

AGREEMENT FOR PRIVATE SECURITY SERVICES

(CITY OF HERMOSA BEACH)

This Agreement for Private Security Services ("Agreement") is made and entered into this 17 day of September, 2018 by and between the CITY OF HERMOSA BEACH, a municipal corporation ("CITY") and ABSOLUTE INTERNATIONAL SECURITY, a California corporation ("CONTRACTOR").

RECITALS

- A. CITY desires to engage the services of CONTRACTOR to provide unarmed security services on a scheduled basis at specified locations and times and also during special events to supplement services of the Hermosa Beach Police Department ("HBPD").
- B. CITY desires to supplement its complement of sworn and non-sworn employees and therefore, the CITY desires to contract with an independent contractor to perform this work.
- C. CONTRACTOR warrants to CITY that it has the qualifications, experience and facilities to perform properly and timely the services under this Agreement.
- D. CITY desires to contract with the CONTRACTOR to perform the services as described in this Agreement.

NOW, THEREFORE, based on the foregoing recitals and the promises herein contained, CITY and CONTRACTOR agree as follows:

- 1. **TERM OF AGREEMENT.** The term of this Agreement shall commence upon execution by both parties and shall expire on June 30, 2019, unless earlier termination occurs under Section 8 of this Agreement or this Agreement is extended in writing in advance by both parties. City may in its discretion extend this Agreement for two additional one-year terms.
- 2. **SCOPE OF SERVICES.** CONTRACTOR will perform the services and activities set forth in Exhibit A and incorporated herein by reference.

3. COMPENSATION. The CITY agrees to pay CONTRACTOR for the services rendered pursuant to this Agreement at the hourly and weekly rates set forth in Exhibit B, attached hereto and incorporated herein by reference, not to exceed the sum of \$ 2,036/week absent a written amendment to this Agreement. CONTRACTOR shall submit to CITY, by not later than the 10th day of each month, its invoice for services itemizing the fees incurred during the previous month. CITY shall pay CONTRACTOR all uncontested amounts set forth in CONTRACTOR's invoice within 30 days after it is received.

4. INSURANCE.

4.1 CONTRACTOR shall at all times provide workers compensation insurance covering its employees in compliance with the California Labor Code.

4.2 CONTRACTOR shall provide and maintain liability insurance covering its security guard activities. Such insurance shall include commercial general liability with a combined single limit of not less than \$5,000,000.00 per occurrence and in aggregate for property damage and bodily injury. Such insurance shall be primary with respect to any insurance maintained by the CITY and shall not call on the CITY's insurance for contribution. Such insurance shall not be cancelled, reduced in coverage or limits or non-renewed except after thirty (30) days written notice by Certified Mail, Return Receipt Requested has been given to the City Attorney, City Manager, or designee for the City of Hermosa Beach.

4.3 Endorsements. Each general liability insurance policy shall be issued by a financially responsible insurance company or companies admitted and authorized to do business in the State of California, or which is approved in writing by City, and shall be endorsed as follows. CONTRACTOR also agrees to require all contractors, and subcontractors to do likewise.

(a) "The CITY, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the CONTRACTOR, including materials, parts, or equipment furnished in connection with such work or operations."

(b) This policy shall be considered primary insurance as respects the CITY, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by the CITY, including any self-insured retention the CITY may have shall be considered excess insurance only and shall not contribute with this policy.

(c) This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.

(d) The insurer waives all rights of subrogation against the CITY, its elected or appointed officers, officials, employees, or agents.

4.4 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the CITY, its elected or appointed officers, officials, employees, agents, or volunteers.

4.5 The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days written notice has been received by the CITY.

4.6 CONTRACTOR agrees to provide immediate notice to CITY of any claim or loss against Contractor arising out of the work performed under this agreement. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.

4.7 Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the CITY's option, the CONTRACTOR shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

4.8 CONTRACTOR shall provide certificates of insurance with original endorsements to the CITY as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the CITY on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the CITY at all times during the term of this Agreement.

4.9 Failure on the part of the CONTRACTOR to procure or maintain required insurance shall constitute a material breach of contract under which the CITY may terminate this Agreement pursuant to Section 9 above.

4.10 The commercial general and automobile liability policies required by this Agreement shall allow CITY, as additional insured, to satisfy the self-insured retention ("SIR") and/or deductible of the policy in lieu of CONTRACTOR (as the named insured) should CONTRACTOR fail to pay the SIR or deductible requirements. The amount of the SIR or deductible shall be subject to the approval of the City Attorney and the Finance Director. CONTRACTOR understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by CONTRACTOR as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should CITY pay the SIR or deductible on CONTRACTOR's behalf upon the CONTRACTOR's failure or refusal to do so in order to secure defense and indemnification as an additional insured under the policy, CITY may include such amounts as damages in any action against CONTRACTOR for breach of this Agreement in addition to any other damages incurred by CITY due to the breach.

5. **INDEMNITY.** CONTRACTOR shall indemnify, defend with counsel approved by CITY, and hold harmless CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, and cost (including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR's performance of services hereunder or its failure to comply with any of its obligations contained in this AGREEMENT, regardless of CITY'S passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the CITY. Should CITY in its sole discretion find CONTRACTOR'S legal counsel unacceptable, then CONTRACTOR shall reimburse the CITY its costs of defense, including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation. The CONTRACTOR shall promptly pay any final judgment rendered against the CITY (and its officers, officials, employees and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

The requirements as to the types and limits of insurance coverage to be maintained by CONTRACTOR as required by Section 4, and any approval of said insurance by CITY, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONTRACTOR pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.

6. **PARTIES' REPRESENTATIVES.** The CITY's representative in dealing with CONTRACTOR shall be the City Manager or such person as the City Manager may designate. CONTRACTOR shall designate a representative with authority to bind CONTRACTOR.
7. **INDEPENDENT CONTRACTOR.** CITY and CONTRACTOR agree that CONTRACTOR will act as an independent contractor and will have control of all work and the manner in which it is performed. CONTRACTOR will be free to contract for similar service to be performed for other clients while under contract with CITY. CONTRACTOR is not an agent or employee of CITY and is not entitled to participate in any pension plan, insurance, bonus or similar benefits CITY provides for its employees. Any provision in this Agreement that may appear to give CITY the right to direct CONTRACTOR as to the details of doing the work or to exercise a measure of control over the work means that CONTRACTOR will follow the direction of the CITY as to end results of the work only. The security guards to be furnished by CONTRACTOR shall at all times be its employees and not those of the CITY.
8. **TERMINATION.** Both parties hereto may terminate this Agreement, with or without cause, at any time by giving thirty (30) days written notice to the other. In the event of termination by CITY, CONTRACTOR shall cease services as of the date of termination and CONTRACTOR will receive just and equitable compensation for any work satisfactorily completed up to the effective date of notice of termination.
9. **ASSIGNMENT.** The Contractor shall not assign this Contract or delegate or subcontract its duties or obligations hereunder to any other person or firm except with the advance written consent of the City.

10. FAMILIARITY WITH WORK. By executing this Agreement, CONTRACTOR represents that CONTRACTOR has (a) thoroughly investigated and considered the scope of services to be performed; (b) carefully considered how the services should be performed; and (c) understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement.
11. TAXPAYER IDENTIFICATION NUMBER. CONTRACTOR will provide CITY with a Taxpayer Identification Number.
12. PERMITS AND LICENSES. CONTRACTOR will obtain and maintain during the term of this Agreement all necessary permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.
13. CORRECTIVE MEASURES. CONTRACTOR will promptly implement any corrective measures required by CITY regarding the requirements and obligations of this Agreement. CONTRACTOR will be given a reasonable amount of time as determined by the City to implement said corrective measures. Failure of CONTRACTOR to implement required corrective measures shall result in immediate termination of this Agreement.
14. NOTICES. All communications to either party by the other party will be deemed made when received by such party at its respective name and address as follows:

CITY	CONTRACTOR
City of Hermosa Beach 1315 Valley Drive Hermosa Beach, CA 90254 ATTN: City Clerk	Absolute International Security 4255 Tyler Ave. El monte, CA 91731 Attn: Ms. Lucy Lin, President

Any such written communications by mail will be conclusively deemed to have been received by the addressee upon deposit thereof in the United States Mail, postage prepaid and properly addressed as noted above. In all other instances, notices will be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph. Courtesy copies of notices may be sent via electronic mail, provided that the original notice is deposited in the U.S. mail or personally delivered as specified in this Section.

15. THIRD PARTY BENEFICIARIES. This Agreement and every provision herein are generally for the exclusive benefit of CONTRACTOR and CITY and not for the benefit of any other party. There will

be no incidental or other beneficiaries of any of CONTRACTOR's or CITY's obligations under this Agreement.

16. INTERPRETATION. This Agreement was drafted in, and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this Agreement will be in Los Angeles County.
17. ENTIRE AGREEMENT. This Agreement, and its Attachments, sets forth the entire understanding of the parties. There are no other understandings, terms or other agreements expressed or implied, oral or written.
18. RULES OF CONSTRUCTION. Each party had the opportunity to independently review this Agreement with legal counsel. Accordingly, this Agreement will be construed simply, as a whole, and in accordance with its fair meaning; it will not be interpreted strictly for or against either party.
19. AUTHORITY/MODIFICATION. The parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written amendment with signatures of all parties to this Agreement. CITY's City Manager, or designee, may execute any such amendment on behalf of CITY.
20. ACCEPTANCE OF FACSIMILE OR ELECTRONIC SIGNATURES. The parties agree that this Agreement, agreements ancillary to this Agreement, and related documents to be entered into in connection with this Agreement will be considered signed when the signature of a party is delivered by facsimile transmission or scanned and delivered via electronic mail. Such facsimile or electronic mail copies will be treated in all respects as having the same effect as an original signature.
21. FORCE MAJEURE. Should performance of this Agreement be impossible due to fire, flood, explosion, war, embargo, government action, civil or military authority, the natural elements, or other similar causes beyond the parties' control, then the Agreement will immediately terminate without obligation of either party to the other.
22. ATTORNEY'S FEES. The parties hereto acknowledge and agree that each will bear his or its own costs, expenses and attorneys' fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any party hereto to enforce this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that party or those parties may be entitled.
23. STATEMENT OF EXPERIENCE. By executing this Agreement, CONTRACTOR represents that it has demonstrated trustworthiness and possesses the quality, fitness and capacity to perform the Agreement in a manner satisfactory to CITY. CONTRACTOR represents that its financial resources, surety and insurance experience, service experience, completion ability, personnel, current workload, and experience in dealing with public agencies render it capable of performing the proposed services and has a demonstrated capacity to deal fairly and effectively with and to satisfy a public agency.

24. **CONFIDENTIALITY.** It is understood and agreed that information acquired by CITY pertaining to individual employees of CONTRACTOR in the performance of the services, including the results of background checks, shall be confidential and shall not be disclosed to any person.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CITY OF HERMOSA BEACH

ABSOLUTE INTERNATIONAL SECURITY

SUJA LOWENTHAL, CITY MANAGER

LUCY LIN, PRESIDENT

ATTEST:

Elaine Doerfling, City Clerk

Taxpayer ID No.

APPROVED AS TO FORM:

Michael Jenkins , City Attorney

EXHIBIT A

SCOPE OF SERVICES

1 CONTRACTOR shall provide personnel properly trained as herein specified for the performance of duties as security guards. In the performance of their duties the CONTRACTOR and employees of the CONTRACTOR shall conduct themselves in accordance with the conditions of this Agreement and the laws and codes of the State of California and the City of Hermosa Beach. CONTRACTOR shall perform offender background checks on every security guard it assigns to the CITY and include DOJ Live Scan and clearance through Megan's Law.

2 CONTRACTOR shall provide supervisory personnel to see that guard activities are taking place at the required places and times, and in accordance with all items of this Agreement. Supervisory personnel will meet monthly with designated representatives of the HBPD to coordinate schedules, review changes, and receive feedback on the program and its operations.

3 CITY shall determine the hours and locations when and where guards shall be furnished by CONTRACTOR. CONTRACTOR may notify the CITY of any recommended changes in hours of work or locations. CITY has sole discretion to add to, delete from, or revise the work schedule/locations at any time. Locations include:

- o Downtown Hermosa, Pier Plaza and adjacent parking lots/parking structure(s).
- o Various special events – possible duties include barricade posts; security at event locations, assisting with flow of traffic and parking and as further set forth below.

4 CONTRACTOR shall train, schedule, provide, and supervise personnel in accordance with this Agreement and the rules and regulations of the City of Hermosa Beach. Security personnel shall perform their duties as trained and within the CITY's rules for such personnel.

5 CONTRACTOR shall maintain adequate reserve personnel to be able to furnish alternate guards in the event that any person fails to report for work at the assigned time and location.

6 CONTRACTOR shall provide all security personnel with apparel by which they are readily visible and easily recognized as security personnel. Such apparel shall be uniform for all security personnel and shall be worn at all times while performing said duties. This apparel must be appropriate for weather conditions. Apparel shall be subject to advance approval by the Police Chief or her designee and is subject to change at City direction.

7 Security personnel employed by CONTRACTOR shall:

- (a) Be able to read, write and speak English;
- (b) Be a minimum of 18 years old;

- (c) Not have any felony convictions, misdemeanor convictions involving crimes against children, or convictions involving any violent crime
- (d) Not be a registered sex offender or narcotics offender
- (e) Have the ability to communicate clearly and concisely with motorists and pedestrians
- (f) Demonstrate the following abilities and characteristics:
 - Good physical condition, including sight and hearing
 - Mental alertness
 - Neat appearance
 - Good character
 - Dependability
 - Good verbal communication skills
 - Good Judgement

Except as herein otherwise expressly specified to be furnished by CITY, CONTRACTOR will, in a professional manner, furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, vehicles, transportation, office space, and facilities necessary or proper to perform and complete the work and provide the services required of CONTRACTOR by this Agreement.

Downtown Hermosa guard services: Police Department management will meet with CONTRACTOR management to review details of ongoing services to include expectations of guard services.

General Direction:

Pier Plaza and City Parking lots – roving patrols that engage with patrons and visitors (providing directions, etc.), proactively contacts and advises people regarding prohibited behavior (e.g. smoking in public, urination in public, drinking in public, etc.), reports suspicious or rowdy activities to Law Enforcement, intervenes in fights, assist with crowd control, summon and assists law enforcement during enforcement action.

- o Schedule: Friday and Saturday / 7pm-3am (hours may be adjusted based on the needs of the City)
- o Four (4) security members working in teams of two
- o One (1) working supervisor
- o Includes city sidewalks, alleys and walkways in and around Pier Plaza and City Parking lots.

Police Department management or Community Resources management will meet with CONTRACTOR management to review details and expectations of guard services. Stationary or roving patrols that engage with patrons and visitors (providing directions, etc.), proactively contacts and advises people regarding prohibited behavior (e.g. smoking in public, urination in public, drinking in public, etc.), reports suspicious or rowdy activities to Law Enforcement, intervenes in fights, assist with crowd control, summon and assists law enforcement during enforcement action.

- o Schedule: Varies. CONTRACTOR to be contacted by the CITY when services are required
- o Number of security officers will vary per event
- o Number of working supervisor will vary per event
- o Traffic control may be needed, CITY will advise CONTRACTOR prior to the event.

EXHIBIT B

COMPENSATION HOURLY RATES

Routine roving services:

	Hourly rates	Overtime rates
Officer	\$ 25.10	\$ 37.65
Supervisor	\$ 26.80	\$ 40.20

Special events:

Officer	\$ 25.10
Supervisor	\$ 26.80

Holidays:

Officer	\$ 37.65
Supervisor	\$ 40.20