

Alvord Unified School District  
Riverside, California

Date: June 23, 2016

To: Sid Salazar, Ed.D., Superintendent of Schools

From: Kevin Emenaker, Executive Director, Administrative Services

Subject: Item 5.gg.: Award Professional Services Agreement – White House Sanitation – Hillcrest High School

**STAFF RECOMMENDATION:** Award professional services agreement between White House Sanitation and Alvord Unified School District in the amount not to exceed \$2,000.00 for rental and servicing of portable toilet at Hillcrest High School, effective July 1, 2016 through June 30, 2017.

**BACKGROUND INFORMATION:** Due to not having any restrooms out by the fields at Hillcrest High School and the long walk from the fields to the campus restrooms, portable toilets are needed for the handicapped parents and visitors that attend athletic events located on the fields. White House Sanitation will provide the portable toilets, maintenance and service for Alvord Unified School District on a monthly basis. This contract is for the entire year.

**CURRENT CONSIDERATION:** Board approval will allow White House Sanitation to proceed with services.

**REVIEW BY OTHERS:** Cabinet

**ATTACHMENTS:** Agreement, Proposal

**FISCAL IMPACT:** Not to exceed \$6,000.00 (General Funds/Unrestricted)

**CONSENT ITEM**

**AGREEMENT BETWEEN  
ALVORD UNIFIED SCHOOL DISTRICT &  
WHITE HOUSE SANITATION  
FOR PROFESSIONAL SERVICE AGREEMENT**

This Agreement is made and entered into this 1st day of July, 2016, in the State of California, by and between the Alvord Unified School District, the "District", and White House Sanitation, the "Consultant", collectively the "Parties".

**RECITALS:**

**WHEREAS**, the DISTRICT requires specialized services and/or advice in connection with certain instructional, financial, economic, accounting, administrative, entertainment, recreational or amusement matters where such services and advice are not available to the DISTRICT without cost either internally or from other public agencies; and

**WHEREAS**, the Consultant is specially experienced and competent to provide to the District certain specialized services and/or advice in one or more of the foregoing areas; and

**WHEREAS**, District desires Consultant to provide these services, and Consultant is willing to provide these specialized services, in accordance with the terms and conditions contained herein.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the covenants and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**I. DESCRIPTION OF SERVICES ("Services")**

Consultant shall provide to the District under the terms herein set forth two portable handicap potty's and monthly servicing during 2016-2017 school year. for Alvord Unified School District scheduled between July 1, 2016 through June 30, 2017.

**II. COMPENSATION**

District agrees to compensate Consultant for services satisfactorily rendered pursuant to this Agreement in an amount not to exceed **six thousand dollars. Total payments under this contract not to exceed \$6,000.00** – which includes the cost of all services, meals, mileage, copying and materials to be provided pursuant to this Agreement. Invoices must reflect all costs incurred in sufficient detail, and Consultant shall submit to District any documentation necessary to substantiate the full and satisfactory performance of the services of which payment is requested. Such invoices shall reflect the Purchase Order Number provided by District and be submitted to **Maintenance Dept., Alvord Unified School District 10365 Keller Avenue Riverside, CA 92505**. Payment is due to Consultant within thirty (30) days of receipt of Consultant's properly prepared invoice, but no sooner than the conclusion of satisfactory rendered services.

The District's standard payment terms are payment following provision of services and approval of a properly prepared invoice, which may not be fulfilled until after services are satisfactorily rendered. If Consultant requires payment on the date of service, Consultant shall submit an invoice to the District pursuant to the requirements of this Article in sufficient

time to ensure that District receives the invoice at least thirty (30) days prior to the date of service. Consultant's invoice shall state that payment at the date of service is requested.

### **III. TERM AND TERMINATION**

A. The term of the Agreement is for the period from July 1, 2016 through and including June 30, 2017. All services shall be performed by Consultant in a manner consistent with the orderly progress and sequence of the work leading to satisfactory completion. All services and materials must be rendered and received by the District by the end of the term.

B. Time is of the essence with respect to all provisions of this Agreement.

C. This Agreement may be terminated by either party District without cause upon thirty (30) days' written notice. In the event of a termination without cause, the District shall pay Consultant for all Services performed and all expenses incurred under this Agreement supported by documentary evidence up until the date of the notice of termination.

D. This Agreement may be terminated by District immediately and without notice to Consultant in the event of a substantial failure of performance, including insolvency of Consultant, or upon District's discovery of a violation of any term, condition, or provision of this Agreement on the part of the Consultant. The District has the right, at its sole discretion, to define a substantial failure of performance.

E. This Agreement may be terminated by District upon thirty (30) days written notice to Consultant if the District should decide to abandon or indefinitely postpone the project which is the subject of the Scope of Services. In the event of a termination based upon abandonment or postponement by District, the District shall pay the Consultant for all Services performed and all expenses incurred under this Agreement supported by documentary evidence up until the date of the abandonment or postponement.

F. In ascertaining the Services actually rendered hereunder up to the date of termination of this Agreement, consideration shall be given to both completed work and work in process of completion and to complete and incomplete documents whether delivered to the District or in the possession of the Consultant.

G. If, after the notice of termination for substantial failure of performance, it is determined that Consultant has not so failed, the termination shall be deemed to have been effected for the convenience of District subject to Paragraph "C" of this Article.

H. Consultant shall not be entitled to anticipatory, lost profits or consequential damages as a result of any termination under this Article. Payment to the Consultant in accordance with this Article shall constitute the Consultant's exclusive remedy for any termination hereunder. The rights and remedies of District provided in this Article are in addition to any other rights and remedies provided by law or under this Agreement.

I. In the event of a dispute between the Parties as to performance of the work or the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the Parties shall attempt to resolve the dispute. Pending resolution of the dispute, Consultant agrees to continue the work diligently to completion. If the dispute is not resolved, Consultant agrees it will neither rescind the Agreement nor stop the progress of the work, but, Consultant's sole remedy shall be to submit such controversy to determination by a court having

competent jurisdiction of the dispute, after the project which is the subject of the Consultant's Scope of Services has been completed, and not before. (Government Code Section 900, *et seq.*)

#### **IV. OWNERSHIP**

A. Nothing in this Agreement shall be construed as granting District any license, for any purpose, under any patent, copyright, or other intellectual property rights of Consultant.

B. District and Consultant will obtain prior written permission from each other before using the name, symbols, and/or marks of the other in any form of publicity in connection with the work performed under this Agreement. This shall not include legally required disclosure by the District that identifies the existence of the Agreement. Further, District's use of the name, symbols, and/or marks of Consultant or the names of Consultant's employees or independent contractors shall be limited to identification of Consultant as the purveyor of services under this Agreement.

C. This Agreement is for day-to-day operational support purposes and not for research purposes. The Consultant is prohibited from publishing any information, conclusions or developments resulting from its work under this Agreement.

#### **V. CERTIFICATIONS, REPRESENTATIONS and WARRANTIES**

Consultant makes the following certifications, representations, and warranties for the benefit of the District and Consultant acknowledges and agrees that the District, in deciding to engage Consultant pursuant to this Agreement is relying upon the truth and validity of the following certifications, representations and warranties and their effectiveness throughout the term of this Agreement and the course of Consultant's engagement hereunder:

A. Consultant is qualified in all respects to provide to the District all of the services contemplated by this Agreement and, to the extent required by any applicable laws, Consultant has all such licenses and/or governmental approvals as would be required to carry out and perform for the benefit of the District, such services as are called for hereunder.

B. Consultant, in providing the Services and in otherwise carrying out its obligations to the District under this Agreement, shall, at all times, comply with all applicable federal, state and local laws, rules, regulations, ordinances and standards, as well as the standards and requirements imposed upon the District by federal and/or state agencies providing funding to the District.

C. Consultant shall abide by the District's tobacco-free environment. Smoking or the use of any tobacco products are prohibited in buildings and vehicles, and on any property owned, leased or contracted for by the District.

D. Consultant, and Consultant's staff, shall at all times comply with the provisions and requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 *et seq.*).

E. Consultant shall at all times enforce appropriate discipline and good order itself and among its employees and shall not employ or work any unfit person or anyone not skilled in providing the Services required under this Agreement. Any person in the employ of the Consultant, or an agent thereof, whom District, in its sole

discretion, may deem incompetent, unfit, intemperate, troublesome or otherwise undesirable shall be excluded from providing services under this Agreement.

F. Consultant, and Consultant's staff, shall at all times follow the instructions and directions of District staff during a school campus emergency or during a school campus emergency practice drill, as to evacuation, assembly, emergency care, protection of persons and property, and ingress and egress to the campus. At any time it becomes necessary for the Consultant to request emergency services while on District property, such services shall be requested by calling 911. Consultant shall immediately notify the site administrator that 911 emergency services have been requested.

## **VI. NOTICES**

All notices, claims, correspondence, reports, and/or statements authorized or required by the Agreement shall be addressed as follows:

Consultant:                White House Sanitation  
                                 18916 Seaton Avenue  
                                 Perris, CA 92570

District:                    Kevin Emenaker, Executive Director, Administrative Services  
                                 Alvord Unified School District  
                                 10365 Keller Avenue  
                                 Riverside, CA 92505

All notices shall be deemed effective when they are made in writing, addressed as indicated above, and deposited in the United States mail. Any notices, correspondence, reports, and/or statements authorized or required by the Agreement addressed in any other fashion will not be acceptable, except invoices and other financial documents, which shall be addressed as indicated under the Section above entitled Compensation.

## **VII. INDEPENDENT CONTRACTOR**

It is expressly understood and agreed to by both Parties that the Consultant, in the performance of this Agreement, is an independent contractor and is not an officer, agent, or employee of the District. Consultant and all of Consultant's employees are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Insurance Compensation or Workers' Compensation.

## **VIII. FINGERPRINTING**

For purposes of this Agreement and because the District will provide a qualified employee for the supervision of District's students at all times that Consultant is present and performing services at an active school site, Consultant shall be relieved of the requirements to provide a criminal background check pursuant to California Education Code 45125.1.

## **IX. INSURANCE**

Consultant, at its sole cost and expense, shall secure and maintain in full force and effect throughout the term of this Agreement policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to District which will protect Consultant and District from claims which may arise out of or result from Consultant's actions or inactions relating to the Agreement, whether such actions or inactions be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable.

A. Workers' Compensation. Workers' Compensation as required under California State law (if applicable).

B. Commercial General Liability, Employer's Liability, Auto Liability Insurance and Professional Liability Insurance. Consultant shall secure and maintain appropriate insurance coverage as may be needed to protect the District against any liability arising out of this Agreement.

## **X. HOLD HARMLESS**

Consultant agrees to indemnify and hold District, its Officers, agents, and employees harmless from any and all claims, losses, actions, damages, expenses or liabilities arising out of the negligent acts or omissions of Consultant, its officers, agents, or employees by reason of the operation of this Agreement. Consultant shall assume full responsibility for payments of Federal, State, and local taxes or contributions imposed or required under the Social Security, Workers' Compensation and/or income tax laws, or any disability or unemployment law, or retirement contributions of any sort whatsoever, concerning Consultant or any employee or agent thereof, and shall further indemnify and hold harmless District from any such payment or liability arising out of or in any manner connected with Consultant's performance under this Agreement.

## **XI. CONFLICT OF INTEREST**

Consultant covenants that it presently has no interest, including but not limited to, other projects or independent agreements, and shall not acquire any such interest, direct or indirect, which are, or which the Consultant believes to be, incompatible in any manner or degree with the performance of services required to be performed under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed or retained by it under this Agreement. Consultant agrees to inform District of all of the Consultant's interests, if any, which are or which the Consultant believes to be, incompatible with any interests of District.

## **XII. THIRD PARTY BENEFICIARY**

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of any third party against either the District or Consultant.

### **XIII. GOVERNING LAW AND VENUE**

This Agreement shall be governed by and construed in accordance with the laws of the State of California. Jurisdiction and venue shall be agreed upon in the appropriate courts in the County of Riverside, State of California.

### **XIV. NON-WAIVER**

The failure of either party to insist upon strict performance of any of the terms, conditions, or covenants in this Agreement shall not be deemed a waiver of any right or remedy that either party may have and shall not be deemed a waiver of any right or remedy for a subsequent breach or default of the terms, conditions or covenants herein contained.

### **XV. AUTHORITY**

The individuals executing this Agreement on behalf of the parties each represent and warrant that they have the legal right and actual authority to bind the parties to the terms and conditions hereof.

### **XVI. ASSIGNMENT**

The District and Consultant, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this Agreement with respect to the terms of this Agreement. Consultant shall not assign the whole or any part of this Agreement without the written consent of the District.

### **XVII. ENTIRE AGREEMENT/MODIFICATIONS**

This Agreement constitutes the entire Agreement between the Parties with respect to the subject matter hereof, and supersedes all prior negotiations and understandings, either written or oral. All exhibits referenced herein and attached hereto shall be deemed incorporated into and made a part of this Agreement by each reference as though fully set forth in each instance in the text hereof. This Agreement may only be modified by written agreement signed by both Parties. Any purchase order issued by District in connection with this Agreement is deemed to be issued for District's administrative or billing identification purposes only. The terms and conditions contained herein shall exclusively govern the Services to be provided hereunder.

### **XVIII. COUNTERPARTS**

The Parties may execute this Agreement in two or more counterparts, which shall, in the aggregate, be signed by all of the Parties; each counterpart shall be deemed an original instrument as against any Party who has signed it. The Parties further agree that signatures sent by electronic mail, in .pdf format, shall be treated as original signatures to this Agreement.

## **XIX. SURVIVAL**

Articles III, V, VI, VII, XI, XIV and this Article XX shall survive termination or expiration of this Agreement.

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

\_\_\_\_\_  
**White House Sanitation**

**Date** \_\_\_\_\_

**Tax I.D. Number** \_\_\_\_\_

**Kevin Emenaker, Executive Director, Admin. Services** \_\_\_\_\_

**ALVORD UNIFIED SCHOOL DISTRICT**

**Date** \_\_\_\_\_





**WHITE HOUSE SANITATION**

A division of **UWS**

**Ashley Coddington - Customer Service Representative**

18916 Seaton Avenue, Perris, CA 92570

Office: 888-400-4330 Email: [ashley@uwscompany.com](mailto:ashley@uwscompany.com)

Fax: 951-675-9943 Web: [www.uwscompany.com](http://www.uwscompany.com)

Customer Information	Primary Contact Information	Job Location
Hillcrest High School	Contact: Cecilia Solis	Project Name:
11800 Indiana Ave.	Title:	Address: 11800 Indiana Ave.
Riverside, CA 92503	Phone: (951) 358-1755	City, State & Zip: Riverside, CA 92503
Office:	Fax:	Site Contact: Cecilia Solis
	Email: <a href="mailto:csolis@alvord.k12.ca.us">csolis@alvord.k12.ca.us</a>	Contact Phone: (951) 358-1755

Equipment Description	Quantity	Rental Rate	1x week	2x week	3x week	Special	Total Rental	Total Service	Line Total
<b>Basic Equipment</b>									
Standard Toilet	2	\$ 60.00		\$ 60.00			\$ 120.00	\$ 120.00	\$ 240.00
Standard Toilet - with hand sanitizer									
VIP Toilet - standard unit with sink									
Handicap Toilet	1	\$ 125.00		\$ 60.00			\$ 125.00	\$ 60.00	\$ 185.00
Hand Wash Station									
Hand Sanitizer Station									
Containment Basin, Toilet Tray									
<b>Trailer Mounted Equipment</b>									
1- Standard Toilet Trailer Mounted Unit									
1- VIP Toilet Trailer Mounted Unit									
<b>Specialty Equipment</b>									
Holding Tank- 250 gallon									
Hi-Rise Toilet									
Cut-Off Toilet									

**Delivery Information:**

Delivery Date:

Removal Date:

**Notes & Special Instructions:**

P.O. / Job Number:

**Subtotal:** \$ 425.00

Sales Tax \$ 3.60

Invoice Total/28 days \$ 428.60

\*13 billing Cycles/Year \$ 5,571.80

**Terms & Conditions:**

Customer acknowledges the terms and conditions of this proposal by signing this proposal, delivery receipt, the use of equipment or any other conduct indicating acceptance. Cancelled orders may be subject to cancellation fee up to 15% of total order cost.

All rental units must be accessible for scheduled servicing. If unit is inaccessible, Customer may be charged a return service fee per unit. Services days may change with or without notice.

Customer assumes all responsibility for damages, vandalism, loss or destruction of equipment and may be charged for repair or replacement costs. Current rate is \$85 per hour labor rate to repair units. Replacement costs range between \$895-1,500.00 per unit. Rates may change without notice.

White House Sanitation, holds the right, with or without notice, to stop service, remove equipment or take any other action deemed necessary to recover payment if Customer fails to keep their account in good standing.

White House Sanitation is not responsible for damages to driveways, parking areas, landscaping, sprinklers or waterlines while delivering, removing or servicing units.

**Acceptance of Proposal**

Print Name & Title

Signature

Date



A division of



*Universal Waste System Family of Companies*