



## Addendum No. 1

RFP 23-07 Yuba Community College District, Unarmed Security Services

Date: 03/27/2024

### **Clarifications:**

1. Who is the current incumbent?

The district currently has in-house commissioned police services which is augmented by security guards through Brookman Protection Services, Inc. for some coverage.

2. When was the current incumbent awarded the contract? Could you please provide us copy of current contract?

The current incumbent (security guard firm) was awarded the contract in November of 2022. A copy of the contract is included below.

3. Are there any subcontractors being used for the current contract?

The district is not aware of this arrangement.

4. What was the initial term length of the current contract (for example, 1 year plus 4 year options, etc.)

Please refer to the contract copy provided question 2.

5. What was the start date of the initial contract?

November 30, 2022

6. What was the amount spent in the last 12 months?

Approximately \$112,000

7. What was the total spent in the last in the last billed month?

\$33,684.40 for the month of February 2024

8. Are there any other rates billed separately (such as equipment, vehicles, etc.)

No



9. Are there any significant modifications from the previous contract to the new one? For instance, an increase in hours, a change in guard type (e.g., armed vs unarmed), a need for additional resources?

The district is interested in increasing hours of coverage as the district is transitioning to unarmed security guards. The district is currently negotiating contracts with local law enforcement jurisdictions for School Resource Officers.

10. What was the amount spent on this contract last year?

Refer to response to Question 7.

11. What is the estimated total number of annual hours for this contract?

2,793 hours from August 2023 through January 2024

12. What is the current bill rate for each position?

\$35 per hour and \$52.50 per overtime hour

13. Are there any additional services that may be needed that are not listed in the RFP? For instance, the need of additional sites, seasonal required security, etc.

There may be additional services needed that are not listed in the RFP including additional sites and additional needs during major college events like graduation, games, etc.

14. Beyond the state and federal minimum wage, is there a prevailing wage, living wage ordinance, local mandated wage, or contract-specific wage?

For these services, the district is not aware of prevailing wage, living wage ordinance, local mandated wage, or contract-specific wage.

15. Is the current contract using vehicles? If yes, how many?

No

16. May bidders provide a monthly vehicle cost? Alternatively, may Yuba Community College please provide more information regarding the inclusion of the hourly rate in the pricing form?

Yes, the bidders must provide a monthly vehicle cost for the district to consider, This addendum updated the pricing form to make this field a requirement.



17. Is a performance bond required?

No

18. Can you provide clarification on the “Stop Work” order outlined in section 13.0 Reservation of Rights seen below?

- The District will not allow or tolerate verbal abuse or any other type of abuse by the Security Services Firm toward any College or District personnel or students or Contracted professional service providers. Abuse, defined solely by the District as verbal or physical, or written, may lead to a “Stop Work” order by the District until it can be resolved, and steps taken to ensure abuse is not repeated. If abuse occurs again, the District may issue a final “Stop Work” order, require the Security Services Firm to leave the College/District project site and process a Performance Bond claim to complete the work. All costs associated with District “Stop Orders” are 100% the responsibility of the Firm.

The district will contact the firm to likely find another employee; however, if there continues to be pattern of behavioral issues, the district will stop work with the firm.

19. Does YCCD currently have private security? If so, who is the current provider, and what amount was billed last year?

Refer to answers for questions 2, 4, 5, 6, 7.

20. Regarding equipment:

- a. If we use our technology for reporting, can we load those apps on YCCD-supplied cell phones?

Yes

- b. Please clarify what you consider a “nightstick?” Is this a baton, a flashlight, or?

Yes

21. Regarding the Is Child Development Center, what are guard roles in

- a. Crisis intervention?

Following up on crisis and support the team with intervention.

- b. Supporting restraining orders?

If there are restraining orders for someone, supporting the team in collaboration with School Resource Officer to carry out the order.

- c. Custody disputes?

If there are custody disputes by parents, support the team with these issues.

- d. Wellness checks?

Checking up on employees, students, and staff on campus and at their homes, if needed.



22. What is the intent of 2.5.13 in Experience and Reference Information?

If the employees use the company fleet, the district needs the monthly rate in the proposal in Appendix A.

23. If employees use the company fleet, is section 2.5.13 not applicable?

See response to question 22.

Modified Appendix A: Proposal Bid Form: the following form is replaced from the original form posted in the RFP 23-07. Please fill out this version of the form and submit with your proposal to account for monthly rate for a vehicle. The district may consider utilizing these rates for Security Guards working overnight and in some instances during the day to do vehicle patrol.



**Modified Appendix A: Proposal Base Bid Form:**

No.	Description	Hourly Rate	Annual Cost
1	Yuba College Coverage (24 hours/day, 7 days/week including holidays). Include hourly rate and total annual cost – estimated annual hours 8,760	\$	\$
2	Yuba College Coverage (8 hours/day, 5 days/week including holidays). Include hourly rate and total annual cost – estimated annual hours 2,080	\$	\$
3	Yuba College Security Firm Vehicle	\$	\$
4	Woodland Community College Coverage (24 hours/day, 7 days/week including holidays). Include hourly rate and total annual cost – estimated annual hours 8,760	\$	\$
5	Woodland Community College Security Firm Vehicle	\$	\$
6	Lake County Campus Coverage (24 hours/day, 7 days/week including holidays). Include hourly rate and total annual cost – estimated annual hours 8,760	\$	\$
7	Lake County Campus Security Firm Vehicle	\$	\$
8	Sutter County Center Coverage (14.5 hours/day, 5 days/week excluding holidays). Include hourly rate and total annual cost – estimated annual hours 3,570	\$	\$
9	Sutter County Center Security Firm Vehicle	\$	\$
10	Other	\$	\$
11	Firm Provided Vehicle (Monthly Rate)	\$	\$
12	<b>Sub-Total Cost:</b>	\$	\$
13	<b>Total Costs:</b>	\$	\$

Provide price proposals (Appendix A) for unarmed security personnel for regular, overtime, and holiday coverage. Explain in detail your company's overtime pay; i.e. what is considered overtime pay and how is it calculated? Explain in detail your company's holiday pay; i.e. how it is calculated?

A list of the types of employees and their hourly burdened wage rates shall be provided.



**The End.**



For Fiscal Use Only -Date of Ratification:

### Agreement/Contract/MOU Confirmation of Review

Contact Person  AFS#  AFS Amount

Funding Source/Type (General/Categorical, etc.)

Contract/Subscription  Agreement for Services  MOU  Amendment

Required attached documents (please check items below):

Certificate of Insurance or Waiver of liability  W9 Attached

Vendor Name (use name on the W9).

1. Beginning and ending date (if this is an amendment or renewal please enter the dates of the original contact):  To

2. If amendment/renewal start and end date:  To

3. If this is an amendment when was the original contract approved by the Board?

4. Was Legal review necessary and completed?  Yes  No

5. If M&O or IT services will be needed, have they been notified?  Yes  No

6. Brief description for the purpose of this Contract/Agreement/MOU:

7. Reason for amendment: (example: To extend the term from x to y, to increase the original amount to x amount, to add x and y services.)

*See At a Glance page for AFS process and signature limits. Contracts over \$50,000 to \$100,000 require the Chancellors signature. All contracts over \$100,000 are required to be placed on the Board agenda as stand-alone items and should be signed by the Chancellor after Board approval. Please make sure all executed stand-alone items are routed to Fiscal after Board approval.*

(if required)

**Yuba Community College District  
AGREEMENT FOR SERVICES**

This Agreement for Services ("Agreement") is made and entered into on November 30, 2022 by and between the Yuba Community College District, a community college district of the State of California ("DISTRICT") and Brookman Protection Services Inc ("CONTRACTOR"). DISTRICT and CONTRACTOR are at times referred to in this Agreement individually as "Party" and collectively as "Parties."

**RECITALS**

WHEREAS, pursuant to the DISTRICT's Administrative Procedure 6345 specified DISTRICT employees have the authority to engage independent contractors to perform services for the DISTRICT;

WHEREAS, the DISTRICT desires to engage CONTRACTOR for the purpose of performing services described in this Agreement; and

WHEREAS, CONTRACTOR has represented to the DISTRICT that CONTRACTOR is knowledgeable and qualified in the skills required for services to be provided under this Agreement, CONTRACTOR is properly licensed or certified to perform these services, and covenants that CONTRACTOR is capable of performing the services required under this Agreement;

NOW, THEREFORE, in consideration for the mutual promises set forth below, the Parties hereby agree as follows:

**1. CONTRACTOR'S SERVICES.**

CONTRACTOR shall perform services for the DISTRICT as set forth in this Agreement and in Exhibit "A" attached hereto and fully incorporated herein by this reference (collectively "Services") in accordance with the terms, conditions and specifications set forth in this Agreement and Exhibit "A." CONTRACTOR shall perform all Services under this Agreement in a professional, skillful, competent, and timely manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. All of CONTRACTOR's activities will be at its own risk and CONTRACTOR is hereby given notice of responsibility for arrangements to guard against physical, financial, and other risks as appropriate. CONTRACTOR represents and warrants that all of CONTRACTOR's employees, officers, agents, consultants, and subcontractors shall have sufficient skill and experience to perform the Services. CONTRACTOR assumes full responsibility for the acts or omissions of CONTRACTOR's employees, officers, agents, consultants, and subcontractors as they relate to this Agreement or the Services. The Parties agree that the CONTRACTOR will immediately remove any of CONTRACTOR's employees, officers, agents, consultants, or subcontractors from the DISTRICT's facilities upon the DISTRICT's instruction, as determined by the DISTRICT in its sole discretion, for any or no reason. CONTRACTOR agrees to promptly provide a replacement employee, officer, agent, consultant, or subcontractor acceptable to the



DISTRICT to perform the Services.

**2. TIME IS OF THE ESSENCE.**

CONTRACTOR agrees that time is of the essence and CONTRACTOR shall perform the Services in an expeditious and timely manner so as not to unreasonably delay the purpose of this Agreement. CONTRACTOR shall notify the DISTRICT promptly of any expected delay in the performance of Services..

**3. PAYMENTS.**

The DISTRICT shall make payment to CONTRACTOR for Services satisfactorily performed in the manner and amount specified in Exhibit "A."

**4. LICENSES AND PERMITS.**

CONTRACTOR represents and warrants that CONTRACTOR and all of CONTRACTOR's employees, officers, agents, consultants, and subcontractors have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to perform the Services, and that all such licenses, permits, qualifications, and approvals shall be maintained throughout the term of this Agreement.

**5. TAXES.**

CONTRACTOR will fully complete, and provide to the DISTRICT as required, the Internal Revenue Service W-9 form or other required reporting forms. Payments made to CONTRACTOR pursuant to this Agreement will be reported to Federal and State taxing authorities as required. The DISTRICT will not withhold any money from CONTRACTOR's compensation for payment of taxes or benefits. Specifically, the DISTRICT will not withhold FICA (social security), state or federal unemployment insurance contributions, state or federal income tax or disability insurance premiums. CONTRACTOR is independently and solely responsible for the payment of all applicable taxes and will indemnify, defend, and hold the DISTRICT harmless from any tax consequences.

**6. EXPENSES AND EQUIPMENT.**

CONTRACTOR is solely and fully responsible for all costs and expenses incident to the performance of the Services, including all licenses, permits, approvals, instrumentalities, supplies, tools, equipment, or materials necessary to perform the Services. CONTRACTOR acknowledges and agrees that the DISTRICT has no responsibility or liability whatsoever for any equipment or other property of CONTRACTOR or its employees, officers, agents, consultants, or subcontractors placed on or near the DISTRICT's premises. If the DISTRICT furnishes any goods, materials, or other equipment to CONTRACTOR, CONTRACTOR assumes complete liability for those goods, materials, or other equipment. CONTRACTOR agrees to promptly pay DISTRICT the repair or replacement costs for such goods, materials, or other equipment not returned to the DISTRICT in a satisfactory condition, as solely determined

by the DISTRICT.

#### **7. INDEPENDENT CONTRACTOR STATUS.**

In performing Services, CONTRACTOR shall be deemed and act as an independent contractor. CONTRACTOR understands and agrees that neither CONTRACTOR nor any of CONTRACTOR's employees, officers, agents, consultants, or subcontractors shall be considered officers, employees, or agents of the DISTRICT, and are therefore not entitled to benefits of any kind or nature that are normally provided employees of the DISTRICT or to which the DISTRICT's employees are normally entitled, including but not limited to worker's compensation or unemployment benefits. CONTRACTOR further understands that this Agreement is not intended to, and shall not be construed to, create a joint venture or association, or any other relationship whatsoever other than an independent contractor relationship. CONTRACTOR shall perform the Services and obligations under this Agreement according to the CONTRACTOR's own means and methods of work, which shall be in the exclusive charge and under the control of CONTRACTOR, and which shall not be subject to control or supervision by the DISTRICT, except as to the results of the Services. CONTRACTOR acknowledges that: (1) CONTRACTOR is free from the control and direction of the DISTRICT in connection with the performance of Services; (2) CONTRACTOR performs the Services outside the usual course of the DISTRICT's business; and (3) CONTRACTOR is customarily engaged in an independently established trade, occupation, or business of the same nature as the Services performed for the DISTRICT. To the furthest extent provided by law, CONTRACTOR agrees to defend, indemnify, and hold the DISTRICT harmless from any claims, demands, liabilities, damages, penalties, or taxes resulting from any misclassification of CONTRACTOR's employees, officers, agents, or representatives (as independent contractors) who provide services under this Agreement.

#### **8. COMPLIANCE WITH THE LAW.**

CONTRACTOR shall, at all times during this Agreement, comply with all applicable federal, state, and local laws, regulations, rules, and policies governing or related to the Services, including, but not limited to, all applicable provisions of the Americans with Disabilities Act ("ADA"). CONTRACTOR further agrees to comply with all applicable state and local laws, orders, and guidelines related to preventing occupational exposure to COVID-19, or other viral or bacterial agents as may be identified by local, state, or federal authorities as requiring specific mitigation and remediation procedures, that are now or may in the future become applicable to the CONTRACTOR or the Services. CONTRACTOR shall also comply with all DISTRICT policies, rules, and requirements, including those related to preventing exposure to COVID-19 or other viral or bacterial agents, at all times. CONTRACTOR is further responsible for ensuring that its employees, officers, agents, consultants, and subcontractors providing Services under this Agreement are trained in safe work practices, the use of personal protective equipment ("PPE"), and other workplace standards that apply to preventing occupational exposure to COVID-19 or other viral or bacterial agents. CONTRACTOR agrees to promptly respond to safety requests made by DISTRICT. To the furthest extent provided by law, CONTRACTOR further agrees to defend, indemnify, and hold DISTRICT harmless from any claims, demands, or liabilities (including attorneys' fees and costs), brought by CONTRACTOR's employees, officers, agents,

consultants, or subcontractors, for claims of injury or illness while present at the DISTRICT's facilities or performing Services for the DISTRICT, including related to exposure to COVID-19 or other viral or bacterial agents, or in any way arising out of or related to being present or performing services at DISTRICT's property.

**9. NON-ASSIGNABILITY.**

CONTRACTOR shall not assign or transfer any interest in this Agreement or any portion thereof to a third party without the prior written consent of the DISTRICT. The DISTRICT may automatically terminate this Agreement if CONTRACTOR makes any purported assignment without the DISTRICT's prior written consent.

**10. TERM OF AGREEMENT & TERMINATION.**

This Agreement shall be in effect from 11/30/2022 through 12/31/2023. The DISTRICT may terminate this Agreement at any time by providing written notification to CONTRACTOR at the address below. Termination to be effective on the date specified in the notice. In the event of termination under this paragraph, DISTRICT shall pay CONTRACTOR for all undisputed work or Services provided through the date of termination or, as applicable, CONTRACTOR will refund to the DISTRICT a pro rata share of any prepaid amounts or fees, as solely determined by DISTRICT, within 30 days of the effective date of termination. Upon termination, CONTRACTOR shall provide the DISTRICT with all documents, including final or draft documents, produced or collected by CONTRACTOR related to the Services, which will be the District's sole property.

**11. LIMITATION OF LIABILITY.**

The DISTRICT's financial obligations under this Agreement are limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall the DISTRICT be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect, or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or with the Services performed in connection with this Agreement.

**12. INDEMNIFICATION.**

To the furthest extent permitted by California law, CONTRACTOR agrees to defend, indemnify, and hold harmless the DISTRICT, its trustees, officers, agents, employees, and volunteers from and against any and all liability, losses, claims, suits, actions, demands, injuries, costs, and expenses of every name, kind, or description, arising out of any liability or claim of liability for personal injury, bodily injury (including death) to any person, contractual liability, infringement of a third party's intellectual property rights, or damage to property ("Claims") arising out of any act or omission of CONTRACTOR or CONTRACTOR's performance of this Agreement, including by CONTRACTOR's employees, officers, agents, consultants, and subcontractors, whether or not such activities are authorized by this Agreement whether or not the DISTRICT is claimed to have contributed to such Claim. CONTRACTOR shall pay for any and all damages

to the property of the DISTRICT, or loss or theft of such property, done or caused by the act or omission of CONTRACTOR or any of CONTRACTOR's employees, officers, agents, consultants, or subcontractors. This section does not apply to Claims for which the DISTRICT has been found in a court of competent jurisdiction to be solely liable by reason of its own gross negligence or willful misconduct. This section shall survive the termination or expiration of this Agreement.

### **13. INSURANCE.**

CONTRACTOR agrees to comply with, and agrees to ensure that each subcontractor performing any part or portion of the Services will comply with, the insurance requirements as outlined in Exhibit "B," which is attached hereto and fully incorporated herein by this reference.

### **14. NON-DISCRIMINATION.**

**A. General.** CONTRACTOR and DISTRICT mutually agree that they will comply with all applicable federal and state anti-discrimination laws and regulations and agree not to unlawfully discriminate against any prospective or active employee engaged in the Services, or against any other person, on the grounds of race, color, national or ethnic origin, religious affiliation or non-affiliation, gender, gender identity, gender expression, sexual orientation, marital status, sexual orientation, age, physical or mental disability, or political affiliation, or veteran or military status or any other category protected by law. CONTRACTOR agrees to require like compliance by all hired agents, consultants, and subcontractors.

**B. Employment.** CONTRACTOR shall insure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all of its employees. CONTRACTOR's personnel policies shall be made available to the DISTRICT upon request.

**C. Complaints and Investigations.** CONTRACTOR will fully cooperate with DISTRICT and comply with all applicable laws and DISTRICT and other community college district policies and requirements related to investigations of allegations of discrimination, harassment, and retaliation, including CONTRACTOR producing its directors, trustees, officers, agents, employees, consultants, and contractors for investigative interviews as deemed necessary by DISTRICT, without additional compensation or reimbursement.

### **15. SOLE PROPERTY OF THE DISTRICT.**

The Services performed hereunder are work made for hire and DISTRICT shall exclusively own, in perpetuity and worldwide, all rights to and flowing from the Services, including any intellectual property, systems, materials, documents, or other work product performed, produced, or created under this Agreement or related to the Services (collectively "Work Product"). CONTRACTOR assigns to DISTRICT any and all rights CONTRACTOR could have, may have, or does have, in the Work Product, and DISTRICT shall have all right, title, and interest in the Work Product, including the right to secure and maintain the copyright, trademark, and patent of the Work Product. The DISTRICT shall be permitted, in its sole discretion, to reproduce, distribute, modify, sell, and use the Work Product in any manner desired. Contactor

consents to the use of CONTRACTOR's name in conjunction with the sale, use, performance, and distribution of Work Product, for any purpose and in any medium.

#### **16. AUDIT.**

CONTRACTOR agrees that the DISTRICT has the right to review, audit, and to copy any of CONTRACTOR's or CONTRACTOR's employees', officers', agents', consultants', or subcontractors' records and supporting documentation relating to the Services or the performance of this Agreement and any expenses or compensation incurred, charged, or requested by CONTRACTOR. CONTRACTOR agrees to maintain such records for possible audit for a minimum of four (4) years after final payment, unless a longer period of records retention is required or stipulated. CONTRACTOR agrees to allow the DISTRICT or the DISTRICT's agents access to these records during normal business hours and to allow interviews of any employees, officers, agents, consultants, or subcontractors who might reasonably have information related to such records. CONTRACTOR agrees to include a similar right of the DISTRICT to audit records and interview staff in any subcontract related to performance of this Agreement. This section shall survive the termination or expiration of this Agreement.

#### **17. CONFIDENTIAL INFORMATION.**

In performing the Services, CONTRACTOR may from time to time gain access to confidential or proprietary information and records, including but not limited to student record information as defined by 20 USC section 1232g, private information regarding students, families, faculty, employees, staff, donors, alumni, or other personnel data or information and other DISTRICT related trade secrets, business plans, and other proprietary information ("Confidential Information."). The Parties agree that such access is not a provision or conveyance or disclosure to CONTRACTOR of student record information in violation of section 1232g or of any similar state law. CONTRACTOR acknowledges that any disclosure to any third party or any misuse of Confidential Information may irreparably harm the DISTRICT. Accordingly, CONTRACTOR will not disclose or use, either during or after the term of this Agreement, any Confidential Information of the DISTRICT without the DISTRICT's prior written permission or unless otherwise required by law. CONTRACTOR further agrees that if in the performance of Services it does obtain such access to Confidential Information, it shall refrain from any removal, use or disclosure to any third person of such Confidential Information and shall take any and all necessary affirmative steps to maintain the confidentiality, and avoid such removal, use or disclosure, whether intentional or inadvertent, of such Confidential Information. CONTRACTOR will promptly notify the DISTRICT if it becomes aware of any possible unauthorized disclosure or use of the Confidential Information. At all times during and after the term of this Agreement, CONTRACTOR shall comply with the applicable terms of the Family Educational Rights and Privacy act of 1974 (FERPA). CONTRACTOR may be considered a "school official." CONTRACTOR agrees to return all copies of Confidential Information to the DISTRICT upon expiration or termination of this Agreement. The provisions of this section shall survive the termination or expiration of this Agreement.

#### **18. ENTIRE AGREEMENT & MERGER CLAUSE.**

This Agreement, including the Exhibits and any attachments, constitute the sole entire agreement of Parties. Any prior agreement, promises, negotiations, or representations between the Parties, whether oral or written, not expressly stated in this Agreement or Exhibits are not binding. All subsequent amendments or modifications shall be in writing and appropriately signed by both the CONTRACTOR and the DISTRICT. In the event that any term, condition, provision, requirement or specification set forth herein conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any schedule, Exhibit or attachment to this Agreement, the provisions of the body of this Agreement shall prevail.

**19. SEVERABILITY.**

If any provision of this Agreement or any portion thereof is held to be invalid or unenforceable, the balance of the Agreement shall nevertheless remain in full force and effect.

**20. NOTICES.**

All notices and other communications pertaining to this Agreement shall be in writing and shall be deemed to have been given by a Party hereto on the date personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested, or sent by overnight delivery services, or facsimile transmission, addressed to the individual and address set forth below each Party's signature.

**21. NON-WAIVER.**

The failure of the DISTRICT or CONTRACTOR to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by the Party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

**22. CONFLICT OF INTEREST AND PROHIBITED INTERESTS.**

The DISTRICT reserves the right, to require an affidavit from the CONTRACTOR to disclaim in writing any conflict of interest. Furthermore, the DISTRICT reserves the right to reject or terminate any CONTRACTOR or CONTRACTOR employee, officer, agent, consultant, or subcontractors, if any such conflict is discovered.

**23. PROVISIONS REQUIRED BY LAW DEEMED INSERTED.**

Each and every provision of law and clause applicable to this Agreement or required by law to be inserted in this Agreement, is deemed inserted herein and the Agreement shall be read and enforced as though the provisions are included herein.

**24. FORCE MAJEURE.**

CONTRACTOR and DISTRICT are excused from performance during the time and to the extent that they are prevented from obtaining, delivering, or performing the Services or any other

obligations set forth in this Agreement due to an act of God, fire, strike, loss, shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, epidemics or pandemic, such as COVID-19, or other events that are outside of a Party's reasonable control, when satisfactory evidence thereof is presented to the other Party, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Party not performing. For avoidance of doubt, the DISTRICT's obligation to pay CONTRACTOR's invoices or other fees is excused to the extent CONTRACTOR is not performing the Services during a force majeure event.

**25. GOVERNING LAW/VENUE.**

This Agreement shall be governed by and construed in accordance with the laws of the State of California. CONTRACTOR and the DISTRICT agree that any action brought to enforce this Agreement, or any other dispute or claim arising under this Agreement between CONTRACTOR and the DISTRICT, shall be brought in the Yuba County Superior Court, unless the Parties mutually agree that venue will be in another County in which the District is located.

**26. MEDIATION AND BINDING ARBITRATION.**

The Parties agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration. Either Party may demand the commencement of mediation. Mediator or related fees, if any, shall be divided equally among the Parties. If a controversy or claim remains unresolved after mediation, CONTRACTOR and DISTRICT agree that all disputes between the Parties shall be resolved through binding arbitration in Yuba County, California, administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules then in existence, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The provisions of this section shall survive the termination or expiration of this Agreement.

**27. ATTORNEYS' FEES.**

In the event of any dispute or litigation between CONTRACTOR and the DISTRICT arising out of or relating in any manner to this Agreement, including the necessity of either party to defend any action that has been covered hereby or to prosecute any action to enforce this Agreement, the prevailing party shall be entitled to recover from the other party all reasonable costs and expenses incurred in connection therewith, including reasonable attorneys' fees, and any judgment, decision, or award rendered shall specifically include such reasonable costs, expenses, and attorneys' fees awarded to the prevailing party.

**28. COUNTERPARTS.**

This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year written below.

AFS# **3138**

Funding Source/Type **Categorical**

**CONTRACTOR**

  
Authorized CONTRACTOR Signature

11/23/22  
Date

**Stacy Brookman**  
Print Name

**530.755.4277**  
Phone Number

**Brookman Protection Services Inc**  
CONTRACTOR's Legal Company Name

**530.301.2183**  
Cell Number

**990 Klamath Ln Suite 22 Yuba City, CA 95993**  
CONTRACTOR's Company Address

Facsimile Number

**stacybrookman@yahoo.com**  
Email Address

**YUBA COMMUNITY COLLEGE DISTRICT**

By:   
Authorized Signature

11/28/22  
Date

**Adam Pharris**  
Printed Name

**Acting Chief of Police**  
Title

**2088 N. Beale RD Marysville, CA 95901**  
Address

Approved by Board of Trustees

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Signature of Vice Chancellor

\_\_\_\_\_  
Date



AFS# **3138**

Funding Source/Type **Categorical**

**EXHIBIT "A"**  
**SERVICES AND PAYMENT**

Original   
Addendum

This Exhibit "A" to the Agreement for Services sets forth the services, payments, and other issues between Yuba Community College District ("DISTRICT") and Brookman Protection Services Inc ("CONTRACTOR").

- I. **Services.** Detailed description of Services to be performed and work product to be delivered to DISTRICT by CONTRACTOR: (reference and attach additional pages, if necessary)

Security Services for Lake County Campus while classes are in session.  
Monday through Thursday, non-Holiday. Graduation and about 12 hours for special events. Main Semesters Spring and Fall.

- II. **Amount and Method of Payment:** The DISTRICT will pay the CONTRACTOR as follows:

\$35.00 per guard hour at 6 hour nights.  
\$52.50 overtime after 8 hours in one day.

CONTRACTOR will submit monthly invoices to DISTRICT with supportive documentation satisfactory to the DISTRICT that evidences the Services and work that CONTRACTOR performed and all costs or expenses set forth in the invoice. The DISTRICT will pay CONTRACTOR all undisputed amounts owed within 30 days of the DISTRICT's receipt of the invoice from the CONTRACTOR.

The Parties agree the DISTRICT will not pay CONTRACTOR for any additional services performed without the DISTRICT's prior written approval for those additional services.

AFS# **3138**

Funding Source/Type **Categorical**

---

**In any event, the total payment for services of contractor shall not exceed \$ 30,000.00.  
DISTRICT shall have the right to withhold payment if DISTRICT determines that the quantity or  
quality of the work or Services performed is unacceptable.**

**EXHIBIT "B"**  
**INSURANCE REQUIREMENTS**

CONTRACTOR is required to submit to the DISTRICT with the Agreement Certificates of Insurance with original endorsements evidencing the insurance coverage required herein. Each policy required herein, except workers' compensation and professional liability, shall be endorsed with specific language naming the DISTRICT, its trustees, officers, agents, employees, and volunteers ("Additional Insureds") as additional insured parties, and each Certificate of Insurance shall so specify. Each policy required herein shall be endorsed with specific language waiving subrogation rights against the Additional Insureds, and each Certificate of Insurance shall so specify. Such certificates shall evidence all coverages and limits required by the DISTRICT in this Agreement and shall specify that insurers will give the DISTRICT thirty (30) days prior written notice of non-renewal or cancellation. CONTRACTOR will ensure insurance is placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the DISTRICT. The CONTRACTOR's provision of the required insurance hereunder shall not act as a potential limitation on CONTRACTOR's liability.

CONTRACTOR shall, at its own cost and expense, procure and maintain in force, throughout the term of this Agreement, insurance as follows:

1. Commercial General Liability insurance, with limits not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate for personal injury, bodily injury, death, and property and other damage, including coverages for contractual liability, personal injury, broad form property damage, independent contractors, products and completed operations (required from all contractors);
2. Commercial Automobile Liability insurance, with limits not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage, including coverages for owned, non-owned, and hired vehicles for all activities of CONTRACTOR arising out of or in connection with the work to be performed under this Agreement. If CONTRACTOR or CONTRACTOR's employees, officers, agents, consultants, or subcontractors will use personal automobiles in any way to perform the Services, CONTRACTOR shall obtain evidence of personal automobile liability coverage for each such person.
3. Workers' Compensation coverage in the amount required by law, and Employers' Liability insurance with limits not less than \$1,000,000 each accident, \$1,000,000 employee and \$1,000,000 each disease, provided that CONTRACTOR has employees as defined by the California Labor Code (applicable only if the CONTRACTOR plans to employ workers in carrying out the scope of work). In addition, CONTRACTOR shall require any and every subcontractor to procure and maintain Workers' Compensation and Employer's Liability Insurance in the limits described above.
4. Professional Liability insurance, with limits not less than \$1,000,000 each claim and \$2,000,000 aggregate, with respect to coverage for errors and omissions arising from professional services rendered under this Agreement by CONTRACTOR or any of CONTRACTOR's employees, officers, agents, consultants, or subcontractors, and with any deductible not to exceed \$25,000 each claim. (Required only if the following blank

AFS# **3138**

Funding Source/Type **Categorical**

is checked \_\_\_\_\_.)

Each policy required herein shall be primary to any other insurance or self-insurance available to the DISTRICT, its trustees, officers, agents, employees and volunteers, and shall apply separately to each.

CONTRACTOR is solely responsible for the payment of or costs associated with any and all premiums, deductibles, or self-insurance retentions. Any deductibles or self-insured retentions must be declared to and approved by the DISTRICT. At the DISTRICT's option, CONTRACTOR shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

CONTRACTOR agrees to ensure that each subcontractor or subconsultant performing any part or portion of the Services will comply with the terms of this Exhibit "B" and will procure and maintain the required insurance coverage during the term of the Agreement.

Maintenance of the required insurance is a material condition of this Agreement and failure to maintain such insurance may, at the DISTRICT's option, result in a declaration of material breach and immediate termination of this Agreement by the DISTRICT. Alternatively, the DISTRICT may purchase or obtain the required insurance coverage and, without further notice to the CONTRACTOR, may deduct from sums due to the CONTRACTOR any premium or other costs advanced by the DISTRICT for such insurance. These remedies shall be in addition to any other remedies available to DISTRICT.

AFS# **3138**

Funding Source/Type **Categorical**

---

**[Insert W9 Form]**

**[Insert Certificate of Insurance Form]**






# AFS BPS Inc Nov 2022

Final Audit Report

2022-11-30

Created:	2022-11-30
By:	Maria Campos (mcampos@yccd.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAAdREPArJCGf1hmaXsCbwcpPpcvISgfBxg

## "AFS BPS Inc Nov 2022" History

-  Document created by Maria Campos (mcampos@yccd.edu)  
2022-11-30 - 8:24:05 PM GMT
-  Document emailed to Kuldeep Kaur (kkaur@yccd.edu) for signature  
2022-11-30 - 8:25:07 PM GMT
-  Email viewed by Kuldeep Kaur (kkaur@yccd.edu)  
2022-11-30 - 10:01:33 PM GMT
-  Document e-signed by Kuldeep Kaur (kkaur@yccd.edu)  
Signature Date: 2022-11-30 - 10:02:41 PM GMT - Time Source: server
-  Agreement completed.  
2022-11-30 - 10:02:41 PM GMT