



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 security services agreement between PCHS and The Perfect Event (TPE). The contract between PCHS and TPE is effective July 1, 2021. This security vendor was brought on in late 2020-2021 because our primary security vendor could not meet our need. They have continued to provide security services into 2021-22.

The contract lists a base price of \$29.50, effective 7/1/2021. The contract also outlines a price increase, effective 10/18/2021. The fiscal impact of this price increase was approximately \$20,000 and was accounted for during First Interim reporting using relief funds. In addition, the contract outlines another price increase effective 1/1/2022. The fiscal impact of the 1/1/22 price increase is approximately \$7,840. This amount is not budgeted for and will be accounted for during Second Interim reporting. The contract has been vetted by the Budget & Finance committee. The feedback provided was to amend section 4(c) to address the third-party vendor/contractor language. The Finance/HR team will also 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 school environment.

OPTIONS OR SOLUTIONS:

The expectation is that the board approve the contract for The Perfect Event.

CHIEF BUSINESS OFFICER'S RECOMMENDATION:

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

RECOMMENDED MOTION:

“To approve the TPE security services contract for 2021-2022.”

Juan Pablo Herrera
Chief Business Officer

TPE

SECURITY

TPE: Security

No contract in place

- As of 11/30/21, we have paid this vendor \$103k+ for services
- This is very problematic given that we do not have a signed contract
- We “awarded” a six-figure contract without bidding or even signing a contract.

Price Increase

- Given that there is no contract, the vendor took a retroactive price increase in mid-Oct. Rates went from \$30 per hour to \$33 per hour.
- The difference/increase was accounted for during ESSER II/III funding
- The proposed contract lists yet another retroactive price increase. From \$33 to \$35 per hour (effective Jan 1, 2022).
- Finance team determines this to be a \$7,840 fiscal impact in 2nd semester. This amount is not budgeted for.



Security Services Agreement

This Agreement is entered as of 7/1/2021 by and between The Perfect Event Inc., 3133 E. South Street, Long Beach, California 90805 ("TPE") and PALISADES CHARTER HIGH SCHOOL, 15777 Bowdoin St, Pacific Palisades, CA 90272 ("Client").

TPE and Client shall be referred to together as the ("Parties"). TPE and Client agree that TPE shall provide security services to Client, pursuant to the following terms and conditions (the "Agreement"):

1. Service Details.

The scope and extent of the services are specified in **Attachment "A"**, attached hereto and incorporated as part of this Agreement.

2. Fees and Payments.

(a) Fee Schedule: The total price agreed upon (the "Contract Price") is

- MINIMUM BOOKING TIME IS 6 CONSECUTIVE HOURS PER GUARD PER DAY
- Dates: 7/1/21 - 10/17/21; Rate: \$29.50/hour per guard
- Dates: 10/18/21 - 12/31/21; Rate: \$33/hour per guard
- Dates: 01/01/22 - 06/30/22; Rate: \$35/hour per guard

(b) Deposit and Payment: Invoices will be sent bi-weekly. Payment is due within 30 days of invoice receipt.

(c) Cancellation: Contract is at-will and on an as-needed basis. Either party may terminate the agreement at any time for convenience.

(d) Service Charge: Client agrees to pay an initial service charge of 2.5% for any past due payments and 2.5% for each month thereafter until paid in full.

(e) Collection: Should Client fail to pay any payment when due, Client shall pay all reasonable court costs, investigation fees, and attorneys' fees and costs as well as all other costs of collection incurred by TPE in collecting any past due amount from Client.

3. Insurance And Indemnity.

- (a)
- (i) TPE and Client represents and warrants that it carries Workers' Compensation insurance to the extent required by law.

3. Insurance And Indemnity (Continued)

(ii) TPE and Client shall carry a comprehensive commercial general and professional liability insurance policy, written on an "occurrence" basis, providing coverage of at least \$1,000,000 per occurrence for bodily injury, personal injury & property damage ("General Liability Policy"). 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 Consultant under this Agreement. Upon request of either Party, the other Party shall provide satisfactory evidence of such insurance coverage.

(b) Client shall defend, indemnify and hold harmless TPE, its agents and employees from or against any claim, loss (including but not limited to, fire, theft, or other casualty or loss), damage, injury, judgment, liability, lien or cause of action, including reasonable attorney's fees and/or costs, for injury to person or property, or death of a person (collectively hereinafter "Claims"), arising from, or alleged to have arisen from, the active or passive negligence, concurrent or otherwise, or willful misconduct of Client, its employees, students, guests, attendees, associates or agents, in connection with the services, venue, or TPE's performance of its services hereunder, or for any defect on the venue premises, or for any services not specified herein or in Attachment "A" and performed by TPE at the request, direction, or on behalf of Client.

(c) Subject to the preceding paragraph, TPE shall defend, indemnify and hold harmless Client, its agents and employees from or against any claim, loss (including but not limited to, fire, theft, or other casualty or loss), damage, injury, judgment, liability, lien or cause of action, including reasonable attorney's fees and/or costs, for injury to person or property, or death of a person (collectively hereinafter "Claims"), but only to the extent that such Claims are arising from, or alleged to have arisen from, the performance of services under this Agreement, or were caused, or alleged to have been caused, by the negligence or willful misconduct of TPE, its employees or agents while TPE, its employees or agents were acting within the course and scope of their duties and authority under this Agreement. In no event shall TPE be liable to the extent that any Claims are caused in whole or in part by the active or passive negligence or willful misconduct of Client, any employees, students or agents of Client, or by any defect on the venue premise. In no event shall TPE be liable for any consequential or incidental damages or loss of profits.

(d) Notwithstanding anything to the contrary herein, TPE's indemnity obligations set forth in this Section shall not be construed as a waiver of the statutory protections afforded to TPE by any and all applicable Workers' Compensation laws or statutes.

(e) The indemnity obligations of TPE and Client set forth herein shall survive the expiration or termination of this Agreement.

4. Independent Contractors.

(a) TPE agrees to perform the services described in this Agreement as an independent contractor and not as an employee, agent, or associate of Client.

(b) TPE shall hire all personnel and may change personnel at will. Upon reasonable request by Client, TPE shall reassign its employees as long as such request does not violate any applicable state or federal law. TPE shall be responsible for the payment of all its employees' wages, appropriate expenses, and employer's contribution to all applicable taxes.

(c) TPE shall have the right to contract with third party vendors and subcontractors, in order to provide the necessary services, unless otherwise mutually agreed upon by the Parties in writing. In no event will TPE be responsible for any of the actions, active or passive negligence, or willful misconduct of the third party vendors or subcontractors, their employees or agents, in connection with TPE's performance of its services hereunder, or for any services not specified herein or in Attachment "A" and performed by TPE at the request, direction, or on behalf of Client.

5. Confidentiality.

TPE's research, business plan, development of services and products, customer lists, vendor lists, finances, and trade secrets are confidential information and Client agrees not to disclose such confidential information or information relating thereto to any person, firm, corporation or any other entity. The release of any such information to any person shall be deemed to be a violation of this Agreement.

6. Force Majeure.

The obligations of either TPE or Client herein may be suspended during any period where performance is prevented by acts of God, nature, civil or labor disturbance, or events beyond TPE's or Client's reasonable control.

7. No Warranty.

Client recognizes that TPE is not an insurer of property or persons and makes no warranty, express or implied, that the services provided will prevent loss, damage or injury to Client's guests, invitees, employees, or property, or from injury or death of any person or the consequences therefrom.

8. Waiver.

The failure of any party at any time or times to require performance of any provision hereof shall in no manner affect the right at a later time to enforce the same or any other provision of this Agreement.

9. Entire Agreement.

This Agreement sets forth the entire agreement and understanding of the Parties in respect of the transactions contemplated hereby and supersedes all prior and contemporaneous negotiations, promises, covenants, agreements, representations, arrangements, undertakings and understandings relating to the subject matter hereof. No representation, promise, inducement or statement of intention has been made which is not embodied in this Agreement and its Attachments. None of the Parties shall be bound by or be held liable for any alleged representation, promise, inducement or statement not set forth herein.

10. Representative Capacity.

Each party who signs this Agreement in a representative capacity represents and warrants that he or she is authorized to execute the Agreement on behalf of the person or entity on whose behalf his or her signature is affixed.

11. California Law.

This Agreement is entered into in California. The Parties expressly agree that the Agreement shall be governed by, interpreted, construed and enforced in accordance with the domestic laws of the State of California without regard to principles of conflicts law.

12. Interpretation Of Agreement.

The language of this Agreement shall be interpreted as a whole, according to its fair meaning, and not strictly for or against any of the Parties, regardless of which is the drafter of this Agreement.

13. Amendment/Modification.

This Agreement may only be amended, modified, or superseded in writing executed by each of the Parties.

14. Attorney Fees.

In the event legal action or proceeding is necessary or appropriate to enforce or construe a provision of the Agreement, or to seek relief for breach thereof, the Parties shall bear their own costs and shall not be entitled to recover attorney fees.

15. No Third Party Rights.

Nothing in this Agreement is intended to confer any rights or remedies on anyone other than the Parties to the Agreement and their respective successors, representatives and assigns. The provisions of this Agreement shall not entitle any person not a signatory to this Agreement to any rights as a third party beneficiary, or otherwise, it being the specific intention of the Parties hereto to preclude any and all non-signatory Parties from any such third party beneficiary rights, or any other rights whatsoever.

THIS AGREEMENT, INCLUDING ALL ATTACHMENTS, MAY BE EXECUTED IN COUNTERPARTS AND A FACSIMILE OR ELECTRONIC SIGNATURE PAGE WILL HAVE THE SAME FORCE AND AFFECT AS THE ORIGINAL SIGNATURE PAGE.

IN WITNESS HEREOF, Parties have executed this contract as of the day, month and year indicated above.

The Perfect Event, Inc.

Signature: 

Name: DAN WILSON

Title: CHIEF EXECUTIVE OFFICER

PALISADES CHARTER HIGH SCHOOL

Signature: _____

Signed By: Dr. Pam Magee

Title (if applicable): Executive Director & Principal

Signature: _____

Signed By: Don Parcell

Title (if applicable): Director of Operations

ATTACHMENT "A"

A. Daily School Guard Responsibilities:

- Campus Access support regarding health check, ID check, perimeter security, on-campus patrolling, and buses.
- Log in Visitors into campus during school hours.
- Help with bus arrivals and log in arrival times. Help with bus departures in PM.
- Mask mandate enforcement. Verbally remind all students and staff that masks must be correctly worn on campus at all times with no exceptions.
- Restroom checks throughout the school day.
- Night lockup/closing procedures to lock up the school, which includes external gates, sporting fields and classroom doors.

B. When requested, provide weekend and/or overnight security services

C. Special event security (primarily senior events) - Posts at exits & entrances, deter kids from out of bounds areas, bag checks, ticket checks, bathroom checks, and patrolling areas of use.

D. PCHS Athletics security (primarily football, but occasionally others) - bag checks, scanning tickets, not allowing people on field, keep people flowing through breezeway, supervise food area, and campus sweep after games.

E. TPE is NOT responsible for the following as this falls under the purview of PCHS campus aide security and school police.

- Involvement in physical altercations, or put hands on any student or staff, unless to prevent serious injury to one's self or a student
- Disciplinary actions or any type of punishment – PCHS or Dean's office to handle
- Counsel staff or students in any form
- Escort people off campus