



Kenton County School District | It's about ALL kids.

**THE KENTON COUNTY BOARD OF EDUCATION**

1055 EATON DRIVE, FORT WRIGHT, KENTUCKY 41017

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WEBSITE: [www.kenton.kyschools.us](http://www.kenton.kyschools.us)

Dr. Henry Webb, Superintendent of Schools

**KCSD ISSUE PAPER**

**DATE:**

1/10/19

**AGENDA ITEM (ACTION ITEM):**

Consider/Approve the School Security Officer Coverage with Guard One for JA Caywood Elementary, Fort Wright Elementary, and Taylor Mill Elementary Schools for the 2018-2019 School Year.

**APPLICABLE BOARD POLICY:**

09.4361 Students

**HISTORY/BACKGROUND:**

District Staff and Guard One have negotiated an agreement for Security Officer coverage for the 2018-2019 school year.

**FISCAL/BUDGETARY IMPACT:**

The District cost for the School Security Officer Agreement is \$28.85 per hour, per Security Officer. The Fee will be billed twice per month. If additional coverage is requested less than 24 hours prior to the requested shift, the fee will be increased by 50%. The fee will also increase by 50% for hours worked during a designated holiday and for hours worked by an individual Security Officer in excess of 40 hours during the calendar week. Designated holidays are Christmas Day, New Year's Day, Memorial Day, Independence Day, Labor Day, and Thanksgiving.

**RECOMMENDATION:**

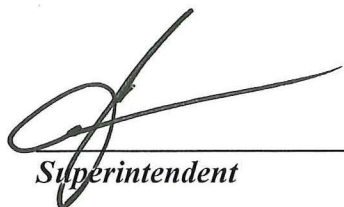
The Board approve the proposed School Security Officer Coverage with Guard One for JA Caywood Elementary, Fort Wright Elementary, and Taylor Mill Elementary Schools for the 2018-2019 School Year.

**CONTACT PERSON:**

Teal Nally and Rob Haney

\_\_\_\_\_  
Principal

  
\_\_\_\_\_  
District Administrator

  
\_\_\_\_\_  
Superintendent

Use this form to submit your request to the Superintendent for items to be added to the Board Meeting Agenda. complete, print, sign and send to your Director. Director –if approved, sign and put in the Superintendent's mailbox.

Principal –

**Kenton County Board of Education**

Board Members: Carl Wicklund, Chairperson Karen L. Collins, Vice Chairperson Carla Egan Shannon Herold Jesica Jehn

"The Kenton County Board of Education provides Equal Education & Employment Opportunities."

## SERVICES AGREEMENT

This Services Agreement ("Agreement") is effective as of August 16, 2018 ("Effective Date") between Kenton County School District ("Recipient"), a Kentucky governmental entity, and Guard One Protective Services ("GUARD ONE"), an Ohio limited liability company.

1. **Independent Contractor Relationship.** This Agreement creates an independent contractor relationship between Recipient and GUARD ONE. GUARD ONE is not and will not become an employee, partner, agent, or principal of Recipient or any successor while this Agreement is in effect, and Recipient will neither have nor exercise any control or direction over any written disciplinary actions towards GUARD ONE staff.

2. **Scope of Services.** GUARD ONE will provide "Security Officers" to provide services at designated Recipient locations as described in Appendix A, Schedule of Services ("Schedule"). The services, fees, and other requirements described in the Schedule are fully incorporated into this Agreement.

3. **Exclusivity.** GUARD ONE is not bound to the exclusive service of Recipient by virtue of this Agreement and remains free to perform services for other individuals or entities while this Agreement is in effect. However, Recipient agrees to use GUARD ONE exclusively for the services described in the Schedule and may not retain other individuals or entities to perform similar services while this Agreement is in effect except as otherwise provided in this Agreement.

4. **Law Enforcement.** Nothing in this Agreement will require GUARD ONE or its employees to enforce any federal, state, or local law, with the exception of any felony act committed in the presence of a Resident Supervisor. If criminal activity occurs, GUARD ONE is required only to call the appropriate law enforcement agency.

5. **Invoices.** The fees due GUARD ONE under this Agreement will be billed twice per month. All invoices are due and payable upon receipt without deduction or setoff. A late payment fee of 1.5% per month will be assessed on any balance unpaid after 30 days from date of invoice. Recipient agrees to pay all reasonable attorneys' fees and other expenses incurred by GUARD ONE in connection with the collection of unpaid amounts.

6. **Policies.** GUARD ONE agrees to become familiar with, and perform services under this Agreement in conformance with, security and workplace conduct standards adopted by Recipient and communicated to GUARD ONE. The expenses and costs associated with any training requested by Recipient will be paid by Recipient, and the time spent in such training will be billed in accordance with the Schedule.

7. **Employees.** GUARD ONE will staff "Security Officers" for Recipient using GUARD ONE employees, and GUARD ONE retains the right to use any employee to perform services under this Agreement as determined in the sole discretion of GUARD ONE. The parties agree that Security Officers provided pursuant to this Agreement are the common law employees of GUARD ONE. GUARD ONE is responsible for the hiring and supervision of individuals assigned to the performance of services under this Agreement and will pay all applicable employment taxes with respect to such individuals. Recipient will not control, direct, or supervise GUARD ONE employees in the performance of services rendered pursuant to this Agreement.

8. **Term.** The initial term of this Agreement is from August 16, 2018 through August 15, 2019 ("Initial Term"). Following the Initial Term, this Agreement will automatically renew for successive one year terms (each a "Renewal Term").

9. **Termination.** During both the Initial Term and any Renewal Term, this Agreement may be terminated by either party upon written notice delivered to the other no less than 30 days prior to the effective date of termination. GUARD ONE may also terminate this Agreement at any time upon written notice to Recipient if one of the following events ("Default Event") occurs: (i) GUARD ONE reasonably determines that the health or safety of its employees is jeopardized by continued performance of the Agreement; (ii) any amount due GUARD ONE under this Agreement remains outstanding for a period of more than 45 days; or (iii) Recipient materially breaches any provision of this Agreement and fails to cure such breach with ten days of written notice of the breach.

10. **Damages.** If this Agreement is terminated by Recipient effective prior to the expiration of the Initial Term or a Renewal Term, or if this Agreement is terminated by GUARD ONE because of a Default Event ("trigger events"), then Recipient will be liable for and will pay to GUARD ONE all amounts accrued and owed under this Agreement as of the date of termination, plus, as liquidated damages, an amount equal to two times the average monthly fee paid to GUARD ONE during the three months immediately proceeding the date of termination. If a trigger event occurs and GUARD ONE has provided services under this Agreement for a period less than three months, the liquidated damages will be an amount equal to all sums paid to GUARD ONE under this Agreement as of the date of termination. Recipient will also be liable for and will pay to GUARD ONE all costs and expenses incurred by GUARD ONE in connection with the trigger event, including attorneys' fees, court costs, and other expenses related to the enforcement of this Agreement. The amounts due GUARD ONE under this Section are payable immediately upon termination of the Agreement, and the parties agree that such amounts constitute a fair estimate of the damages that will be suffered by GUARD ONE if this Agreement is terminated prior to the expiration of an Initial or Renewal Term.

11. **Insurance Requirements.** The parties agree to maintain adequate levels of general liability insurance and errors and omissions insurance while this Agreement is in effect. Recipient further agrees to maintain adequate levels of property and casualty insurance for its properties while this Agreement is in effect. Certificates of insurance coverage required by this Agreement will be provided to the other party upon request.

12. **No Warranty.** GUARD ONE makes no express or implied warranty that the services provided under this Agreement will prevent any loss, liability, or damage. GUARD ONE and its members, officers, employees, and subcontractors will not be liable for any personal injury, property damage, or consequential losses or damages sustained directly or indirectly by Recipient from whatever cause, including but not limited to the negligent acts or omissions of GUARD ONE or its employees and subcontractors, or from the failure of GUARD ONE to perform its obligations under this Agreement. Recipient assumes the risk of loss or damage to its real and personal property, its assets, its employees, clients, patients, agents, and contractors, and any other assets or individuals within Recipient's control or invited by Recipient, resulting from any cause or occurrence of any kind. The parties agree that GUARD ONE is not an insurer and that sums paid to GUARD ONE under this Agreement are for services rendered and are in no way related to the value of the assets protected.

13. **Indemnification.** Recipient will indemnify GUARD ONE and its members, officers, employees, and subcontractors against all damages, liabilities, and expenses, including without limitation attorneys fees, judgments, penalties, fines, expenses, court costs, and amounts paid in settlement, arising out of or in any way related to this Agreement or the performance of services under this Agreement. All indemnifiable expenses of GUARD ONE will be paid by Recipient as the expenses are incurred and within 30 days of submission of the expense to Recipient.

14. **Notices.** All notices or other communications required under this Agreement will be in writing and will be deemed to have been given, delivered, and received if personally delivered or if sent by a

nationally recognized overnight courier, by fax, by electronic mail, or by registered or certified mail, return receipt requested and postage prepaid, addressed as follows:

If to GUARD ONE:

Guard One Protective Services  
8363 Clara Ave.  
Cincinnati, Ohio 45239

If to Recipient:

Kenton County School District  
1055 Eaton Drive  
Fort Wright, Kentucky 41017

Any notice or communication will be deemed to have been delivered and received (i) in the case of personal delivery, on the date of delivery, (ii) in the case of nationally recognized overnight courier, on the next business day after the date when sent, (iii) in the case of fax transmission or electronic mail, when received as evidenced by the sender's written confirmation, and (iv) in the case of mailing, on the fifth business day following the date on which the communication is mailed.

15. **Assignment.** This Agreement is binding upon and inures to the benefit of the parties and their respective successors, heirs, and assigns. Neither party may assign this Agreement or delegate its rights, duties, or obligations under this Agreement without the prior written consent of the other party.

16. **Remedies.** If either party breaches or threatens to breach this Agreement, or if breach is imminent, then the non-breaching party will be entitled to terminate this Agreement and obtain injunctive relief to enforce this Agreement and prevent further injury resulting from the continuation of the breach. These rights are cumulative and shall be in addition to any other rights or remedies to which the non-breaching party may be entitled. The breaching party will reimburse the non-breaching party for all liabilities, costs, and expenses, including reasonable attorneys' fees, incurred in connection with the breach of this Agreement or the enforcement of this Agreement. The remedy of injunctive relief will be available to the non-breaching party without showing actual damages.

17. **Amendment.** This Agreement may be amended or modified only by a written instrument signed by the parties.

18. **Counterparts.** This Agreement may be signed in one or more counterparts, each of which will constitute an original, but all of which together will constitute one instrument.

19. **No Waiver.** The failure of either party at any time or from time to time to require performance of any of the other party's obligations under this Agreement will not affect the right to enforce any provision of this Agreement at a subsequent time, and the waiver of any rights arising out of any breach will not be construed as a waiver of any rights arising out of any subsequent breach.

20. **Severability.** Each provision of this Agreement will be considered severable. If any provision is determined to be invalid or unenforceable, then the other provisions of this Agreement will remain in effect.

21. **Entire Agreement.** This Agreement is the entire agreement between the parties and supersedes all prior agreements or understandings, oral or written, with respect to its subject matter.

22. **Governing Law.** This Agreement will be governed by Ohio law without regard to its principles of conflict of laws.

23. **Venue.** Any proceeding, suit, or action seeking to enforce any portion of this Agreement or based on any right arising out of this Agreement will be brought in the state or federal courts located in Hamilton County, Ohio, and the parties waive any objection to any such proceeding, suit, or action based on venue or jurisdiction.

Intending to be legally bound, the parties have entered this Agreement as of the Effective Date.

**KENTON COUNTY SCHOOL DISTRICT**

**GUARD ONE PROTECTIVE SERVICES, LLC**

By \_\_\_\_\_

By \_\_\_\_\_  
Paul L. Smith Jr.

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

## **APPENDIX A SCHEDULE OF SERVICES**

### **Services**

GUARD ONE will provide: (i) one armed Security Officer on all days that Kenton County Schools are in session at the following schools;

Caywood Elementary

Fort Wright Elementary

Taylor Mill Elementary

### **Fees**

For all services rendered pursuant to this Agreement, Recipient will pay GUARD ONE \$28.85 per hour, per Security Officer. The Fee will be billed twice per month. If Recipient requests additional coverage less than 24 hours prior to the requested shift, the Fee will be increased by 50%. The Fee will be also increased by 50% for hours worked during a designated holiday and for hours worked by an individual Security Officer in excess of 40 hours during the calendar week if requested by Recipient. Designated holidays are Christmas Day, New Years Day, Memorial Day, Independence Day, Labor Day, and Thanksgiving.