

**AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
FIRST SHIELD SECURITY AND PATROL INC.**

PREAMBLE

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and First Shield Security and Patrol Inc., a California corporation (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A. City desires to secure the services more fully described in this Agreement, at Exhibit A, entitled "Scope of Services";
- B. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,
- C. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AGREEMENT DOCUMENTS

The documents forming the entire Agreement between City and Contractor shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference:

Exhibit A – Scope of Services

Exhibit B – Schedule of Fees

Exhibit C – Insurance Requirements

Exhibit D – Notice of Exercise Option to Extend Agreement

This Agreement, including the Exhibits set forth above, contains all the agreements, representations and understandings of the Parties, and supersedes and replaces any previous agreements, representations and understandings,

whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control.

2. TERM OF AGREEMENT

- A. Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on November 1, 2021 and terminate on October 31, 2024 ("Initial Term").
- B. After the Initial Term, the City reserves the right, at its own sole discretion, to extend the term of this Agreement for up to five (5) additional one-year terms ("Option Periods") based on the same terms and conditions, subject annual appropriation of funds. City shall provide Contractor with no less than thirty (30) days prior written notice of its intention to exercise its option to extend the term of this Agreement. See Exhibit D for Notice of Exercise Option to Extend Agreement.

3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE

Contractor shall perform those Services specified in Exhibit A within the time stated in Exhibit A. Time is of the essence.

4. WARRANTY

Contractor expressly warrants that all materials and services covered by this Agreement shall be fit for the purpose intended, shall be free from defect and shall conform to the specifications, requirements and instructions upon which this Agreement is based. Contractor agrees to promptly replace or correct any incomplete, inaccurate or defective Services at no further cost to City when defects are due to the negligence, errors or omissions of Contractor. If Contractor fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Contractor for the cost incurred by City.

5. QUALIFICATIONS OF CONTRACTOR - STANDARD OF CARE

Contractor represents and maintains that it has the expertise in the professional calling necessary to perform the Services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Contractor's representations regarding its skills and knowledge. Contractor shall perform such Services and duties in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California.

6. COMPENSATION AND PAYMENT

In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and Services rendered by Contractor in accordance with Exhibit B, entitled "SCHEDULE OF FEES." The Maximum Compensation of this Agreement is set forth in Section 1 of Exhibit B and is subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services. All work performed or materials provided in excess of the maximum compensation shall be at Contractor's expense. Contractor shall not be entitled to any payment above the maximum compensation under any circumstance.

7. TERMINATION

- A. Termination for Convenience. City shall have the right to terminate this Agreement, without cause or penalty, by giving not less than Thirty (30) days' prior written notice to Contractor.
- B. Termination for Default. If Contractor fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice to Contractor.
- C. Upon termination, each Party shall assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Contractor will deliver to City all City information or material that Contractor has in its possession.

8. ASSIGNMENT AND SUBCONTRACTING

City and Contractor bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Contractor shall not hire subcontractors without express written permission from City.

Contractor shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it.

9. NO THIRD PARTY BENEFICIARY

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

10. INDEPENDENT CONTRACTOR

Contractor and all person(s) employed by or contracted with Contractor to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Contractor has full rights to manage its employees in their performance of Services under this Agreement.

11. CONFIDENTIALITY OF MATERIAL

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for Contractor and all other written information submitted to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor and shall not, without the prior written consent of City, be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Contractor which is otherwise known to Contractor or becomes generally known to the related industry shall be deemed confidential.

12. OWNERSHIP OF MATERIAL

All material, which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports, designs, technology, programming, works of authorship and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of City but Contractor may retain and use copies thereof. City shall not be limited in any way or at any time in its use of said material. However, Contractor shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to, the release of this material to third parties.

13. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for four (4) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Contractor for the purpose of verifying any and all charges made by Contractor in connection with Contractor compensation under this Agreement, including termination of Contractor. Contractor agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City. Contractor shall bear the cost of the audit if the audit determines that there has been a substantial billing deviation in excess of five (5) percent adverse to the City.

Contractor shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Contractor agrees

to assist City in meeting City's reporting requirements to the State and other agencies with respect to Contractor's Services hereunder.

14. HOLD HARMLESS/INDEMNIFICATION

- A. To the extent permitted by law, Contractor agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, in any manner arising from, or alleged to arise in whole or in part from, or in any way connected with the Services performed by Contractor pursuant to this Agreement – including claims of any kind by Contractor's employees or persons contracting with Contractor to perform any portion of the Scope of Services – and shall expressly include passive or active negligence by City connected with the Services. However, the obligation to indemnify shall not apply if such liability is ultimately adjudicated to have arisen through the sole active negligence or sole willful misconduct of City; the obligation to defend is not similarly limited.
- B. Contractor's obligation to protect, defend, indemnify, and hold harmless in full City and City's employees, shall specifically extend to any and all employment-related claims of any type brought by employees, contractors, subcontractors or other agents of Contractor, against City (either alone, or jointly with Contractor), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought.
- C. To the extent Contractor is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Contractor warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Contractor's responsibilities under the Act.

15. INSURANCE REQUIREMENTS

During the term of this Agreement, and for any time period set forth in Exhibit C, Contractor shall provide and maintain in full force and effect, at no cost to City, insurance policies as set forth in Exhibit C.

16. WAIVER

Contractor agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement. Neither City's review, acceptance nor payments for any of the Services required under this Agreement

shall be constructed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

17. NOTICES

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara
Attention: Parks & Recreation Department
1500 Warburton Avenue
Santa Clara, CA 95050
and by e-mail at jteixeira@santaclaraca.gov

And to Contractor addressed as follows:

First Shield Security and Patrol Inc.
Attention: Omar Noory
1984 The Alameda, Suite 3
San Jose, CA 95126
and by e-mail at omar@firstshieldsecurity.com

The workday the e-mail was sent shall control the date notice was deemed given. An e-mail transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following business day.

18. COMPLIANCE WITH LAWS

Contractor shall comply with all applicable laws and regulations of the federal, state and local government, including but not limited to "The Code of the City of Santa Clara, California" ("SCCC"). In particular, Contractor's attention is called to the regulations regarding Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), Business Tax Certificate (SCCC section 3.40.060), and Food and Beverage Service Worker Retention (SCCC Chapter 9.60), as such Chapters or Sections may be amended from time to time or renumbered. Additionally Contractor has read and agrees to comply with City's Ethical Standards (<http://santaclaraca.gov/home/showdocument?id=58299>).

19. CONFLICTS OF INTEREST

Contractor certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Contractor and that no person associated with Contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Contractor is familiar with the provisions of California Government Code section 87100 and

following, and certifies that it does not know of any facts which would violate these code provisions. Contractor will advise City if a conflict arises.

20. FAIR EMPLOYMENT

Contractor shall not discriminate against any employee or applicant for employment because of race, sex, color, religion, religious creed, national origin, ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state or local law.

21. NO USE OF CITY NAME OR EMBLEM

Contractor shall not use City's name, insignia, or emblem, or distribute any information related to services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

22. GOVERNING LAW AND VENUE

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

23. SEVERABILITY CLAUSE

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

24. AMENDMENTS

This Agreement may only be modified by a written amendment duly authorized and executed by the Parties to this Agreement.

25. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

Dated: _____

Office of the City Attorney
City of Santa Clara

DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

FIRST SHIELD SECURITY AND PATROL INC
a California corporation

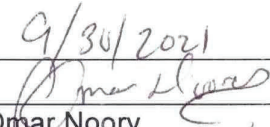
Dated: 9/30/2021
By (Signature): 
Name: Omar Noory
Title: President/CEO
Principal Place of Business Address: 1984 The Alameda, Suite 3
San Jose, CA 95126
Email Address: omar@firstshieldsecurity.com
Telephone: (408) 460-2570
Fax: (877) 429-7990
"CONTRACTOR"

EXHIBIT A

SCOPE OF SERVICES

1. INTRODUCTION

- 1.1.** Contractor shall provide as-needed long-term and short-term security services to protect persons and properties at City sites managed by the Parks & Recreation Department (Department). Contractor shall provide all labor, patrol vehicle, equipment, management, supervision, training, licenses, permits, insurance, pre-employment screenings, and reports necessary to accomplish the services.
- 1.2.** To the extent not inconsistent with this Agreement between the City and Contractor including this Scope of Services, the City's RFP 20-21-57 (including subsequent updates), Contractor's proposal response dated June 8, 2021 and Contractor's oral demonstration materials dated August 18, 2021 are hereby incorporated by reference herein, and shall supplement this Scope of Services and be subject to the terms and conditions of the Agreement.

2. SITES

- 2.1.** With at least two (2) business days of notice, Contractor shall provide security services as directed by the Department. Compensation shall be in accordance with the rates set forth Exhibit B.
- 2.2.** Contractor agrees that the services to be performed, including the locations where and the hours during which the services are to be performed, and the number of Security Guards to be furnished by the Contractor, shall be subject to the approval of the Department. The scope and/or times of security guard services will vary according to the need at each site and will be memorialized in a Post Order, as defined in Section 9.
- 2.3.** The City reserves the right during the term of the Agreement to add or delete any sites.

3. LICENSES AND PERMITS

Contractor and Contractor agents and employees shall possess all licenses, registrations, and permits required by the California Department of Consumer Affairs, Bureau of Collection and Investigative Services. Such license and permits are to be presented to the City on demand, and include the following:

- 3.1.** Private Patrol Operator's License: Contractor shall furnish its current and valid private patrol operator's number. Contractor shall notify the City immediately if its license expires without immediate renewal or is suspended or cancelled. Expiration without immediate renewal, suspension or cancellation of the Contractor's private patrol license automatically terminates the agreement, and the City will not pay for services rendered after effective date of the expiration, suspension, or cancellation. The City may reinstate the agreement, if the City determines, at its sole discretion that the expiration without immediate renewal, suspension, or cancellation was caused by administrative error or by an excusable error in completing applications by the Contractor, and the license has been reinstated or renewed.

- 3.2.** Guard Registration Card: Contractor's Security Guards shall be registered and shall have a current and valid guard registration card in their possession while on duty. The guard registration cards must be current, and must be presented to the City upon demand. If a Contractor's Security Guard is unable to present his/her guard registration card upon demand, he/she will be relieved from duty and Contractor shall provide a Security Guard who has appropriate cards in his/her possession, at no additional cost to the City. The agreement is subject to immediate termination if the Contractor is unable to provide Security Guards who conform to these requirements. Contractor shall also maintain all other business and professional licenses that may be required by the state, federal, and local codes.

4. STANDARDS OF CONDUCT

Contractor shall ensure that while on duty at City facilities, Security Guards shall not:

- 4.1.** Carry on their person any firearms, batons, handcuffs, knives, saps, brass knuckles, stun-gun, Taser, oleoresin capicum (pepper) spray, or any tear gas agent. "On their person" shall include, but not be limited to, the employee's vehicle or locker on the City site.
- 4.2.** Listen to radios, police scanners, or any other audio medium that is not directly job-related.
- 4.3.** Watch television and/or play video games.
- 4.4.** Read any materials which are not job-related.
- 4.5.** Sleep while on duty.
- 4.6.** Display a discourteous, abrupt, abrasive, or belligerent attitude.
- 4.7.** Use City telephones or any other City-owned electronic equipment for anything other than City business.
- 4.8.** Use any employee workstation other than those designated for the Security Guard's use.
- 4.9.** Leave their area of responsibility without notification and/or until arrival of a relief guard.
- 4.10.** Entertain personal visitors.
- 4.11.** Be under the influence of illegal drugs or alcohol.
- 4.12.** Be under the influence of any prescribed or over-the-counter medications which inhibit job performance in accordance with the specifications set forth herein.
- 4.13.** Present or identify themselves as employees of the City of Santa Clara.

5. SECURITY GUARDS

Security Guards assigned to the City shall:

- 5.1.** Identify and report security and safety violations.
- 5.2.** Speak, read, write, and understand the English language fluently.
- 5.3.** Do extensive walking during their shift, including taking the stairs, and walking the roof, parking lots and underground parking areas.
- 5.4.** Vary their rounds and sequence so as not to appear routine.

- 5.5. Be thoroughly familiar with applicable Post Orders and general/specific duties and perform all tasks in accordance with the duties outlined in the Post Orders.
- 5.6. Provide high quality customer service to the public and City at all times.
- 5.7. Be skilled at diffusing confrontational situations.
- 5.8. Administer first aid or provide assistance to the public and City staff as required.
- 5.9. Complete incident, claim, or other related reports for any incident occurring on City property.
- 5.10. Assist on-site personnel in emergency situations.

6. EQUIPMENT, UNIFORMS, AND BADGING REQUIREMENTS

- 6.1. Contractor shall ensure that all Contractor personnel are in full uniform (with all required/approved equipment) and ready to begin work promptly at the start of the work shift and remain on the job in full uniform at their post. The uniforms shall be supplied by Contractor and approved by the City (subject to daily and/or random City staff inspection).
- 6.2. Contractor shall provide all equipment including but not limited to patrol vehicles, flashlights, and cell phones for all City assignments. Contractor shall also provide handheld radios for communication with the assigned Security Guards. This equipment is to be supplied to guards and supervisors by the Contractor at no additional charge to the City.
- 6.3. Contractor may be assigned custody of keys, operating equipment, and other materials deemed necessary by City for the operation and supervision of the premises' security program. All such keys, operating equipment, and materials shall remain City's property and shall be surrendered to City immediately upon discharge or transfer of personnel from the premises or termination of the agreement. Contractor shall be responsible for the cost of all equipment repairs or replacement due to abuse or negligence.

7. SUPERVISION AND MANAGEMENT CONTROLS

- 7.1. Contractor shall be solely responsible for its employees while they are on duty, including but not limited to, maintaining discipline, ensuring standards of conduct are adhered to, and enforcing security policies, procedures, and orders.
- 7.2. Contractor shall be solely responsible for selecting, hiring, employing, paying, supervising, training and discharging all personnel necessary to provide the required security guard services
- 7.3. Contractor shall ensure that Security Guards assigned to the City are trained and familiar with the City's policies, procedures, and site-specific requirements.
- 7.4. The City reserves the right, at its sole discretion, to refuse the services of any particular Contractor employee. In such case, Contractor shall immediately remove said employee and provide a replacement. Any employee so removed shall be the subject of an administrative investigation/inquiry by Contractor into the circumstances of the complaint. Contractor shall determine appropriate disciplinary actions in accordance with its own policy, a copy of which may be requested by the City at any time. At no time will the subject employee be eligible to work under the agreement until the Contractor's investigative findings are reviewed by the City.

- 7.5.** Contractor shall perform regular quality assurance to ensure compliance with the City's requirements stated in this scope and rectify any observed problems. Quality assurance at a minimum shall include a weekly unannounced inspection. Documentation of inspections shall be discussed at least monthly with City.

8. MEETINGS

- 8.1.** Contractor shall assign a Project Manager/Account Manager to be responsible for the coordination and completion of all administration and reporting required under the agreement. The Project Manager/Account Manager shall ensure that all calls or requests received from the City are responded to immediately.
- 8.2.** Contractor's Project Manager/Account Manager shall attend on-site monthly Maintenance District meetings, at no additional cost.
- 8.3.** The City and Contract shall meet annually or on an as-needed basis to discuss all relevant issues pertaining to the services.

9. POST ORDERS

- 9.1.** Post Orders are documents that prescribe the procedures, duties, and responsibilities each Security Guard assigned to a security post must follow to ensure all duties are performed uniformly. The duties for each assigned posts will be detailed in the Post Orders that include the performance requirements of the specific post.
- 9.2.** Contractor shall provide Post Orders to the City upon initial assignment of its employees and whenever such Post Orders are updated or amended. Post Orders shall be used by Contractor as the required procedures to address specific security procedures and concerns at particular sites. The City may modify, amend, or revise the Post Orders to change shift duties, start and stop times, and post location provided the change is within the contract scope and has no impact on the contract price. Post Orders will also be amended to reflect changes in laws, regulations, or procedures. Such changes shall require no modification of the agreement.

10. ACTIVITY LOGBOOKS/REPORTS

- 10.1.** Contractor shall maintain Activity Logbooks at all facilities to capture all activities at post areas. Contractor shall ensure that, immediately upon reporting to a facility for duty, each employee record their name and the date and time of arrival for duty in the Activity Logbook maintained at the post. At the end of the duty, each employee shall record the time and departure in the same logbook. Contractor shall also ensure that employees record in the Activity Log Book any incidents, occurrences, messages, reports, etc. This Activity Logbook may be maintained electronically.
- 10.2.** Activity Logbooks are the property of the City and are subject to administrative audits. All Contractor employees and activities shall be noted in the Activity Logbook for reference and contract reconciliation.
- 10.3.** During shift changes, the outgoing Security Guard will review incident reports, occurrences, or messages with the incoming Security Guard. Daily report will be delivered to the City contact with a copy maintained in the Activity Logbook. The City may choose to have reports submitted electronically.
- 10.4.** The Activity Logbook shall also contain pictures and reportable incidents (vandalism, graffiti, damage, broken or hazardous equipment) or changes in condition from the

previous shift to the current shift or occurrences during a shift. These are to be communicated in the Activity Logbook and a report sent electronically to the City contact for the particular Post site. Active incidents of vandalism, theft, damage, graffiti, or hazards are to be communicated to the Santa Clara Police Department in addition to site supervisor.

11. TRAINING

Contractor is responsible to provide training and orientation to all employees providing services to the City under the agreement. Such training shall follow the Contractor's standard policies and procedures in effect during the term of the agreement, shall be consistent with the levels generally provided within the security services industry, shall be in compliance with all applicable local, state, and federal laws, and shall conform to all other standards or requirements presented within this scope. The City reserves the right to request documentation of such training or require additional training as needed for security personnel at any time.

EXHIBIT B SCHEDULE OF FEES

1. MAXIMUM COMPENSATION

The maximum compensation payable for all materials and services provided under this Agreement shall not exceed **Eight Hundred One Thousand Dollars (\$801,000)** during the Initial Term of the Agreement ("Maximum Compensation"), subject to the appropriation of funds. Any additional services or materials requested by the City that would exceed the preceding maximum amount will be addressed in an Amendment to the Agreement.

2. BILLING RATES

2.1. Contractor's compensation for security services shall be as follows:

Hours	Initial Year 1 Unit Billing Hourly Rate	Initial Year 2 Unit Billing Hourly Rate	Initial Year 3 Unit Billing Hourly Rate
Overtime/Holiday Rate	\$39.00	\$39.00	\$39.00
Special or as-needed coverage (short-term)	\$39.00	\$39.00	\$39.00
Regular/long-term sites (30 days or longer)	\$26.00	\$26.00	\$26.00

2.2. All rates shown above are flat rates, which include all wages, benefits, allowances, and differentials, and are billable for actual time worked, as required by the City. Only work performed by an on-site Security Guard or personnel is billable. No other work is billable, including any work performed by Contractor's area supervisor or relationship manager.

2.3. Overtime rate can be used, as expressly authorized, if hours worked by an on-site Security Guard exceeds eight (8) hours in a given day or forty (40) hours in a given week. OVERTIME AND HOLIDAY WORK MUST BE EXPRESSLY AUTHORIZED BY THE CITY AND APPROVED IN WRITING IN ADVANCE BY THE CITY.

2.4. The City will not be charged for overtime if Contractor's relief guard is late for any reason and the current guard's shift is extended past eight (8) hours or a 40-hour week. Contractor shall absorb such overtime costs.

2.5. Contractor shall not be reimbursed for any supplies, equipment, or sundries utilized in performance of the work, unless specifically set forth in the resulting agreement.

2.6. The City may require additional security guard(s) at the regular locations and/or add future sites during the term of the Agreement. The City shall provide notice to Contractor at least 48 hours for any additional security guard services required.

2.7. Pursuant to Section 2.B of the Agreement after the initial three-year term, the City reserves the right to exercise five (5) additional one-year period extensions for a total of eight (8) years. Prices shall remain fixed for the three-year initial term. In the event the City elects to exercise options after the initial term, price adjustments may be considered by the City. Contractor shall identify a relevant market indicator (e.g., the

Bureau of Labor Statistics Consumer Price Index, etc.) or provide information justifying reasons for any increase.

3. INVOICING

Contractor shall submit to City a monthly invoice within fifteen (15) working days of the last day of each month, in arrears, for payment for services performed pursuant to this Agreement. The City will pay Contractor within thirty (30) days of City's receipt of an approved invoice.

EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Contractor shall provide and maintain in full force and effect, at its sole cost and expense, the following insurance policies with at least the indicated coverages, provisions and endorsements:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:
 - \$2,000,000 Each occurrence
 - \$2,000,000 General aggregate
 - \$2,000,000 Products/Completed Operations aggregate
 - \$2,000,000 Personal Injury
2. Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.
3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:
 - a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;
 - b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and
 - c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars (\$1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned, non-owned and hired autos.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars (\$1,000,000) policy limit Bodily Injury by disease, one million dollars (\$1,000,000) each accident/Bodily Injury and one million dollars (\$1,000,000) each employee Bodily Injury by disease.
2. The indemnification and hold harmless obligations of Contractor included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).
3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Contractor's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85 or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.
2. Primary and non-contributing. Each insurance policy provided by Contractor shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the Indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance Indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.
3. General Aggregate. The general aggregate limits shall apply separately to Contractor's work under this Agreement providing coverage at least as broad as Insurance Services Office (ISO) Endorsement CG 2503, 1985 Edition, or insurer's equivalent (CGL);
4. Cancellation.
 - a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided

due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.

- b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.
5. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through D of this Exhibit C, above.

E. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

1. Contractor agrees to ensure that subcontractors, and any other party involved with the Services who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.
2. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.
3. The City reserves the right to withhold payments from the Contractor in the event of material noncompliance with the insurance requirements set forth in this Agreement.

F. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Contractor, and each and every subcontractor (of every tier) shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Contractor shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

G. EVIDENCE OF COMPLIANCE

Contractor or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Contractor shall submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be e-mailed to ctsantaclara@ebix.com:

Or by mail to:

EBIX Inc.
City of Santa Clara – Parks & Recreation Department
P.O. Box 100085 – S2
Duluth, GA 30096
Telephone number: 951-766-2280
Fax number: 770-325-0409

H. QUALIFYING INSURERS

All of the insurance companies providing insurance for Contractor shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives.

**EXHIBIT D
NOTICE OF EXERCISE OF OPTION TO EXTEND AGREEMENT**

AGREEMENT TITLE:	
CONTRACTOR:	
DATE:	

Pursuant to Section ___ of the Agreement referenced above, the City of Santa Clara hereby exercises its option to extend the term under the following provisions:

OPTION NO.	# of #
-------------------	---------------

NEW OPTION TERM

Begin date:	
End date:	

☐ **CHANGES IN RATE OF COMPENSATION**

Percentage change in CPI upon which adjustment is based:	
--	--

Pursuant to Section ___ of the Agreement the rates of compensation are hereby adjusted as follows:

(use attachment if necessary)

MAXIMUM COMPENSATION for New Option Term:	
--	--

For the option term exercised by this Notice, City shall pay Contractor an amount not to exceed the amount set forth above for Contractor's services and reimbursable expenses, if any. The undersigned signing on behalf of the City of Santa Clara hereby certifies that an unexpended appropriation is available for the term exercised by this Notice, and that funds are available as of the date of this signature.

Dated: _____

Approved as to Form: _____

Office of the City Attorney
City of Santa Clara

DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771