights of either the DISTRICT or CONTRACTOR.

#### VII. PROJECT PERSONNEL

In the performance of the services hereunder, CONTRACTOR shall provide the personnel as set forth in the Proposal. Any change in such personnel or reassignment in their project responsibilities must be agreed to in writing by the Director or his authorized representative before any such change may be made.

It is in the best interest of the DISTRICT to protect the lives and safety of the children attending schools participating in the DISTRICT'S School Crossing Guard Program. DISTRICT, therefore, requires any and all entities contracting



with DISTRICT for the administration of the DISTRICT'S School Crossing Guard Program to ensure that background checks shall be performed on all prospective school crossing guards hired/employed by the CONTRACTOR for this Program. By requesting this, DISTRICT is doing its share to comply with California Education Code Section 45125.1.

The CONTRACTOR shall ensure that background checks will be performed on all adults hired as school crossing guards through a firm in connection with this Agreement with DISTRICT. Said background checks shall be conducted in accordance with any and all applicable County, State of California, and federal regulations, ordinances and statutes. These background checks may include fingerprint checks through a local public law enforcement agency, the Department of Justice, and if necessary, the Federal Bureau of Investigation (FBI). CONTRACTOR shall further ensure that no adult be assigned a position as a School Crossing Guard in connection with DISTRICT'S School Crossing Guard Program until said background check is complete and clearance /approval is received from the law entity used to conduct the background check. Fees may be incurred by CONTRACTOR in performing the background checks. These costs shall be incorporated in the Agreement with DISTRICT as part of the compensation.

## EXHIBIT B to Agreement

between the ELK GROVE UNIFIED SCHOOL DISTRICT, hereinafter

referred to as "DISTRICT," and J AND J SPECIAL

SERVICES, hereinafter referred to as "CONTRACTOR"

### ELK GROVE UNIFIED SCHOOL DISTRICT

#### INSURANCE REQUIREMENTS FOR CONTRACTORS

Without limiting CONTRACTOR'S indemnification, CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by CONTRACTOR, his agents, representatives or employees. DISTRICT shall retain the right at any time to review the coverage, form, and amount of the insurance required hereby. If, in the opinion of DISTRICT'S Risk Management Department, the Insurance provisions in these requirements do not provide adequate protection for DISTRICT and for members of the public, DISTRICT may require CONTRACTOR to obtain insurance sufficient in coverage, form, and amount to provide adequate protection. DISTRICT'S requirements shall be reasonable but shall be imposed to assure protection from and against the kind and extent of risks that exist at the time a change in insurance is required.

#### VERIFICATION OF COVERAGE

CONTRACTOR shall furnish DISTRICT with certificates evidencing coverage required below. **Copies of required endorsements must be attached to provide certificates.** The DISTRICT Risk Manager may approve self-insurance programs in lieu of required policies of insurance if, in the opinion of the Risk Manager, the interests of the DISTRICT and the general public are adequately protected. All certificates or evidences of self-insurance are to be received and approved by DISTRICT before performance commences. DISTRICT reserves the right to require that CONTRACTOR provide complete, certified copies of any policy of insurance offered in compliance with these specifications. As an alternative to insurance certificates, CONTRACTOR'S insurer may voluntarily provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.



## MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. GENERAL LIABILITY: Insurance Services Office's Commercial General Liability occurrence coverage form CG 0001. Including, but not limited to Premises/Operations, Products/Completed Operations, and Personal & Advertising Injury, without exclusions or limitations unless approved by DISTRICT Risk Management Office.
2. AUTOMOBILE LIABILITY: Insurance Services Office's form CA 0001, auto coverage symbol "1" (any auto). If there are no owned or leased vehicles, symbols 8 and 9 for non-owned and hired autos shall apply. Personal automobile insurance shall apply if vehicles are individually owned.
3. WORKERS' COMPENSATION: Statutory requirements of the State of California and Employer's liability Insurance.
4. PROFESSIONAL LIABILITY or Errors and Omissions Liability insurance appropriate to the Contractor's profession.
5. UMBRELLA or Excess Liability policies are acceptable where the need for higher liability limits is noted in the Minimum Limits of Insurance and shall provide liability coverage that at least follow form over the underlying insurance requirements where necessary for Commercial General Liability, Automobile liability, Employers' Liability, and any other liability coverage designated under the Minimum Scope of Insurance.

## MINIMUM LIMITS OF INSURANCE

CONTRACTOR shall maintain limits no less than:

1. General liability shall be on an Occurrence basis (as opposed to Claims Made basis). Minimum limits and structure shall be:

General Aggregate: \$2,000,000

Products Comp/Op Aggregate: \$2,000,000

Personal & Adv. Injury: \$1,000,000

Each Occurrence: \$1,000,000

Fire Damage: \$ 100,000

2. Automobile Liability: Corporate/business owned vehicles including non-owned and hired, \$1,000,000 Combined Single Limit. Individually owned vehicles, \$250,000 per person, \$500,000 each accident, \$100,000 property damage.

3. Workers' Compensation: Statutory

4. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

#### DEDUCTIBLES AND SELF-INSURED RETENTION

Any deductibles or self-insured retention must be declared to and approved by DISTRICT. At the option of DISTRICT either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the DISTRICT, its officers, officials, employees and volunteers; or CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

#### OTHER INSURANCE PROVISIONS

The insurance policies required in this Agreement are to contain, or be endorsed to contain, as applicable, the following provisions:

1. ADDITIONAL INSURED STATUS: The DISTRICT, its officers, directors, officials, employees, and volunteers are to be endorsed as additional insured as respects: liability arising out of activities performed by or on behalf of the CONTRACTOR; products and completed operations of the CONTRACTOR; premises owned, occupied or used by the CONTRACTOR; or automobiles owned, leased, hired or borrowed by the CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to DISTRICT, its officers, directors, officials, employees, or volunteers. Applicable to General Liability, use ISO form CG2010 11.85 only, and Auto Liability Policies.

2. PRIMARY INSURANCE: For any claims related to this Agreement, the CONTRACTOR's insurance coverage shall be endorsed to be primary insurance as respects DISTRICT, its officers, directors, officials, employees, and volunteers. Any insurance or self- insurance maintained by the DISTRICT, its officers, directors, officials, employees, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it. Applicable to General Liability and Auto Liability policies.

3. FAILURE TO COMPLY: Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the DISTRICT, its officers, directors, officials, employees, or volunteers. Applies to policies where the DISTRICT is named as additional insured.

4. SEVERABILITY OF INTEREST: The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Applicable to General and Auto Liability policies.



5. MAINTENANCE OF INSURANCE COVERAGE: The Contractor shall maintain all insurance coverages in place at all times *and* provide the DISTRICT with evidence of each policy's renewal ten (10) days in advance of its anniversary date. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, reduced in coverage, or reduced in limits, except after thirty (30) days' written notice *for* cancellation or sixty (60) days' written notice *for* non-renewal has been given to the DISTRICT. For non-payment of premium 10 days prior written notice of cancellation, certified mail, return receipt requested is required. Applicable to all policies.

6. WORKERS' COMPENSATION WAIVER OF SUBROGATION: The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the DISTRICT, its officers, Directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with work performed under this agreement by the CONTRACTOR.

7. PROPERTY/WAIVER OF SUBROGATION: Course of construction policies shall contain the following provisions:

1. The DISTRICT shall be named as loss payee.

2. The insurer shall waive all rights of subrogation against the DISTRICT.

8. CIVIL CODE PROVISION: Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

9. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII The DISTRICT Risk Manager may waive or alter this requirement, or accept self-insurance in lieu of any required policy of insurance if, in the opinion of the Risk Manager, the interest of the DISTRICT and the general public *are* adequately protected.

10. SUBCONTRACTORS: Contractor shall require all subcontractors to maintain adequate insurance. Subcontractors shall name Contractor as additional insured on their General Liability and Commercial Automobile Liability policies. Contractor shall maintain copies of certificates of insurance and additional insured endorsements as provided by Contractor's subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

## **EXHIBIT C to Agreement**

**between the ELK GROVE UNIFIED SCHOOL DISTRICT, hereinafter**

**referred to as "DISTRICT,"**

**and J AND J SPECIAL SERVICES, hereinafter referred to as  
"CONTRACTOR"**

### **COMPENSATION**

#### **I. MAXIMUM PAYMENT TO CONTRACTOR**

The Maximum Total Payment Amount under this Agreement is: **\$142, 890.33**

Compensation Summary

Time and Expense (Not to Exceed) **\$142,890.33**

Total **\$142,890.33**

#### **II. COMPENSATION COMPONENTS**

A. Time and Expense: Compensation for services rendered shall be paid on a time and expense basis at the usual and customary rates for the services actually rendered, as stated in CONTRACTOR'S Proposal. The rates stated in the Proposal shall apply for all services provided throughout the term of this Agreement.

#### **III. WORK NOT IN SCOPE OF SERVICES**

CONTRACTOR shall immediately notify the DISTRICT'S Project Manager in writing of any work that the DISTRICT requests to be performed that CONTRACTOR believes is outside of the original scope of work covered by this Agreement. If it is determined that said request is outside of the scope of work, such work shall not be performed unless and until the Director approves such request in writing and authorizes the use of any contingency funds for such work, or an amendment providing for an adjustment in CONTRACTOR'S compensation is approved and executed by both parties.

#### **IV. NOTIFICATION OF 75% EXPENDITURE OF COMPENSATION**

CONTRACTOR shall notify DISTRICT'S Project Manager in writing upon expenditure of seventy-five percent (75%) of the authorized Agreement amount. Such notice shall identify the percentage of funds expended, the percentage of work completed, an explanation of any variation between these two (2) percentages, and an assessment of the cost of the remaining work to be performed.



## **V. ITEMIZED TASKS AND SUBTASKS**

If the CONTRACTOR'S Proposal contains a schedule of tasks or subtasks with identified levels of effort such as estimated hours and/or estimated costs, or identifiable work products, milestones, or other events, then compensation for these individual tasks or activities shall not exceed the identified estimate or other limiting factors without the written approval of the DISTRICT'S Project Manager. CONTRACTOR shall promptly notify the DISTRICT'S Project Manager in writing of any tasks, subtasks, work products, or milestones that need to be reevaluated and indicate the reason and/or justification for such reevaluation. The DISTRICT'S Project Manager is authorized to negotiate adjustments or individual tasks so long as the work is within the general scope of the project and the total compensation does not exceed the Maximum Total Payment Amount under this Agreement listed above.

***Elk Grove School District***  
**RATE PROPOSAL 2020/2021**

		Number of	Total	Hourly	Daily	School	Total
		Locations	Hours	Cost	Cost per	Days	Cost
			Per Day		location		
	* Hourly Rate	10	5	19.47	97.35	126 \$	122,661.00
Year Round	* Hourly Rate	1	5	19.47	97.35	155 \$	15,089.25
	*** Healthy Workplace Family Act	11	8	19.47	155.76	3 \$	5,140.08
These requirements are included in rate							
	DOJ background Checks					\$	
	Training & Guard Supplies					\$	
	Field Supervisor					\$	
	Total Bid					\$	142,890.33

❖ **The District will compensate the vendor for actual hours of service provided.**

\* A minimum of 4 hours per location

\*\* An additional hour per split for any employee required to work a split shift per California Industrial Welfare Commission Order No. 4-2001 (Updated as of January 1, 2006). A split shift is defined as: " When an employee works a split shift , one (1) hour's pay at the minimum wage shall be paid in addition to the minimum wage for that Work day, except when the employee resides at the place of employment."

\*\*\* Three (3) additional 8 hour da y's per location per school year, totaling 24 hour s per location. This is to cover the Healthy Workplace Healthy Family Act of 2014 (AB 1 522 ) which was effective July 1st 2015. These hours will be billed to the district as 24 hours per location as part of the invoice covering the last week of the school year (prior to summer school if applicable).

\*\*\*\* Our rate is based on minimum wage at (\$13.00) per hour. In the event that minimum wage is increased during this contract the rate will increase an amount equal to the minimum wage increase and an additional 22% of only the increased amount to cover the employers payroll burden. An example would be if minimum wage were to increase fifty cents (\$.50) per hour the rate would increase fifty cents (\$.50) plus eleven cents (\$.11) per hour, totaling sixty one cents (\$.61).



**CROSSING GUARD CONTRACT WITH GORDON SPECIAL SERVICES**

Below are the locations proposed for crossing guard services within our district. The guards will be located at the crosswalks at the following locations before and after school based on the school attendance schedule:

- Smedberg Middle School / Sheldon High School (Kingsbridge / Kadlin Way)
- Elk Grove High School (Elk Grove-Florin and Tralee Way)
- Laguna Creek High School (Vicino and Big Horn)
- Joseph Kerr Middle School (Elk Grove Blvd and Elk Grove-Florin Road)
- Franklin High School (Whitelock Parkway and Franklin High Road)
- Monterey Trail High School (Calvine Road and Cliffcrest Drive)
- Pleasant Grove High School (Bond Road and School Loop Road)
- Marion Mix Elementary School (Franklin Blvd and Laguna Park Drive)
- Valley High School (Center Parkway and Ehrhardt Ave)
- Elizabeth Pinkerton Middle School (Big Horn Blvd. and Whitelock Parkway)
- Zehnder Ranch Elementary School (Big Horn Blvd. and Denali Cir-South)