

**AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN THE AZUSA UNIFIED SCHOOL DISTRICT  
AND  
CAMPUS SAFETY GROUP**

This Agreement for Professional Services (“Agreement”) is made and entered into this 2nd day of November, 2022, by and between the Azusa Unified School District (“District”), a public entity operating under the laws of the State of California and Campus Safety Group, a 501(c)3 Non-Profit Corporation (“Consultant”).

**RECITALS**

- A. District is in need of professional services for the following: Comprehensive Safe School Plan Compliance training and support (“Project”).
- B. Consultant is duly licensed and/or has the necessary qualifications to provide such services for the Project.
- C. The parties desire this Agreement to establish the terms for ratification to retain Consultant to provide the services described herein.

**AGREEMENT**

**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

- 1. **Services.**  
Consultant shall provide the District with the services described and in the time provided as set out in the Scope of Services attached hereto as Exhibit “A” and hereby made a part of this Agreement.
- 2. **Compensation.**  
District shall pay for the services provided by Consultant in accordance with the Schedule of Charges set forth in Exhibit “B” attached hereto and hereby made a part of this Agreement.
- 3. **Conflict of Interest.**  
Consultant hereby expressly covenants that no interest presently exists, nor shall any interest, direct or indirect, be acquired which would conflict in any manner with the performance of services pursuant to this Agreement.
- 4. **Compliance with Law.**  
Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government.

5. **Assignment and Sub Consultants.**

Consultant shall not assign, delegate, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the District, which may be withheld for any reason.

6. **Independent Consultant.**

Consultant is retained as an independent Consultant and is not an employee of District. No employee or agent of Consultant shall by this Agreement become an employee of the District. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind District to any obligation whatsoever, except as specifically provided in writing by the District.

7. **Integration.**

This Agreement represents the entire understanding of District and Consultant as to those matters contained herein and supersedes and cancels any prior oral or written understanding, promises, or representations with respect to those matters covered hereunder. To the extent that any provision or clause contained in an attachment to this Agreement conflicts with a provision or clause in the Agreement, the provision or clause in this Agreement shall control. This Agreement may not be modified or altered except in writing signed by both parties hereto. This is an integrated Agreement.

8. **Indemnification**

The Parties acknowledge that the scope of the Consultant's services is limited to compliance with state law regarding comprehensive school safety plans as described in California Education Codes 32280-32289.5 et. al.

(a) **Indemnity by the District.** The District hereby agrees to indemnify and hold harmless Consultant and each person and affiliate associated with Consultant against any and all losses, claims, damages, liabilities, and expenses (including reasonable costs of investigation and legal counsel fees), in addition to any liability the District may otherwise have, arising out of, related to or based upon any violation of law, rule or regulation by the District or the District's agents, employees, representatives or affiliates.

(b) **Indemnity by Consultant.** Consultant hereby agrees to indemnify and hold harmless the District and each person and affiliate associated with the District against any and all losses, claims, damages, liabilities, and expenses (including reasonable costs of investigation and legal counsel fees), in addition to any liability the District may otherwise have, arising out of, related to or based upon:

- (i) Any breach by Consultant of any representation, warranty, or covenant contained in or made pursuant to this Agreement; or
- (ii) Any violation of law, rule, or regulation by Consultant or Consultant's agents, employees, representatives, or affiliates.

(c) **Actions Relating to Indemnity.** If any action or claim is brought or asserted against a party entitled to indemnification under this Agreement (the "**Indemnified Party**") or any person controlling such party and in respect of which indemnity may be sought from the party obligated to indemnify the Indemnified Party pursuant to this Section 8

(the “Indemnifying Party”), the Indemnified Party shall promptly notify the Indemnifying Party in writing and, the Indemnifying Party shall assume the defense thereof, including the employment of legal counsel and the payment of all expenses related to the claim against the Indemnified Party or such other controlling party. If the Indemnifying Party fails to assume the defense of such claims, the Indemnified Party or any such controlling party shall have the right to employ a single legal counsel, reasonably acceptable to the Indemnifying Party, in any such action and participate in the defense thereof and to be indemnified for the reasonable legal fees and expenses of the Indemnified Party’s own legal counsel.

(d) This Section 8 shall survive any termination of this Agreement for a period of three (3) years from the date of termination of this Agreement. Notwithstanding anything herein to the contrary, no Indemnifying Party will be responsible for any indemnification obligation for the gross negligence or willful misconduct of the Indemnified Party.

**9. Confidentiality**

Consultant shall keep confidential all information, in whatever form, produced, prepared, observed, or received by District to the extent that such information is confidential by law or otherwise required by this Agreement.

**10. Laws, Venue, and Attorneys’ Fees.**

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Los Angeles, State of California. In the event of any such litigation between the parties, the prevailing party shall be entitled to recover all reasonable costs incurred, including reasonable attorney’s fees, as determined by the court.

**11. Nondiscrimination.**

Consultant shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition, or marital status in connection with or related to the performance of this Agreement.

**12. Termination.**

This Agreement shall be terminated one calendar year from the date this Agreement was signed by the District. This Agreement may also be terminated by the Consultant upon ten days’ written notice of either party.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first written above.

AZUSA UNIFIED SCHOOL DISTRICT

By: \_\_\_\_\_ Date: \_\_\_\_\_

Title: Assistant Superintendent, Ed. Svcs

CONSULTANT

By: *Sally Chew* Date: 10/17/2022

Authorized Agent  
Campus Safety Group

**EXHIBIT A**  
**SCOPE OF SERVICES**

The Consultant will provide:

- Training
  - Three Zoom based trainings. Each training is two hours in length
    - Training 1 is for the person(s) with overall responsibility for CSSP's within the school district school. Training topics will include, but not be limited to establishing a "Master Compliance Template", keeping the project(s) on task, working with local partners, gathering necessary information.
    - Training 2 is for school principals/designates. Prior to the training each attendee will receive a list of items to have available which will enhance the training experience. Participants will be working live on their plans during this training.
    - Training 3 is at the district's discretion based on need.
- Tools
  - An editable version of the compliance template is found in the *Educator's Guide to Comprehensive School Safety Plans, 2021 Edition*.
    - ***District acknowledges the compliance template is copyrighted and the intellectual property of Consultant. It may not be reproduced other than within the scope of this project. The template may not be shared, sold or given to any other school, school district, or charter. If the template is going to be placed on a third-party data platform, it is the responsibility of the district to advise that third party platform in writing that they may not reproduce or share the template with any other clients.***
  - Other forms specifically designed to support the template and entire compliance process.
- Support
  - District administrators will have access to an email "help-desk." Help desk inquiries will normally receive a reply on the day they are submitted and no longer than one school day.
  - Consultant will stay in constant communication with selected administrative staff regarding expected progress or deadline dates.

## **EXHIBIT B**

### **SCHEDULE OF CHARGES**

District agrees to pay \$6745 (Six Thousand, Seven Hundred, Forty Five dollars) for the Project within the provisions stated herein. The payment shall be as follows:

Consultant will invoice the District \$6745 due within sixty (60) calendar days of ratification of this agreement.