

**CITY OF COSTA MESA
PROFESSIONAL SERVICES AGREEMENT
WITH
LYONS SECURITY SERVICE, INC.**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 1st day of July, 2019 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and LYONS SECURITY SERVICE, INC., a California corporation ("Contractor").

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Contractor as an independent contractor to provide unarmed security guard services, as more fully described herein; and

B. WHEREAS, Contractor represents that it has that degree of specialized expertise contemplated within California Government Code section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. WHEREAS, City and Contractor desire to contract for the specific services described in Exhibit "A" and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. WHEREAS, no official or employee of City has a financial interest, within the provisions of sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONTRACTOR

1.1. Scope of Services. Contractor shall provide the professional services described in the Scope of Work, attached hereto as Exhibit "A," and Contractor's Proposal, attached hereto as Exhibit "B," both incorporated herein by this reference. Contractor shall provide such services as requested and directed by the City.

1.2. Schedule of Performance. Contractor shall provide unarmed security guard services in accordance with the schedule agreed upon by City and Contractor. City may change the schedule upon seven (7) days' written notice to Contractor.

1.3. Professional Practices. All professional services to be provided by Contractor pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional Contractors in similar fields and circumstances in accordance with sound professional practices. Contractor also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Contractor's performance of this Agreement.

1.4. Performance to Satisfaction of City. Contractor agrees to perform all the work to

the complete satisfaction of the City and within the hereinafter specified. Evaluations of the work will be done by the City Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Contractor to review the quality of the work and resolve the matters of concern;
- (b) Require Contractor to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.5. Warranty. Contractor warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Contractor shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Contractor's performance under this Agreement.

1.6. Non-Discrimination. In performing this Agreement, Contractor shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status, except as permitted pursuant to section 12940 of the Government Code.

1.7. Non-Exclusive Agreement. Contractor acknowledges that City may enter into agreements with other Contractors for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.8. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Contractor may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Contractor's sole cost and expense.

1.9. Confidentiality. Employees of Contractor in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Contractor covenants that all data, documents, discussion, or other information developed or received by Contractor or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Contractor without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Contractor's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Contractor shall be paid in accordance with the fee schedule set forth in Exhibit A. Contractor's annual compensation shall not exceed Two Hundred Fifty-Five Thousand Dollars (\$255,000.00).

2.2. Additional Services. Contractor shall not receive compensation for any services provided outside the scope of services specified in the Contractor's Proposal unless the City or the Project Manager for this Project, prior to Contractor performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Contractor may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Contractor's services which have been completed to City's sole satisfaction. City shall pay Contractor's invoice within thirty (30) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Contractor's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times from the Effective Date until three (3) years after termination of this Agreement.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of two (2) years, ending on June 30, 2021, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. This Agreement may be extended by three (3) additional one (1) year periods upon mutual written agreement of both parties.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Contractor. The termination of this Agreement shall be deemed effective upon receipt of the notice of

termination. In the event of such termination, Contractor shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3. Compensation. In the event of termination, City shall pay Contractor for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Contractor.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Contractor in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Contractor, at no cost to City. Any use of uncompleted documents without specific written authorization from Contractor shall be at City's sole risk and without liability or legal expense to Contractor.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Contractor shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California. Contractor agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Contractor for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.
- (d) Professional errors and omissions ("E&O") liability insurance with policy

limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Contractor shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Contractor pursuant to its contract with the City; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; automobiles owned, leased, hired, or borrowed by the Contractor."
- (b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."
- (c) Other insurance: "The Contractor's insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.
- (e) The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. Contractor shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance shall be attached hereto as Exhibit "C" and incorporated herein by this reference.

5.5. Non-Limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Contractor may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Manager or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Contractor shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Contractor called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Contractor in the performance of this Agreement.

Contractor shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Contractor or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: (a) at the time of delivery if such communication is sent by personal delivery, and (b) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONTRACTOR:

Lyons Security Service, Inc.
P.O. Box 18955
Anaheim, CA 92817
Tel: (949) 298-6859
Attn: Nicholas Guidice

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Tel: (714) 754-7540
Attn: Yvette Aguilar

Courtesy copy to:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Attn: Finance Dept. | Purchasing

6.5. Drug-Free Workplace Policy. Contractor shall provide a drug-free workplace by complying with all provisions set forth in City's Council Policy 100-5, attached hereto as Exhibit

“D” and incorporated herein by reference. Contractor’s failure to conform to the requirements set forth in Council Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

6.6. Attorneys’ Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys’ fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

6.8. Assignment. Contractor shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Contractor’s interest in this Agreement without City’s prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City’s consent, no subletting or assignment shall release Contractor of Contractor’s obligation to perform all other obligations to be performed by Contractor hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless. Contractor agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Contractor’s sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the performance of the Contractor, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Contractor, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Contractor, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon the work performed by the Contractor, its employees, and/or authorized subcontractors under this Agreement, whether or not the Contractor, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Contractor shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City’s specifications or Contractor’s Proposal, which shall be of no force and effect.

6.10. Independent Contractor. Contractor is and shall be acting at all times as an independent contractor and not as an employee of City. Contractor shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Contractor or any of Contractor’s employees, except as set forth in this Agreement. Contractor shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Contractor shall secure, at its sole expense, and be responsible for any and

all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Contractor and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Contractor shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Contractor further agrees to indemnify and hold City harmless from any failure of Contractor to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Contractor under this Agreement any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.11. PERS Eligibility Indemnification. In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.12. Cooperation. In the event any claim or action is brought against City relating to Contractor's performance or services rendered under this Agreement, Contractor shall render any reasonable assistance and cooperation which City might require.

6.13. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Contractor or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Contractor agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Contractor. City shall indemnify and hold harmless Contractor from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Contractor. Contractor shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

6.14. Public Records Act Disclosure. Contractor has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Contractor, or any of its subcontractors,

pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code section 6254.7, and of which Contractor informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.15. Conflict of Interest. Contractor and its officers, employees, associates and subcontractors, if any, will comply with all conflict of interest statutes of the State of California applicable to Contractor's services under this agreement, including, but not limited to, the Political Reform Act (Government Code sections 81000, *et seq.*) and Government Code section 1090. During the term of this Agreement, Contractor and its officers, employees, associates and subcontractors shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Contractor is not currently performing work that would require Contractor or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.16. Responsibility for Errors. Contractor shall be responsible for its work and results under this Agreement. Contractor, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Contractor occurs, then Contractor shall, at no cost to City, provide all necessary design drawings, estimates and other Contractor professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.17. Prohibited Employment. Contractor will not employ any regular employee of City while this Agreement is in effect.

6.18. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.19. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.20. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Contractor and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.21. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.22. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.23. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.24. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.25. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.26. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.27. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

[Signatures appear on following page.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CONTRACTOR

Signature

Date: _____

[Name and Title]

Social Security or Taxpayer ID Number

CITY OF COSTA MESA

Tamara Letourneau
Acting City Manager

Date: _____

ATTEST:

Brenda Green
City Clerk

APPROVED AS TO FORM:

Kimberly Hall Barlow
City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Ruth Wang
Risk Management

Date: _____

APPROVED AS TO CONTENT:

Yvette Aguilar
Project Manager

Date: _____

DEPARTMENTAL APPROVAL:

Justin Martin
Parks and Community Services Director

Date: _____

APPROVED AS TO PURCHASING:

Kelly Telford
Finance Director

Date: _____

EXHIBIT A
SCOPE OF WORK

SCOPE OF WORK FOR UNARMED SECURITY GUARD SERVICES

Unless otherwise directed by City, the professional security guard service provider shall actively patrol the Lions Park area, on a 24 hour, seven days a week, including holidays, rain or shine schedule.

All professional services are to be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional Contractors in similar fields and circumstances. The Security Officer shall be present at all times. Lunches and breaks will need to have the proper coverage. The patrolling of the area shall be supplemented with a Segway or other similar motorized vehicle, to actively deter illegal activity. The maintenance, fuel and/or vehicle charging will be the responsibility of the vendor. The selected vendor shall provide daily reports to City staff describing their daily activity, observations and interactions with the public. The selected vendor will have significant expertise in the areas necessary to meet the needs and requirements set forth in this Scope of Work. Critical criteria in City's evaluation process will include the vendor's ability to share data and jointly develop services that meet the City's needs.

In addition to the 24-hour security service, the City requires one unarmed security officer at the Costa Mesa Senior Center, Monday through Friday, 7:30 a.m. to 4 p.m. (this is subject to change upon agreement of both the City and selected vendor).

GENERAL SCOPE OF SERVICES

- A. The vendor will need to ensure that they can provide the services through following mechanisms, including:
 - Daily reporting by each assigned personnel, at 1-2 hour intervals, with documentation and logging of any interaction with the public. For the 24/7 hour monitoring, the reporting forms will be available at the Lions Park Campus, at the Downtown Recreation Center (1860 Anaheim Ave.); for the Costa Mesa Senior Center (695 W. 19th Street), the reporting forms will be available on site.
 - Security personnel are to monitor all areas, as outlined in the attached map (Attachment 1), on a continuous basis. At no point in time should the area be left without a security personnel, and all designated breaks, as required by law, need to be covered by appropriate security personnel.
 - Security personnel shall continuously monitor the encompassing area, as well as perform walkthroughs through all City buildings, which will include common areas and throughways.
 - Security personnel are to immediately report suspicious activity, and contact the appropriate emergency personnel in situations where safety is compromised or criminal activity is evident.
 - Security personnel are to deter any type of illegal activity, and ensure that areas of travel are clear for accessibility.

- Security personnel are to ensure that use of any reservable and/or permitted space is used appropriately, and that any group that is utilizing the space has a reservation and/or permit.
 - The expectation is that the Security Personnel will alleviate and deter activity that is not conducive to productive and appropriate use of the area.
 - Security personnel are to provide/share appropriate available resources to the community, including making appropriate referrals to individuals who may have questions about the City and/or available resources in the community.
 - For information not known to the security personnel, the expectation is that they will document questions from members of the staff and ensure that information is received by City staff for appropriate follow-up.
- B. The assigned Security Officer is to be highly visible and identified as a professional security guard. They will be required to wear a professional uniform and badge. The guard shall be highly vigilant in actively patrolling while on duty. A stationary guard is not acceptable. The use of cell phone should only be for work related issues. The security services shall include the use of two-way radios and cell phones too quickly relay information to City staff and/or emergency personnel.
- The vendor shall work to promote mutual trust and cooperation with the public and visitors within the patrol area.
 - The selected vendor will use the Downtown Recreation Center as their headquarters for checking in, checking out and file keeping.
 - The selected vendor will be provided a list of contacts throughout the City and will be required to maintain contact with the appropriate personnel in regards to the information that is relayed. The list will include, but not be limited to the Parks and Community Services Staff, Community Outreach Group, the Costa Mesa Police Department and the Costa Mesa Fire Department. There may be a need to communicate with more than one of the City's contacts.
 - The selected vendor will provide a list of authorized field use and activity and shall verify/confirm that the users are authorized to use the fields.
 - The patrol area may be subject to change during construction activity through 2021.
 - The selected vendor will have, at minimum, quarterly meetings with City staff to discuss and evaluate if the needs of the City are being met, what types of activity they are seeing, any trends that might be of concern and to do an overall evaluation of the security guard services and make any necessary adjustments to the services provided.

REPORTS

An hour-by-hour log shall be kept for all activities taking place during each shift.

The selected vendor shall complete and submit a Daily Report Form to the City Contract Coordinator upon completion of each daily shift. The daily report shall include listing all

occurrences with significant data pertaining to all activities.

In the event of an unusual occurrence, the selected vendor shall submit an Incident Report to the City Contract Coordinator, along with the Daily Report Form within 24-hours of the occurrence to the City's Contract Manager.

All required written records, including copies of police reports that may have been obtained shall be turned into the City Contract Coordinator.

The reports required herein shall be submitted in the form and manner approved by City.

PERSONNEL

Security officer assigned to perform work under this contract shall wear uniforms at all times. These uniforms must clearly identify the name of the security company and the name of the individual security guard, in conformance with California requirements. This identification may be accomplished through the use of shoulder patches, silk screening or stitched company emblems, insignias or logos.

All security personnel must maintain a courteous and respectful demeanor when dealing with all members of the public. Security personnel will not be authorized to physically apprehend, subdue, or restrain any member of the public for any reason.

Security officers employed by the vendor to perform work under this contract shall:

- Be able to communicate effectively in both written and oral English
- Be physically and emotionally capable of performing the assigned tasks

EQUIPMENT

Vendor shall furnish all equipment necessary to perform the work as described herein. All equipment shall be kept in good repair and shall conform to all federal, state and local requirements.

Required equipment shall include but not be limited to:

- A vehicle to perform security inspections during shift, with visible company identification to allow for rapid transportation around and throughout the designated patrol area.
- Security officer shall be equipped with portable communication devices permitting 24-hour communication with company headquarters and/or with appropriate law enforcement agencies and other designated contacts.
- Flashlight

WORK SCHEDULE

- A. Beginning of Shift:** At the start of each work shift, the vendor's security officer shall document the time of arrival and discuss any significant security matters with the security officer from the previous shift.

B. End of Shift: At the end of each work shift, the vendor's security officer shall advise City staff of any incidents or events that occurred during the previous work shift, regardless of the severity of the incident. Any and all written reports prepared during the shift shall be submitted to the designated person and/or deposited in the designated mailbox at the end of the work shift.

C. Change of Shift: Vendor shall ensure that continuous coverage is maintained during shift changes. Under no circumstances will there be a total absence of active security service personnel during the hours covered by this contract.

- All work during hours listed shall be continuous. Breaks shall only be taken at designated times and areas and when adequate coverage is maintained.
- Documentation of shift changes occurring after operational shift hours must be provided to City staff upon request.
- Guard shift changes during operating hours of City Facilities are to occur at the designated check-in/check-out location within the designated community center.
- Security personnel shift changes after operation hours must be recorded and monitored by the vendor and must include proof that the check-in and check-out occurred at the predetermined scheduled times and that the check-in and check-out occurred within the confines of the designated patrol perimeter.
- During operational hours of City facilities, security personnel shift changes are to occur at the designated check-in/check-out location within the designated community center.

PERFORMANCE DUTIES The security officer shall maintain a constant and visible presence around and throughout the perimeter of Lions Park, the Costa Mesa Senior Center, and through Plumer St. (**Attachment 1**). Work performed shall consist of providing a security officer to perform security services as described herein:

- Routinely patrol through the confines of Lions park, including areas between all buildings, structures, and gated field and park space.
- Supervise and control access to the City facilities and grounds within the patrol perimeter outlined in Attachment 1.
- Routinely check in with designated City staff and/or Library staff at the designated location(s) during operating hours of City facilities within Lions Park.
- Provide security inspections, scheduled rounds to tracking system location as designated, detection and investigation of buildings, ground and appurtenances of the Downtown Recreation Center campus
- Ensure City owned building exteriors, structures, and gates are locked during after-hours non-operation and closures.
- Perform inspection, detection and investigation of all security-related incidents, violations of regulations and matters of public safety and report same to appropriate authorities and to City Contract Coordinator.

- Assist City staff with ensuring the City's municipal codes are not being violated.
- Inform the public of the City's municipal codes applicable to City parks and facilities.
- Contact appropriate personnel and police in case of unauthorized door openings or closings within the Downtown Recreation Center's campus.
- Screen visitors of facilities within the patrol perimeter outlined in Attachment 1.
- Question and check ID of anyone who enters the premises during and after normal working hours and record said entry on daily report document (only City staff with proper identification will be allowed within City facilities after normal operating hours).
- Be observant of behavior in common areas such as smoking and/or vaping in non-smoking areas and take appropriate action.
- Security personal must investigate all credible reports of suspicious, illegal activity from members of the public within the confines of the designated patrol perimeter and report all evidence of vandalism.
- Observe and report any suspicious, illicit, or illegal activity or evidence of vandalism to the Costa Mesa Police Department and to designated Parks and Community Services Department staff.
- Communication shall be established with local law enforcement agencies in order to provide information on criminal activity taking place on site. This communication shall include immediate communication required for emergency situations (i.e. gunfire, domestic violence, etc.) as well as communication required for subsequent investigations of criminal activity
- Report inoperative interior and exterior lighting.
- Contact appropriate City representative, police and/or other emergency response personnel as required in the event of an emergency.
- Notify the appropriate law enforcement agency immediately of any unlawful activity.
- Contact the police department in the event of observing or witnessing a potential problem.
- Report any action taken by the security guard regarding any ordinance and/or rule enforcement, or emergency, in writing to the designated City staff.
- Security officer shall remain within the patrol perimeter at all times throughout the duration of the shift.
- Document all reports of suspicious, illegal activity and/or vandalism. Include the nature, precise location, and outcome of all incidents in addition to any other pertinent details.

The unarmed security guard duties may, at the discretion of City staff, also include, but not be limited to:

- Inspection of all floors of City facilities with the patrol perimeter. Preferably at unscheduled 1 ½ hour intervals.
- Periodic inspection of outside property which shall include all parking lots, office buildings, and ensure proper use of handicapped parking and fire zones
- Periodically inspect all exits, including fire stairwells and respond to alarms indicating unauthorized use
- After business hours, inspection of office and building door lock, verification that sensitive areas are secured
- Investigate fire, burglar and pull-cord alarms for entire patrol area

EMERGENCIES

Security officers shall respond promptly and appropriately to all security-related emergencies and requests for emergency assistance regardless of the nature of the emergency.

Upon determination of the nature of the emergency, the security officer shall immediately notify the appropriate law enforcement agency, fire department and/or medical aid provider as required.

Medical aid administered by the security officer shall be only to the extent that the officer is qualified to administer in accordance with the officer's level of certification.

The security officer shall interface immediately with any law enforcement agency responding within the patrol perimeter outlined in Attachment 1.

KEYS

Any keys issued to security personnel must be responsibly maintained and securely stored. Keys and combination lock codes are only to be exchanged between security personnel at designated shift rotations and to City staff upon request. Security personnel will not open any facility, structure, or gate for any member of the public without direction from City staff with the exception of emergencies.

Vendor will be responsible for expenses incurred from lost keys or from vandalism directly caused from inappropriate use of City issues keys or combination locks.

PATROL

As outlined in Attachment 1, the patrol perimeter shall be the south side of W. 18th St, from the west side of Anaheim Ave. to the east side of Park Ave., north to the south fence of the fire station, east to the east side of the fire station, north to the north edge of parking lot, east to the east side of the Anaheim Ave. north to the north side of Plumer St., east to the east side of the Costa Mesa Senior Center parking lot, north to the south side of 19th St., east to the east side of Pomona Ave., south to the south side of Plumer St., west to the west side of Anaheim Ave., south to the south side of Anaheim Ave.

The facilities to patrol within the designated perimeter include the Downtown Recreation Center,

Costa Mesa Senior Center, Luke Davis Athletic Field, Luke Davis Athletic Field Restrooms, Costa Mesa/Donald Dungan Library, Lions Park (open space), Lion's Park Playground, Costa Mesa Community Center, and the Costa Mesa Historical Society.

Addresses of areas identified on map (Attachment 1):

1. Downtown Recreation Center (DRC)
1860 Anaheim Avenue
2. Costa Mesa Senior Center
695 W. 19th Street
3. Luke Davis Athletic Field North/East corner of West 18th St. and Anaheim Ave.
4. Luke Davis Athletic Field Restrooms
5. Costa Mesa/Donald Dungan Library
1855 Park Avenue
6. Lion's Park (open space)
570 West 18th Street
7. Lion's Park Playground
8. Costa Mesa Community Center
1845 Park Avenue
9. Costa Mesa Historical Society
1870 Anaheim Avenue
10. Costa Mesa Fire Station No. 3
1865 Park Avenue
11. Costa Mesa Police Westside Sub-Station
567 West 18th Street

ATTACHMENT 1

PATROL AREA

NORTH



EXHIBIT B
CONTRACTOR'S PROPOSAL

EXHIBIT C
CERTIFICATES OF INSURANCE

EXHIBIT D

CITY COUNCIL POLICY 100-5

CITY OF COSTA MESA, CALIFORNIA

COUNCIL POLICY

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	1 of 3

BACKGROUND

Under the Federal Drug-Free Workplace Act of 1988, passed as part of omnibus drug legislation enacted November 18, 1988, contractors and grantees of Federal funds must certify that they will provide drug-free workplaces. At the present time, the City of Costa Mesa, as a sub-grantee of Federal funds under a variety of programs, is required to abide by this Act. The City Council has expressed its support of the national effort to eradicate drug abuse through the creation of a Substance Abuse Committee, institution of a City-wide D.A.R.E. program in all local schools and other activities in support of a drug-free community. This policy is intended to extend that effort to contractors and grantees of the City of Costa Mesa in the elimination of dangerous drugs in the workplace.

PURPOSE

It is the purpose of this Policy to:

1. Clearly state the City of Costa Mesa’s commitment to a drug-free society.
2. Set forth guidelines to ensure that public, private, and nonprofit organizations receiving funds from the City of Costa Mesa share the commitment to a drug-free workplace.

POLICY

The City Manager, under direction by the City Council, shall take the necessary steps to see that the following provisions are included in all contracts and agreements entered into by the City of Costa Mesa involving the disbursement of funds.

1. Contractor or Sub-grantee hereby certifies that it will provide a drug-free workplace by:
 - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Contractor’s and/or sub-grantee’s workplace, specifically the job site or location included in this contract, and specifying the actions that will be taken against the employees for violation of such prohibition;
 - B. Establishing a Drug-Free Awareness Program to inform employees about:

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1. The dangers of drug abuse in the workplace;
 2. Contractor's and/or sub-grantee's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation and employee assistance programs; and
 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- C. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by subparagraph A;
- D. Notifying the employee in the statement required by subparagraph 1 A that, as a condition of employment under the contract, the employee will:
1. Abide by the terms of the statement; and
 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- E. Notifying the City of Costa Mesa within ten (10) days after receiving notice under subparagraph 1 D 2 from an employee or otherwise receiving the actual notice of such conviction;
- F. Taking one of the following actions within thirty (30) days of receiving notice under subparagraph 1 D 2 with respect to an employee who is so convicted:
1. Taking appropriate personnel action against such an employee, up to and including termination; or
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health agency, law enforcement, or other appropriate agency;

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- G. Making a good faith effort to maintain a drug-free workplace through implementation of subparagraphs 1 A through 1 F, inclusive.
2. Contractor and/or sub-grantee shall be deemed to be in violation of this Policy if the City of Costa Mesa determines that:
 - a. Contractor and/or sub-grantee has made a false certification under paragraph 1 above;
 - b. Contractor and/or sub-grantee has violated the certification by failing to carry out the requirements of subparagraphs 1 A through 1 G above;
 - c. Such number of employees of Contractor and/or sub-grantee have been convicted of violations of criminal drug statutes for violations occurring in the workplace as to indicate that the contractor and/or sub-grantee has failed to make a good faith effort to provide a drug-free workplace.
 3. Should any contractor and/or sub-grantee be deemed to be in violation of this Policy pursuant to the provisions of 2 A, B, and C, a suspension, termination or debarment proceeding subject to applicable Federal, State, and local laws shall be conducted. Upon issuance of any final decision under this section requiring debarment of a contractor and/or sub-grantee, the contractor and/or sub-grantee shall be ineligible for award of any contract, agreement or grant from the City of Costa Mesa for a period specified in the decision, not to exceed five (5) years. Upon issuance of any final decision recommending against debarment of the contractor and/or sub-grantee, the contractor and/or sub-grantee shall be eligible for compensation as provided by law.