



PALISADES CHARTER HIGH SCHOOL

CHIEF BUSINESS OFFICER

COVER SHEET FOR AGENDA ITEMS

February 8, 2022

TOPIC/ AGENDA ITEM:

VIII. FINANCE

A. Allied Security Contract

PERSONNEL INVOLVED:

Board of Trustees, Executive Director/Principal, Chief Business Officer, Director of Operations, Assistant Principal of Athletics/Discipline/Student Activities

ISSUES INVOLVED/FISCAL IMPLICATIONS (IF ANY):

The purpose of this action is to approve a contract for a new security vendor. The contract between PCHS and Allied Security Services is for the period of January 10, 2022, through June 30, 2022. This security vendor was brought on to fill the need that our other security vendors could not meet. The fiscal impact is neutral, since Allied Security is replacing personnel from “The Perfect Event” (TPE), who charges a higher hourly rate.

The contract has been vetted by the Budget & Finance committee. Although the hourly rate is higher compared to our original security vendor, the school needs to secure reliable services for the remainder of the school year. The contract expires on June 30, 2022, and the Finance/HR team will be re-bidding the security services contract for 2022-23.

IMPACT ON SCHOOL MISSION, VISION OR GOALS, (IF ANY):

The action requested of the Board today will support the goal of ensuring a safe and positive school environment.

OPTIONS OR SOLUTIONS:

The expectation is that the board approve the contract for Allied Security Services.

CHIEF BUSINESS OFFICER’S RECOMMENDATION:

The Chief Business Officer recommends that the Board approve the 21-22 Allied Security contract.

RECOMMENDED MOTION:

“To approve the Allied Security Services contract for 2021-2022.”

Juan Pablo Herrera
Chief Business Officer



ALLIED Consulting & Security Services
23452 Lyons Ave. #200B
Newhall, CA. 91321
818-945-7233
PPO#16770

SECURITY SERVICES AGREEMENT

This Agreement, dated the 7th day of January 2022, by and between
ALLIED Private Investigations & Security Services, INC. DBA of;
ALLIED Consulting & Security Services, hereinafter called "Contractor"
AND
Palisades Charter High School, hereinafter called "Client".

During the periods of January 10, 2022, to June 30, 2022, Contractor agrees to provide licensed unarmed security officers to the Client at their site located at 15777 Bowdoin Street, Pacific Palisades, CA 90272.

1. These services shall be for unarmed security officers in an agreed upon security uniform. Contractor shall provide Client Security Officers based on the needs of the Client. It is anticipated at the signing of this Agreement that the Client will need as a default schedule: one (1) Security Officer at a time to cover, 12.5 hours per day (7:00am – 7:30pm), two (2) days per week (Saturday & Sunday), though may from time to time need to extend the end time on these days until as late as 11:30pm as per scheduled events. Contractor agrees to put forth best efforts to fill other requested coverage as needed.
2. Client agrees to a default (6) hour minimum per requested coverage shift, but Contractor and Client both agree that when 4 to 6 hour shifts may be needed to make weekend schedules work for per day coverage that is \leq 17.0 hours in one Calendar Day (i.e. Shift #1: 7:00am-3:30pm, Shift #2: 3:30pm-Midnight), then both agree a 4 to 6 hour shifts may be used to make that work. An example would be: Shift #1 Guard is OK to work a shorter shift on any given weekend day but Shift #2 Guard insists on a full 8.5 hour Shift with 30-Minute Duty-Free Meal Break, so the day is scheduled as Shift/Guard #1: 7:00am – 11:30am and Shift/Guard #2: 11:00am – 7:30pm, so a 4.5 hour shift is acceptable to both Guard #1 and Contractor, and charged to Client as a 4.5 hour shift. Client agrees to monitor the PCHS Facilities-Use Calendar on PCHS's Website 5-7 days in advance for any schedule changes and/or amendments. General rule is security coverage needed until the later of 7:30 PM or 30 minutes after the scheduled end of last on-campus activity. Contractor agrees to monitor the PCHS's Website weekly for schedule changes.

For any special event with over 15 security officers assigned a Security Manager is required to be scheduled.

3. Contractor agrees to provide security officers that are appropriately trained, and who have a valid and current security guard card. Contractor also agrees that all security officers will undergo all training as required by Client, including mandatory training, as well as certification of tuberculosis (TB) clearance and Client's background check clearance, as required prior to being assigned and/or working on campus. Contractor also agrees that all security officers will meet all state, county and local requirements, including, but not limited to, SB 1626. That said, all training shall be completed in a timely manner.
4. This Agreement shall only be terminated upon (1) the mutual written consent of Contractor and Client; or (2) either party providing thirty days' notice of intention to terminate; or (3) Contractor providing written notice to Client of its intention to terminate the Agreement following an additional 10-day cure period as a result of the failure of Client to pay Contractor for services rendered within the timeframe under paragraph 5 herein.

5. The Client agrees to pay the Contractor for the unarmed security officer guard service rendered following the below rate scale based on weekly average hours of a typical five-day school or work week. Overtime rate will be applied for guard services requested on the following recognized holidays: New Year's Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Eve and Christmas Day. Overtime rates for the aforementioned holidays will be waived upon Contractor obtaining all available site hours (250 plus hours). Any invoice paid within 15 days of invoice receipt date shall be given a 2% early pay discount. This 2% early pay discount shall be applied to the following subsequent invoice, and shall only be applied to labor costs and not direct expenses.

Service Hours	Rates
0-99.9 Weekly Average Hours	\$33.00 per officer hour
100-174.9 Weekly Average Hours	\$32.00 per officer hour
175-249.9 Weekly Average Hours	\$31.00 per officer hour
250+ Weekly Average Hours	\$30.00 per officer hours

Client agrees to pay Contractor a to-be-determined monthly fee for technology Tour system, software and license, per smart device, should the need arise and Contractor and Client mutually agrees to do so in a written Addendum to this Agreement.

The rate for security services shall be reviewed at the termination of the contract. In addition, if Federal, State, or Local Minimum wage is changed during the course of this contract, contractor will submit any price changes with 30-day notice in advance of the corresponding rate adjustment. Also, if any other state, governmental law, or regulation is applied during the course of contract that effects the Contractors rates, a price change notice will be submitted with 30 days' advance notice of the corresponding rate adjustment.

6. Contractor shall submit an invoice to the Client on a bi-weekly (every other week) basis typically with said invoice being due and payable within 30 days after the date of invoice receipt by Client. Client agrees to pay a finance charge of 1.5% per month on all balances that are over 60 days past due. In the event that Contractor commences legal proceedings to collect sums due hereunder, Contractor may recover all costs of suit, interest and reasonable attorney's fees.
7. The Client reserves the right to change the specifications at any time, and in the event of such change, Contractor and Client shall negotiate to determine what, if any price adjustments are to be made. Any such change in specifications and/or price adjustments shall be specifically set forth in a written addendum to this Agreement and signed by Contractor and Client.
8. Contractor acknowledges and agrees that it is an independent contractor and not an employee of Client. Contractor shall pay all payroll taxes, social security taxes, unemployment compensation taxes, withholding taxes and any other tax or contribution now or hereafter in effect imposed by reason of or measured by the employment of any person or the payment of any wage, salary, or other remuneration, by Contractor, in the performance of the services provided under this Agreement.
9. Contractor shall carry a commercial general liability insurance policy written on an occurrence basis, providing coverage of at least \$1,000,000 per occurrence for bodily, personal injury and property damage in a General Liability Policy, and workmen's compensation insurance to the extent required by law. The General Liability Policy shall include a separate endorsement naming the Client, its officers, agents, and employees as additional insureds. The General Liability Policy shall include coverage for the contractual liability assumed by the Contractor under this Agreement. It is agreed and understood, however, that the Contractor is not an insurer of property or persons guarded. In the event that a claim is made by any person, entity or corporation, including Client, against the Contractor, the Client shall not be entitled to retain the amount of any such claim out of any monies due or owed to the Contractor for the payment of such claim.
10. Client acknowledges that the furnishing of the security services provided for herein by the Contractor does not guarantee protection against all contingencies.
11. If, at the request of the Client, a guard is assigned duties other than common security guard industry duties, or duties other than those outlined specifically in this Agreement, the Client hereby assumes complete responsibility, therefore.

- 12. If there is enacted any law, regulation, ruling, or other such mandate, by any authority having jurisdiction over the subject matter which alters the hours of service, rates of pay, working conditions or costs of performing the service herein provided for, the Client agrees that this contract will be subject to renegotiation to take into account these increased costs, provided however, any such change shall be specifically set forth in a written addendum to this Agreement and signed by Contractor and Client.
- 13. In consideration of retaining the services of Contractor hereunder, Client agrees that during the term of this Agreement and for a period of two (2) years after termination of this Agreement, Client will not for itself, as an agent or employee, or on behalf of any person or entity, directly or indirectly, solicit, attempt to solicit, or do business with any person who has provided services under this Agreement as an employee or independent contractor of Contractor. Client understands that if the provisions of the within paragraph are violated, Contractor would be seriously and irreparably damaged, and agrees that Contractor will be entitled to seek appropriate remedies for those damages, including, without limitation, injunctive relief to enforce this paragraph and all reasonable attorney's fees incurred by Contractor to enforce the terms hereof.
- 14. This Agreement shall be governed by the laws of The State of California. Any dispute arising between the parties regarding enforcement or application of this Agreement, which cannot be amicably resolved, shall be brought before a court of competent jurisdiction in Los Angeles County, the parties hereto waiving any claim or defense that such forum is not convenient or proper. It is agreed and understood that each party waives the right to trial by jury.
- 15. The invalidity or enforceability of any particular provision of this Agreement shall not affect the enforceability of or invalidate the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions had never been part hereof and were omitted here from.
- 16. This is the entire Agreement between the parties and there are no other terms, obligations, covenants, representatives, warranties or conditions, oral or otherwise, of any kind whatsoever. This Agreement may not be modified or terminated orally but only by an instrument in writing signed by the party against whom any such modification or termination is to be enforced.

In witness whereof and with the intent to be legally bound the parties have executed this Agreement as of the day and year first above written.

CLIENT:


Signature

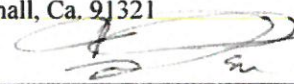
By (Print): Pamela Magee

Title: Executive Director & Principle

CONTRACTOR:

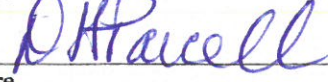
ALLIED Consulting & Security Services

**23542 Lyons Ave. #200B
Newhall, Ca. 91321**

By: 

Harvey Martin
Director of Operations

CLIENT:


Signature

By (Print): Don Parcell

Title: Director of Operations