

**CITY OF FULLERTON
SECURITY SERVICES AGREEMENT**

THIS AGREEMENT is made as of November 20, 2018 ("Effective Date") by and between the City of Fullerton, a California municipal corporation ("City") and Executive Event Services, aka EES, a California Limited Liability Corporation ("Contractor").

RECITALS

- A. City desires to utilize the services of the Contractor as an independent contractor to provide security services to City as set forth in this Agreement.
- B. Contractor represents that it has the qualifications, expertise, and experience to provide the services.

NOW, THEREFORE, in consideration of performance by the parties of the covenants and conditions herein contained, the parties hereto agree as follows:

I. Contractor's Services.

Contractor shall provide the services described in the City's Request for Proposals ("RFP"), attached hereto as Exhibit "A," and Contractor's Response to City's RFP ("Contractor's Proposal"), attached hereto as Exhibit "B," both incorporated herein by this reference.

- II. Term of Agreement. This Agreement shall commence on the Effective Date and shall continue for a period of two years unless earlier terminated pursuant to the provisions herein. This Agreement may be extended by mutual agreement of both parties, for three (3) one-year terms at the conclusion of the original term. To extend the agreement, Contractor shall provide written notice to the City of its request for extension 60 days prior to the end of the then-current term.

- III. Compensation. Contractor shall be paid \$22 per hour and \$33 per hour during holidays in accordance with the fee schedule set forth in Exhibit B. Contractor shall be paid within fifteen days of submittal of an invoice to the City.

- IV. Standard of Performance. Contractor shall perform all work at the standard of care and skill ordinarily exercised by members of the profession under similar conditions.

- V. Termination. The City may terminate this Agreement without cause upon 15 days written notice to Contractor. The effective date of termination shall be upon the date specified in the notice of termination, or, in the event no date is specified, upon the 15th day following delivery of the notice. In the event of such termination, City agrees to pay Contractor for services satisfactorily rendered prior to the effective date of termination.

Contractor's failure to perform any of the terms or conditions of this Agreement shall be a breach of this Agreement. Upon written notice by the City of a breach, Contractor shall cure such breach within 24 hours or during the next available opportunity if such breach cannot be cured within 24 hours. In the event that the Contractor fails to timely cure the breach, the City shall have the right, notwithstanding any other provision of this Agreement, to immediately terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled to at law, in equity, or under this Agreement.

- VI. Personnel. Contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under this Agreement. All of the services required under this Agreement will be performed by Contractor or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Contractor reserves the right to determine the assignment of its own employees to the performance of Contractor's services under this Agreement, but City reserves the right, for good cause, to require Contractor to exclude any employee from performing services on City's premises.

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

- VII. Insurance. Contractor shall procure and maintain throughout the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with products, materials or services supplied to the City. Contractor shall provide current evidence of the required insurance in a form acceptable to the City and shall provide replacement evidence for any required insurance which expires prior to the completion, expiration or termination of this Agreement.

Nothing in this section shall be construed as limiting in any way, the Indemnification and Hold Harmless clause contained herein in Section X. or the extent to which Contractor may be held responsible for payments of damages to persons or property.

A. Minimum Scope and Limits of Insurance

1. Commercial General Liability Insurance. Contractor shall maintain commercial general liability insurance coverage in a form at least as broad as ISO Form #CG 00 01, with a limit of not less than \$2,000,000 each occurrence. If such insurance contains a general aggregate limit, it shall apply separately to the Agreement or shall be twice the required occurrence limit.
2. Business Automobile Liability Insurance. Contractor shall maintain business automobile liability insurance coverage in a form at least as broad as ISO Form # CA 00 01, with a limit of not less than \$2,000,000 each accident. Such insurance shall include coverage for owned, hired and non-owned automobiles.
3. Workers' Compensation and Employers' Liability Insurance. Contractor shall maintain workers' compensation insurance as required by the State of California and employers' liability insurance with limits of not less than \$1,000,000 each accident.

B. Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be declared to and approved by the City.

C. Other Insurance Provisions. The required insurance policies shall contain or be endorsed to contain the following provisions:

1. Commercial General Liability. The City, its elected or appointed officials, officers, employees and volunteers are to be covered as additional insureds with respect to liability arising out of products, materials, or services of the Contractor.

In the event that Contractor is providing service to City, such coverage as an additional insured shall not be limited to the period of time during which the Contractor is conducting ongoing operations for the City but rather, shall continue after the completion of such operations. The coverage shall contain no special limitations on the scope of its protection afforded to the City, its officers, employees and volunteers.

2. Commercial General Liability. This insurance shall be primary insurance as respects the CITY, its officers, employees and volunteers and shall apply separately to each insured against whom a suit is brought or a claim is made. Any insurance or self-insurance maintained by the City, its officers, employees and volunteers shall be excess of this insurance and shall not contribute with it.

3. Workers' Compensation and Employers' Liability Insurance. Insurer shall waive their right of subrogation against City, its officers, employees and volunteers for work done on behalf of the City.

4. All Coverages. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. If the Contractor maintains higher limits or has broader coverage than the minimums shown above, the City requires and shall be entitled to all coverage, and to the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

If the Contractor maintains higher limits or has broader coverage than the minimums shown above, the City requires and shall be entitled to all coverage, and to the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

D. Acceptability of Insurers. All required insurance shall be placed with insurers acceptable to the City with current BEST'S ratings of no less than A, Class VII. Workers' compensation insurance may be placed with the California State Compensation Insurance Fund. All insurers shall be licensed by or hold admitted status in the State of California. At the sole discretion of the City, insurance provided by non-admitted or surplus carriers with a minimum BEST'S rating of no less than A- Class X may be accepted if Contractor evidences the requisite need to the sole satisfaction of the City.

- E. Verification of Coverage. Contractor shall furnish the City with certificates of insurance which bear original signatures of authorized agents and which reflect insurers names and addresses, policy numbers, coverage, limits, deductibles and self-insured retentions. Additionally, Contractor shall furnish certified copies of all policy endorsements required herein. All certificates and endorsements must be received and approved by City before work commences or products and materials are delivered. The City reserves the right to require at any time complete, certified copies of any or all required insurance policies and endorsements.

VIII. Non-Discrimination and Equal Employment Opportunity.

- A. Contractor shall not discriminate as to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation, in the performance of its services and duties pursuant to this Agreement, and will comply with all rules and regulations of City relating thereto. Such nondiscrimination shall include but not be limited to the following: employment, upgrading, demotion, transfers, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- B. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor state either that it is an equal opportunity employer or that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation.
- C. Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement except contracts or subcontracts for standard commercial supplies or raw materials.

- IX. Indemnification and Hold Harmless. Contractor agrees to defend, indemnify, hold free and harmless the City, its elected and appointed officials, officers, agents and employees, at Contractor's sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings brought against the City, its elected and appointed 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 and appointed 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.

- X. Assignment. Contractor shall not assign or transfer any interest in this Agreement nor the performance of any of Contractor's obligations hereunder, without the prior written consent of City, and any attempt by Contractor to so assign this Agreement or any rights, duties, or obligations arising hereunder shall be void and of no effect.
- XI. 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.
- XII. Compliance with Laws. Contractor shall comply with all applicable laws, ordinances, codes and regulations of the federal, state, and local governments.
- XIII. Non-Waiver of Terms, Rights and Remedies. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Contractor constitute or be construed as a waiver by City of any breach of covenant, or any default which may then exist on the part of Contractor, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.
- XIV. Attorney's Fees. In the event that either party to this Agreement shall commence any legal or equitable action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover its costs of suit, including reasonable attorney's fees and costs, including costs of expert witnesses and Contractors.
- XV. 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.
- XVI. Electronic Safeguards. Contractor shall identify reasonably foreseeable internal and external risks to the privacy and security of personal information that could result in the

unauthorized disclosure, misuse, alteration, destruction or other compromise of the information. Contractor shall regularly assess the sufficiency of any safeguards and information security awareness training in place to control reasonably foreseeable internal and external risks, and evaluate and adjust those safeguards in light of the assessment.

- XVII. **Notices.** All notices to this Agreement shall be addressed as set forth below or as either party may hereafter designate by written notice and shall be sent through the US mail, personal delivery or email. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by Email; and c) 72 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.

City
Parks and Recreation Supervisor
City of Fullerton
303 W. Commonwealth Ave.
Fullerton, CA 92833

Contractor
Bobby Slater, Vice President
Executive Event Services, LLC
22600 Savi Ranch Pkwy, Suite A35
Yorba Linda, CA 92887

- XVIII. **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 Los Angeles County, California.
- XIX. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be the original, and all of which together shall constitute one and the same instrument.
- XX. **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.
- XXI. **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 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.

- XXII. 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.

- XXIII. Economic Interest Statement. Contractor hereby acknowledges that pursuant to Government Code Section 87300 and the Conflict of Interest Code adopted by City hereunder, Contractor is designated in said Conflict of Interest Code and is therefore required to file an Economic Interest Statement (Form 700) with the City Clerk, for each employee providing advise under this Agreement, prior to the commencement of work, unless waived by the City Manager.

- XXIV. 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 of 1974 (Government Code Section 81000, et seq.) and Government Code Sections 1090-1092. Contractor covenants that none of Contractor's officers or principals have any interest in, or shall acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of the services hereunder, including in any

manner in violation of the Political Reform Act. Contractor further covenants that in the performance of this Agreement, no person having such interest shall be used by Contractor as an officer, employee, agent, or subcontractor. Contractor further covenants that Contractor has not contracted with nor is performing any services, directly or indirectly, with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City and further covenants and agrees that Contractor and/or its subcontractors shall provide no service or enter into any agreement or agreements with a/any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City prior to the completion of the work under this Agreement.

XXV. 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.

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

XXVII. Entire Agreement. This Agreement, and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between Contractor and City. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by the parties which expressly refers to this Agreement. Amendments on behalf of the City will only be valid if signed by the City Manager or the Mayor and attested by the City Clerk.

XXVIII. Exhibits. This AGREEMENT includes the following, which are attached hereto and made a part hereof:

Exhibit A – Request for Proposals for Security Services dated August 27, 2018

Exhibit B – Contractor's Response, to the Security Services RFP dated September 17, 2018

XXVII. 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.

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.

City of Fullerton,



Hugo Curiel
Director of Parks and Recreation

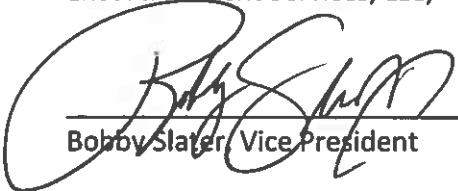
Date: 12-3-18



Judy Booth
Fullerton Public Library Director

Date: 12/6/18

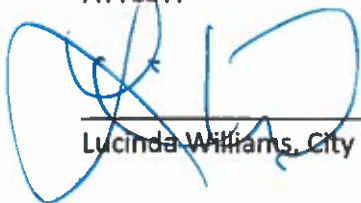
Executive Event Services, LLC,



Bobby Slater, Vice President

Date: 11/29/18

ATTEST:



Lucinda Williams, City Clerk

APPROVED AS TO FORM:



City Attorney



CITY OF FULLERTON

Request for Proposals

**For
SECURITY SERVICES AT
FULLERTON PARKS & RECREATION FACILITIES
AND
FULLERTON PUBLIC LIBRARY**

August 27, 2018

Request for Proposals

For Security Services at Fullerton Parks & Recreation Facilities and Fullerton Public Library

1.0 Introduction

The City of Fullerton (CITY) is soliciting Request for Proposals (RFP) from qualified professional security companies to provide security services located at the following facilities:

- Fullerton Community Center: 340 West Commonwealth Avenue. Fullerton. CA 92832
- Fullerton Public Library: 353 West Commonwealth Avenue. Fullerton. CA 92832
- Maple Center: 701 South Lemon Ave. Fullerton CA 92832
- Hillcrest Terrace & Isaak Walton Cabin located within Hillcrest Park: 1155 North Lemon Ave.. Fullerton CA 92832

Respondents must perform the services described in the Scope of Work (Attachment 1) below. and must have a professional security business that has been in business for a minimum of three (3) years. along with the possession of a current Private Patrol Operator License issued on by the Bureau of Security and Investigative Services.

1.1 Disclosure Requirements

Disclosure of any actual or potential conflicts of interest relative to this solicitation is of paramount importance to the City.

The successful respondent will be required to indemnify the City of Fullerton in accordance with terms similar to those identified in the Agreement for a failure of the respondent to disclose any actual or potential conflicts associated with this engagement within its response to this solicitation.

1.2 Submittal of Questions

Questions arising during preparation of a submittal should be addressed to Parks and Recreation Supervisor. Brian Yourstone. via e-mail at BrianY@cityoffullerton.com.

2.0 Submittal Requirements

The respondent shall follow the format specified below. The contents of the submittal must be clear, concise, and complete. Each section of the submittal shall be tabbed and labeled in the order shown below.

2.1 Submittal Cover

The submittal cover shall include the title, submittal due date, name, address, telephone and fax numbers, and e-mail address of the principal contact. Include the following statement:

“This submittal is for Security Services at Multiple Parks & Recreation Facilities and Fullerton Public Library.”

2.2 Table of Contents

The table of contents shall be complete and clear, listing headings and pages to enable easy reference.

2.3 Proposal Questions and Requirements

Complete the questions in order as they appear on Attachment 2 – Proposal Questions and Requirements. Label each response accordingly. Submittals shall be labeled at the upper right hand corner, i.e. “Proposal Question #3-Menu”

2.4 Insurance

This section shall include proof of insurance as required in the scope of work.

3.0 Selection Process and Evaluation Criteria

3.1 Selection Criteria and Submittal Process

The City evaluation team will review the submittals and select the most qualified respondent. Responses will be scored on a scale of one (1) to five (5) with five (5) being the highest. The following criteria utilized:

- Completeness of RFP
- Possession of a current Private Patrol Operators License issued by the Bureau of Security and Investigative Services
- Years in business
- Security companies quality of service and performance of work as verified by reference check
- Hourly price for services

The City's evaluation team will rank the submittals and select the company that best fits the City's needs for recommendation to the City Council. Local Fullerton security service providers will receive one bonus point.

3.2 Submittal Schedule

The solicitation, submittal intake, evaluation, and final selection will conform to the following schedule.

Note: Dates are subject to change.

- | | |
|------------------------------|--------------------|
| ▪ Distribution/Advertisement | August 27, 2018 |
| ▪ Deadline for Submittal | September 17, 2018 |
| ▪ Internal Selection Process | September 24, 2018 |

- City Council Approval

October 16, 2018

3.3 Submittal Deadline and Contact Information

Submissions shall not exceed a total of 15 pages, including any appendices and required forms, using a minimum type size of 11. The respondent shall submit one unbound original, five copies, and one "high quality" digital PDF file (on flashdrive).

- Submittal Deadline: **Monday, September 17, 2018 @ 4:30 pm**
- Submit Direct inquiries and RFP responses to:

Brian Yourstone
Parks and Recreation Supervisor
Parks and Recreation Department
City of Fullerton
340 West Commonwealth Avenue
Fullerton, CA 92832

Phone: 714-738-3125

Email: BrianY@cityoffullerton.com

Specific questions regarding the RFP contents should be sent in writing or via e-mail to ensure appropriate tracking and response.

The respondent understands that incomplete submittals, incorrect information, or late submittals shall be cause for disqualification. Copies received by e-mail and/or fax shall **not** be deemed as received.

4.0 Declarations and Additional Information

4.1 City Rights Pertinent to this RFP

The City reserves the right to reject all submittals for any reason without indicating reasons for rejection.

The City reserves the right to amend this solicitation by addendum. The City is bound only by what is expressly stated in this solicitation and any authorized written addenda thereto. Addenda's will be posted on the City of Fullerton's website at www.cityoffullerton.com. It shall be the respondent's responsibility to check the website up to the final submittal date daily for any possible addenda.

The City accepts no financial responsibility for any costs incurred by the respondent. All submittals become the property of the City and may be used in any way deemed appropriate.

Submittals will be considered valid for 120 days after submittal deadline.

4.2 Withdrawal of Solicitation

The City reserves the right to withdraw this solicitation at any time without prior notice and makes no representation that any agreement will be awarded to any respondent.

Additionally, the City expressly reserves the right to postpone opening responses to this solicitation for its own convenience, and/or to waive any informality or irregularity in the responses received.

4.3 Formal Approval of Agreement

The respondent understands that issuance of this solicitation does not commit the City to award a contract, to pay any costs incurred in the preparation of a response to this solicitation, or to procure a contract for services. The respondent should note that the execution of any contract pursuant to this solicitation will be dependent upon the approval by the City Council.

4.4 Independent Contractor Status

The respondent agrees, if selected, that he or she shall perform the services as independent contractor(s) and not employee(s) of the City. The City shall not be considered the employer, officer(s), employee(s), or agent(s) of the respondent. The respondent understands, if selected, the respondent shall have the sole responsibility for deciding the manner and means of providing the services, except as outlined in the final contract with its attachments or exhibits.

4.5 City Quality Assurance Process

The respondent understands that upon execution of the Agreement, City will evaluate performance on a periodic basis. Such evaluation will include assessing compliance with all terms stated in the Agreement and the Scope of work. If deficiencies are determined, a report will be generated outlining improvement methods and corrective actions. If improvement does not occur, the City may terminate the Agreement, in whole, or in part, or impose other penalties as specified in the Agreement.

4.6 Public Disclosure

The respondent understands that as a general rule all documents received by the City are considered public records. Therefore all submittals shall be made available for public inspection according to applicable disclosure rules and regulations. If the respondent considers his or her submittal as proprietary and/or otherwise exempt from disclosure he or she must submit written request for a determination of whether the documents can be withheld for public disclosure no later than 10 days prior to the due date of the submittal. City Attorney will make a determination of confidentiality. If a determination is not obtained prior to the submittal deadline, all document(s) shall be subject to public disclosure.

4.7 Confidential Solicitation

The City shall not share the details of individual responses to this solicitation with competing respondents during the selection process. After the selection process ends and prior to legislative action of the Agreement, all solicitation become public information (except portions otherwise deemed confidential as noticed in Section 4.8)

4.8 Conflict of Interest/Financial Disclosure

Key personnel who will be performing services under this Agreement are required to make disclosures with respect to the City of Fullerton.

Respondent covenants that he or she presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Respondent further covenants that in the performance of this Agreement, no person having such conflict of interest shall be employed by Consultant.

4.9 Indemnification

The respondent agrees, if selected, to indemnify and hold harmless the City and all officers and employees of each entity from any and all liability, claims, costs (including reasonable attorney's fees), demands, damages, expenses, and causes of action.

4.10 Examination of Solicitation

The respondent understands that the information provided herein is intended solely to assist the respondent in submittal preparation. To the best of City's knowledge, the information provided is accurate. However, City does not warrant such accuracy, and any errors or omissions subsequently determined will not be construed as a basis of invalidating this solicitation. Further, by submitting a response to this solicitation, the respondent represents that he or she has thoroughly examined and become familiar with work required in the solicitation and is capable of performing quality work and to achieve the objective of the City.

4.11 Equal Opportunity

The City of Fullerton is strongly committed to equal opportunity in solicitation of services.

4.12 Nondiscrimination Policy

The respondent shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of sub-consultants, vendors, or suppliers. The respondent shall provide equal opportunity for sub-consultants to participate in subcontracting opportunities. The respondent understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, or other sanctions.

4.13 Local Business and Employment

The respondent acknowledges that the City seeks to promote employment and business opportunities for local residents and firms on all City projects. The respondent shall, to the extent legally possible, solicit application for employment and proposals for subcontracts for work associated with this document from local residents and firms as opportunities occur. The respondent agrees to hire qualified local residents and firm whenever feasible.

5.0 Appendices

- Attachment 1 - Scope of Work
- Attachment 2 - Proposal Questions and Requirements

ATTACHMENT 1 SCOPE OF WORK

RFP for Security Services at Fullerton Parks & Recreation Facilities and Fullerton Public Library

I. Overview

The City is seeking professional unarmed security service provider to be used at multiple Parks & Recreation facilities for private events located at the Community Center (FCC). Maple Center. Hillcrest Terrace and Isaak Walton Cabin. The Fullerton Public Library (FPL) will need unarmed security services during their normal operating hours.

The designated security firm will provide security guard(s)/officer(s) for events that take place at the above designated City facilities. Events that qualify for security guard(s)/officer(s) will be communicated by one of the City's Rental Coordinators within one week advanced notice of the event. The City requires that events with alcohol service and large youth based events require security. Other events may be deemed by the City staff to require security services. In some cases, events may require multiple security guards/officers.

The FPL will require the designated security firm to provide services during normal business hours. The FPL may request additional security services during events, and will communicate those needs within one week of the desired security service. Normal operating hours are:

Monday – Thursday	10:00 am to 9:00 pm
Friday and Saturday	10:00 am to 5:00 pm
Sunday	1:00 pm to 5:00 pm

II. Security Guard Duties

- A. Security guards must be properly trained on-site before being assigned to a scheduled shift.
- B. Upon arrival the assigned guard(s) will sign in with the coordinator/ on-site staff, and receive specific instructions for each event and pick up a radio if necessary for the location assigned.
- C. The assigned guard(s) shall patrol all grounds (parking lots, patios, restrooms, building, and lobby areas) every 20 to 30 minutes for graffiti, trash and suspicious behaviors. Specifically addressing unauthorized drinking activities and/ or illegal smoking within 20ft of any City facility.
- D. The assigned guard(s) must make sure the customer/renter is in compliance

with City Policy.

1. No open bottles of alcohol are on the tables.
 2. No minors are being served.
 3. Alcohol is limited to 6hrs of service time.
 4. Monitor opening & closing of bar areas. making sure alcohol is taken off the premises.
 5. Security Guard must be 21 years of age or older.
- E. The assigned guard must report suspicious behaviors to the Coordinator or on-site supervisor immediately. Guards may directly contact the Fullerton Police Department if there is an abrupt threat of danger/violence. Guards are not expected to become physically involved in any altercation while on duty.
- F. Security guard(s) will work with on-site personnel in a courteous and professional manner.
- G. Security guard(s) shall have prior experience or knowledge on how to manage unwanted loitering.
- H. Security guard(s) will be unarmed at all times. (Including, but not limited to, guns, Tasers and pepper spray.)
- I. Security guard(s) will maintain two-way radio communication with the Coordinator or on-site supervisor at all times when assigned at FCC.
- J. Security guard(s) must check in with the Coordinator or on-site supervisor at a minimum of every 30 to 60 minutes.
- K. Security guards will refrain from any activities which are, or might be distracting from the proper performance of their assigned duties. For example: reading, smoking, socializing, and eating.
- L. Use of a cell phone for anything other than job related purposes is prohibited.
- M. Security guards may not abandon their assigned shifts.

III. Insurance

CONTRACTOR shall procure and maintain throughout the duration of this Agreement, insurance against claims for injuries to persons or damages to Premises which may arise from or in connection with the CONTRACTOR'S operations, occupancy of and use of the leased premises. CONTRACTOR shall provide current evidence of the required insurance in a form acceptable to the CITY and shall provide replacement evidence for any required insurance which expires prior to the completion, expiration or termination of this Agreement.

Nothing in this section shall be construed as limiting in any way, the Indemnification and Hold Harmless clause of the Agreement or the extent to which CONTRACTOR may be held responsible for payments of damages to persons or Premises.

A. Minimum Scope and Limits of Insurance

1. Commercial General Liability Insurance. CONTRACTOR shall maintain commercial general liability insurance coverage in a form at least as broad as ISO Form #CG 001 ED. 11/88, with a limit of not less than \$1,000,000 each occurrence. If such insurance contains a general aggregate limit, it shall apply separately to the Agreement or shall be twice the required occurrence limit.
2. Business Automobile Liability Insurance. CONTRACTOR shall maintain business automobile liability insurance coverage in a form at least as broad as ISO Form # CA 000 T ED. 6/92, with a limit of not less than \$1,000,000 each accident. Such insurance shall include coverage for owned, hired and non-owned automobiles.
3. Workers' Compensation and Employers' Liability Insurance. CONTRACTOR shall maintain workers' compensation insurance as required by the State of California and employers' liability insurance with limits of not less than \$1,000,000 each accident.

B. Deductibles and Self-Insured Retentions

Any deductible or self-insured retention must be declared to and approved by the CITY.

C. Other Insurance Provisions

The required insurance policies shall contain or be endorsed to contain the following provisions:

1. Commercial General Liability and Business Automobile Liability

The CITY, its elected or appointed officials, officers, employees and volunteers are to be covered as insureds with respect to liability arising out of CONTRACTOR's operation or the ownership, occupancy, maintenance or use of the leased premises; or with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the CONTRACTOR. The coverage shall contain no special limitations on the scope of its protection afforded to the CITY, its officials, officers, employees and volunteers.

Commercial General Liability and Business Automobile Liability

This insurance shall be primary insurance as respects the CITY, its officers, employees and volunteers and shall apply separately to each insured against whom a suit is brought or a claim is made. Any insurance or self-insurance maintained by the CITY, its officers, employees and volunteers shall be excess of this insurance and shall not contribute with it.

2. Workers' Compensation and Employers' Liability Insurance

Insurer shall waive their right of subrogation against CITY, its officers, employees and volunteers for work done on behalf of the CITY.

3. All Coverages.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the CITY.

D. Acceptability of Insurers

All required insurance shall be placed with insurers acceptable to the CITY with current BEST'S ratings of no less than B+, Class X. Workers' compensation insurance may be placed with the California State Compensation Insurance Fund. All insurers shall be licensed by or hold admitted status in the State of California. At the sole discretion of the CITY, insurance provided by non-admitted or surplus carriers with a minimum BEST'S rating of no less than A- Class X may be accepted if CONTRACTOR evidences the requisite need to the sole satisfaction of the CITY.

E. Verification of Coverage

CONTRACTOR shall furnish the CITY with certificates of insurance which bear original signatures of authorized agents and which reflect insurers names and addresses, policy numbers, coverage, limits, deductibles and self-insured retentions. Additionally, CONTRACTOR shall furnish certified copies of all policy endorsements required herein. All certificates and endorsements must be received and approved by CITY before CONTRACTOR occupies premises. The CITY reserves the right to require at any time complete, certified copies of any or all required insurance policies and endorsements.

IV. Security Service Providers Personnel and Staffing

Security service providers shall recruit, employ, train, monitor performance and supervise personnel and staff with appropriate qualifications and experience. All personnel providing security services shall be employees of the security service providers (or employees of a staffing agency utilized by the security service provider) and not employees of the CITY.

Security service providers accept full and exclusive liability for all applicable social security, unemployment, worker's compensation, federal, state and local taxes, contributions of insurance, and all employee benefits.

Security service providers shall not employ any person or engage the services of any staff who shall use indecent or profane language or who acts in a loud or boisterous manner at any City facility.

Security service providers' employees shall maintain a consistently high level of service and appearance to meet the needs of FCC, satellite centers, and FPL clients at each and every shift. Employees of security service providers shall be clean, courteous, efficient and properly trained in their respective areas of responsibility. Employees shall be attired in clean and complete uniforms with no holes or rips of any kind at all times.

The CITY is not and shall not be responsible for the personal belongings of any security service providers' employees or subcontractors. All items must be removed at the conclusion of each event.

**ATTACHMENT 2
PROPOSAL QUESTIONS AND REQUIREMENTS**

**RFP for Security Services at
Fullerton Parks & Recreation Facilities
and Fullerton Public Library**

A. COMPANY AND CONTACT INFORMATION

1. Legal name, address, phone number, fax, email and website address of the responding company.
2. Name, title, address, phone, fax and email of the individual who is the primary contact for this proposal.
3. Name of the individual who will have primary operations responsibility of security service operations. Include contact information and description of the individual's background and experience with security management; list responsibilities and number of years with the company.

B. DESCRIPTION OF THE COMPANY

Describe the company's background and history; include legal designation, years of experience, number of employees, and business service methodology particularly as it is related to the City of Fullerton security services opportunity.

C. RELEVANT EXPERIENCE AND REFERENCE

Each respondent must include not more than five (5) references that demonstrate a full range of experience. Each event or facility reference should include: date of service(s) offered, type of event or facility where security services were provided, name and address of client and the total of people in attendance at the event or on average inside the facility. Also include any extraordinary elements of the event/ facility. Reference shall include services which took place within the last 6 months, one (1) year and three (3) years.

D. SECURITY OPERATION

Briefly describe your security program and what you believe will make your company successful at the Parks & Recreation Facilities and FPL. Provide a current price list to include cost per hour per guard. A copy of the company's policies and procedures provided to prospective and current clients should be included.

**CITY OF FULLERTON
SECURITY SERVICES AGREEMENT**

THIS AGREEMENT is made as of October, 2018 ("Effective Date") by and between the City of Fullerton, a California municipal corporation ("City") and Security Company, a [state and type of entity] ("Contractor").

RECITALS

- A. City desires to utilize the services of the Contractor as an independent contractor to provide security services to City as set forth in this Agreement.
- B. Contractor represents that it has the qualifications, expertise, and experience to provide the services.

NOW, THEREFORE, in consideration of performance by the parties of the covenants and conditions herein contained, the parties hereto agree as follows:

I. Contractor's Services.

Contractor shall provide the services described in the City's Request for Proposals ("RFP"), attached hereto as Exhibit "A," and Contractor's Response to City's RFP ("Contractor's Proposal"), attached hereto as Exhibit "B," both incorporated herein by this reference.

- II. Term of Agreement. This Agreement shall commence on the Effective Date and shall continue for a period of two years unless earlier terminated pursuant to the provisions herein. This Agreement may be extended by mutual agreement of both parties, for three (3) one-year terms at the conclusion of the original term. To extend the agreement, Contractor shall provide written notice to the City of its request for extension 60 days prior to the end of the then-current term.

- III. Compensation. Contractor shall be paid in accordance with the fee schedule set forth in Exhibit . Contractor shall be paid within fifteen days of submittal of an invoice to the City.

- IV. Standard of Performance. Contractor shall perform all work at the standard of care and skill ordinarily exercised by members of the profession under similar conditions.

- V. Termination. The City may terminate this Agreement without cause upon 15 days written notice to Contractor. The effective date of termination shall be upon the date specified in the notice of termination, or, in the event no date is specified, upon the 15th day following delivery of the notice. In the event of such termination, City agrees to pay Contractor for services satisfactorily rendered prior to the effective date of termination.

Contractor's failure to perform any of the terms or conditions of this Agreement shall be a breach of this Agreement. Upon written notice by the City of a breach, Contractor shall cure such breach within 24 hours or during the next available opportunity if such breach cannot be cured within 24 hours. In the event that the Contractor fails to timely cure the breach, the City shall have the right, notwithstanding any other provision of this Agreement, to immediately terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled to at law, in equity, or under this Agreement.

- VI. Personnel. Contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under this Agreement. All of the services required under this Agreement will be performed by Contractor or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Contractor reserves the right to determine the assignment of its own employees to the performance of Contractor's services under this Agreement, but City reserves the right, for good cause, to require Contractor to exclude any employee from performing services on City's premises.

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

- VII. Insurance. Contractor shall procure and maintain throughout the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with products, materials or services supplied to the City. Contractor shall provide current evidence of the required insurance in a form acceptable to the City and shall provide replacement evidence for any required insurance which expires prior to the completion, expiration or termination of this Agreement.

Nothing in this section shall be construed as limiting in any way, the Indemnification and Hold Harmless clause contained herein in Section X. or the extent to which Contractor may be held responsible for payments of damages to persons or property.

A. Minimum Scope and Limits of Insurance

1. Commercial General Liability Insurance. Contractor shall maintain commercial general liability insurance coverage in a form at least as broad as ISO Form #CG 00 01, with a limit of not less than \$2,000,000 each occurrence. If such insurance contains a general aggregate limit, it shall apply separately to the Agreement or shall be twice the required occurrence limit.
2. Business Automobile Liability Insurance. Contractor shall maintain business automobile liability insurance coverage in a form at least as broad as ISO Form # CA 00 01, with a limit of not less than \$2,000,000 each accident. Such insurance shall include coverage for owned, hired and non-owned automobiles.
3. Workers' Compensation and Employers' Liability Insurance. Contractor shall maintain workers' compensation insurance as required by the State of California and employers' liability insurance with limits of not less than \$1,000,000 each accident.

B. Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be declared to and approved by the City.

C. Other Insurance Provisions. The required insurance policies shall contain or be endorsed to contain the following provisions:

1. Commercial General Liability. The City, its elected or appointed officials, officers, employees and volunteers are to be covered as additional insureds with respect to liability arising out of products, materials, or services of the Contractor.

In the event that Contractor is providing service to City, such coverage as an additional insured shall not be limited to the period of time during which the Contractor is conducting ongoing operations for the City but rather, shall continue after the completion of such operations. The coverage shall contain no special limitations on the scope of its protection afforded to the City, its officers, employees and volunteers.

2. Commercial General Liability. This insurance shall be primary insurance as respects the CITY, its officers, employees and volunteers and shall apply separately to each insured against whom a suit is brought or a claim is made. Any insurance or self-insurance maintained by the City, its officers, employees and volunteers shall be excess of this insurance and shall not contribute with it.

3. Workers' Compensation and Employers' Liability Insurance. Insurer shall waive their right of subrogation against City, its officers, employees and volunteers for work done on behalf of the City.

4. All Coverages. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. If the Contractor maintains higher limits or has broader coverage than the minimums shown above, the City requires and shall be entitled to all coverage, and to the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

If the Contractor maintains higher limits or has broader coverage than the minimums shown above, the City requires and shall be entitled to all coverage, and to the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

D. Acceptability of Insurers. All required insurance shall be placed with insurers acceptable to the City with current BEST'S ratings of no less than A, Class VII. Workers' compensation insurance may be placed with the California State Compensation Insurance Fund. All insurers shall be licensed by or hold admitted status in the State of California. At the sole discretion of the City, insurance provided by non-admitted or surplus carriers with a minimum BEST'S rating of no less than A- Class X may be accepted if Contractor evidences the requisite need to the sole satisfaction of the City.

- E. Verification of Coverage. Contractor shall furnish the City with certificates of insurance which bear original signatures of authorized agents and which reflect insurers names and addresses, policy numbers, coverage, limits, deductibles and self-insured retentions. Additionally, Contractor shall furnish certified copies of all policy endorsements required herein. All certificates and endorsements must be received and approved by City before work commences or products and materials are delivered. The City reserves the right to require at any time complete, certified copies of any or all required insurance policies and endorsements.

VIII. Non-Discrimination and Equal Employment Opportunity.

- A. Contractor shall not discriminate as to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation, in the performance of its services and duties pursuant to this Agreement, and will comply with all rules and regulations of City relating thereto. Such nondiscrimination shall include but not be limited to the following: employment, upgrading, demotion, transfers, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- B. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor state either that it is an equal opportunity employer or that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation.
- C. Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement except contracts or subcontracts for standard commercial supplies or raw materials.

- IX. Indemnification and Hold Harmless. Contractor agrees to defend, indemnify, hold free and harmless the City, its elected and appointed officials, officers, agents and employees, at Contractor's sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings brought against the City, its elected and appointed 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 and appointed 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.

- X. Assignment. Contractor shall not assign or transfer any interest in this Agreement nor the performance of any of Contractor's obligations hereunder, without the prior written consent of City, and any attempt by Contractor to so assign this Agreement or any rights, duties, or obligations arising hereunder shall be void and of no effect.
- XI. 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.
- XII. Compliance with Laws. Contractor shall comply with all applicable laws, ordinances, codes and regulations of the federal, state, and local governments.
- XIII. Non-Waiver of Terms, Rights and Remedies. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Contractor constitute or be construed as a waiver by City of any breach of covenant, or any default which may then exist on the part of Contractor, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.
- XIV. Attorney's Fees. In the event that either party to this Agreement shall commence any legal or equitable action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover its costs of suit, including reasonable attorney's fees and costs, including costs of expert witnesses and Contractors.
- XV. 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.
- XVI. Electronic Safeguards. Contractor shall identify reasonably foreseeable internal and external risks to the privacy and security of personal information that could result in the unauthorized disclosure, misuse, alteration, destruction or other compromise of the

information. Contractor shall regularly assess the sufficiency of any safeguards and information security awareness training in place to control reasonably foreseeable internal and external risks, and evaluate and adjust those safeguards in light of the assessment.

- XVII. Notices. All notices to this Agreement shall be addressed as set forth below or as either party may hereafter designate by written notice and shall be sent through the US mail, personal delivery or email. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by Email; and c) 72 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.

City
Parks and Recreation Supervisor
City of Fullerton
303 W. Commonwealth Ave.
Fullerton, CA 92833

Contractor

- XVIII. 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 Los Angeles County, California.
- XIX. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be the original, and all of which together shall constitute one and the same instrument.
- XX. 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.
- XXI. 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 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.

- XXII. 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.

- XXIII. Economic Interest Statement. Contractor hereby acknowledges that pursuant to Government Code Section 87300 and the Conflict of Interest Code adopted by City hereunder, Contractor is designated in said Conflict of Interest Code and is therefore required to file an Economic Interest Statement (Form 700) with the City Clerk, for each employee providing advise under this Agreement, prior to the commencement of work, unless waived by the City Manager.

- XXIV. 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 of 1974 (Government Code Section 81000, et seq.) and Government Code Sections 1090-1092. Contractor covenants that none of Contractor's officers or principals have any interest in, or shall acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of the services hereunder, including in any manner in violation of the Political Reform Act. Contractor further covenants that in the

performance of this Agreement, no person having such interest shall be used by Contractor as an officer, employee, agent, or subcontractor. Contractor further covenants that Contractor has not contracted with nor is performing any services, directly or indirectly, with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City and further covenants and agrees that Contractor and/or its subcontractors shall provide no service or enter into any agreement or agreements with a/any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City prior to the completion of the work under this Agreement.

XXV. 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.

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

XXVII. Entire Agreement. This Agreement, and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between Contractor and City. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by the parties which expressly refers to this Agreement. Amendments on behalf of the City will only be valid if signed by the City Manager or the Mayor and attested by the City Clerk.

XXVIII. Exhibits. This AGREEMENT includes the following, which are attached hereto and made a part hereof:

Exhibit A – Request for Proposals for Security Services, RFP #

Exhibit B – Contractor's Response, to the City's Request for Proposals dated , 2018

XXVII. 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.

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.

City of Fullerton,

Hugo Curiel

Date: _____

Director of Parks and Recreation

Judy Booth
Fullerton Public Library Director

Date: _____

Contractor Name,

Name & Title

Date: _____

ATTEST:

APPROVED AS TO FORM:

Lucinda Williams, City Clerk

City Attorney



CITY OF FULLERTON

RFP Security Services Addendum No. 1

Security Services at Fullerton Parks and Recreation Facilities and the Fullerton Public Library

DATE: August 30, 2018

This addendum is being issued to clarify and provide additional information for the for the Security Services RFP:

QUESTIONS

The City will respond to all questions on Monday, September 10, 2018. A list of all questions and the corresponding answers will be posted as an Addendum. The City wants to ensure that all potential proposers have the same specifications and necessary information when they prepare their proposals so no one is inadvertently given an unfair advantage.

All other terms and specifications including the due date and time remain the same as in the original bid package.

END OF ADDENDUM No. 1



CITY OF FULLERTON

RFP Security Services Addendum No. 2

Security Services at Fullerton Parks and Recreation Facilities and the Fullerton Public Library

DATE: August 31, 2018

This addendum is being issued to clarify and provide additional information for the for the Security Services RFP:

1.0 Introduction

In addition to the facilities listed in this section requiring security services. Various park facilities shall be included.

All other terms and specifications including the due date and time remain the same as in the original bid package.

END OF ADDENDUM No. 1



CITY OF FULLERTON

RFP Security Services Addendum No. 3

Security Services at Fullerton Parks and Recreation Facilities and the Fullerton Public Library

RESPONSE TO QUESTIONS

DATE: September 10, 2018

This addendum is being issued to clarify and provide additional information for the for the Security Services RFP:

Response To Questions Received Through September 10, 2018

- 1.) **Is overtime rate lined in the contract?**

No

- 2.) **Is there any minimum wage/pay?**

The City will be paying the potential proposer as an outside contractor. It's up to the company to determine that their rates will cover the minimum wage requirements and meet all of the labor laws and regulations.

- 3.) **Is there any prevailing wage, living wage ordinance, state or local mandated wage, contract specific wage or collective bargaining agreement?**

This type of work doesn't require prevailing wage pay. Please refer to question / answer #2.

- 4.) **Is there a desired page limit for the proposal submission?**

No – page limits stated in RFP

- 5.) **How many weekly/monthly/annually hours are required for this bid?**

Approx. 100 hours per week – based on facility rentals

- 6.) **When was the last contract awarded?**

9/28/2015



CITY OF FULLERTON

RFP Security Services Addendum No. 3

Security Services at Fullerton Parks and Recreation Facilities and the Fullerton Public Library

RESPONSE TO QUESTIONS

- 7.) **Estimated usage (number of hours) of prior contract?**
Approx. 80 hours/week
- 8.) **Are there any additional Security guard services to this contract?**
No
- 9.) **Who is the current incumbent?**
Executive Event Services, LLC for the Library. Command Security for Parks and Recreation facilities
- 10.) **What is the current bill rate? / What was the previous bill rate?**
\$21.50/hr.
- 11.) **Are vehicles required for this bid? If so, how many and what type are needed?**
No
- 12.) **How many vehicles and what types of vehicles is the incumbent using?**
Incumbent is not using vehicles.
- 13.) **Is there any additional equipment required other than what's mentioned in the proposal?**
No
- 14.) **Is there a format for pricing that is desired?**
No. Please be sure to provide an hourly rate.
- 15.) **What was the contract amount spent last year?**
Approx: \$65,000
- 16.) **Please note that the minimum limits for Commercial General Liability Insurance has increased to \$2 million for each occurrence.**

All other terms and specifications including the due date and time remain the same as in the original bid package.

**Exhibit B: EES Security Services Agreement
November 20, 2018**



Submitted by:

Bobby Slater

Vice President

EES Security

22600 Savi Ranch Pkwy

Yorba Linda, CA 92886

Office: 714-283-2766 X102

Fax: 714-616-5473

bslater@eesnation.com

Private Patrol Officer License # 16122

Proposal Due Date: September 17, 2018

“This submittal is for Security Services at Multiple Parks & Recreation Facilities & Fullerton Public Library.”



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September 14, 2018

Dear Brian,

On behalf of EES Security, I would personally like to thank The City of Fullerton for the opportunity to present you with a proposal for security guard services. We are very grateful for the opportunity that we have had to serve the city and the Fullerton library for the past three years.

With our experience and history of managing many other city properties, commercial properties, construction sites, town centers, parks, and many other types of properties our management team knows what goes into the operations and duties of day to day coverage to make a property run as efficiently as possible. We hope the City of Fullerton Library staff has seen over the past three years the emphasis that EES has made on providing personable security guards that value both their post responsibilities and customer service. EES fully understands the value of representing The Fullerton Library & other city properties in a professional and courteous manner on a daily basis throughout the year.

Over the past 30 years, EES has gained an unparalleled reputation for providing the best personalized service in the industry. Our philosophy of striving for continual excellence has given us the opportunity to build strong relationships within the construction, property management, and city management. Each one of our client references will substantiate the fundamental qualities of honesty and moral integrity that are essential to our operating philosophy.

Thank you again for the opportunity and we look forward to continuing to service the security program for the City of Fullerton.

Sincerely,

**Bobby Slater
Vice President
714-402-0385 (cell)
bslater@eesnation.com**

B. Company and Contact Info

1. **Executive Event Services, LLC**
22600 Savi Ranch Pkwy, Suite A35
Yorba Linda, CA 92887
714-283-2766 Office Main
714-616-5473 Fax
bslater@eesnation.com
www.eesnation.com

2. **Primary Proposal Contact**

Bobby Slater
Vice President
22600 Savi Ranch Pkwy, Suite A35
Yorba Linda, CA 92887
714-283-2766 x102 Direct Line
714-616-5473 Fax
714-402-0385 Mobile
bslater@eesnation.com

3. **Primary Operations Contact**

Scott Weber
714-283-2766 x108 Direct Line
714-900-1764 Mobile
sweber@eesnation.com

Background and Experience:

Scott began his career working for EES 6 years ago as an event and patrol guard working for us in the field. As he continued to gain experience and stand out as a hardworking, detail oriented individual, and customer service centered guard, we continued to promote him through our company. The titles that he has held with the company are as follows: Field Security Guard, Assistant Field Patrol Supervisor, Field Patrol Supervisor, and Patrol Training & Scheduling Manager. His current list of responsibilities includes the training and scheduling of our Orange County patrol division. He has a very good knowledge of the Fullerton Library and their staff as he was one of the first guards that we placed at the site back in 2015 before he was promoted.

C. Description of the Company

Company's Background & History

Executive Event Services is a California Limited Liability Corporation that has been in business for over 30 years. Our corporate offices are in Yorba Linda, CA and we have satellite offices in Los Angeles, Commerce, San Bernardino, Monterey, San Diego, and Napa. We currently have over 2,500 active employees here in CA, and over 400 active employees in Orange County alone.

Business Service Methodology

No two security situations are exactly alike. That's why your security services program should be tailored to your needs. Over the past three years we have worked directly with the Fullerton Library staff to build a customized security solution. Some of the keys to our success has been our ability to continually make the necessary adjustments with the schedule, and with the job duties of guards onsite. Due to the ever-changing environment that we are living in and due to different incidences, that have occurred we have been able to tailor the security needs to the patrons in attendance at the library and cater to the staff working at the library.

Being able to combine providing the right staff, training and technology with the responsiveness of our local site management has been the building blocks to our enduring client relationships.

In addition to what we have been able to provide for the library over the past three years, EES would like to offer a customizable daily security tour login system for each City of Fullerton property that will be needing service so that the necessary City of Fullerton personnel will be able to get a daily report of exactly where our staff is and the times that they were there. In addition, this customizable app that we use also integrates all incident reporting and daily activity reports that can be directly emailed to all necessary personnel to ensure we are providing what is being asked of us. This is currently being rolled out companywide for all our clients and we would provide this to the City of Fullerton for no additional costs.

Services Offered

EES Security patrol services are customized to meet your unique needs. Our patrol operations are available 24/7 to provide the continuous safety of your people and property. Our patrol personnel are trained to support you in a variety of ways, including:

- Providing professional response to emergency situations
- Providing safety watch
- Helping to promote a safe workplace environment
- Performing set patrols or random patrol patterns
- Serving as stand-by for water leaks, power outages, special coverage needs
- Conducting vehicle patrols, foot patrols, lock checks, interior and/or exterior checks and parking lot checks
- Offering safe and secure shuttle services for VIP guests or employees
- Providing a presence to detour vandalism and loitering.

Our patrol officers help to deter vandalism, theft and trespassers on your property. Should the need arise, our patrol personnel are trained to coordinate quick notification of local law enforcement.

D. Relevant Experience and Reference

References

- 1. Client Name:** City of Huntington Beach
Client Contact: Brian Seitz, Captain
Date of service: May 2018 - Current
Type of Service provided: Vehicle Car Patrol, City of Huntington Beach Library, & Special Event Security Guards at City Owned Facilities
Client Address: 2000 Main St, Huntington Beach, CA 92648
Client Phone Number: (714) 536-5976
Attendance of Facilities: Attendance at Special Event Facilities for the City of Huntington beach range from 25 – 500+.
Additional Info: EES is currently providing a 12 hour per night/7 days per week car patrol of the entire city of Huntington Beach. This includes many parks, beach bathroom areas, library, main street, and additional areas that we check on each night. We also provide a foot patrol guard for the Main Street Library location during certain hours when they are open. Lastly, we provide event security guards for 6 different city owned facilities that host a multitude of different events such as weddings, corporate events, and parties.
- 2. Client Name:** Turner Construction, Wilshire Grand Hotel Construction Project
Client Contact: Michael Marchesano, Vice President, General Superintendent
Date of service: May 2012 – July 2017
Type of Service provided: Property Site Guard Service
Client Address: 1000 S. Prairie Avenue, Inglewood, California 90301
Client Phone Number: (949) 254-2058
Attendance of Facilities/Details of Project: On a daily basis over the 5 years we provided services, there was between 250-1000 working staff onsite. In addition, to the daily guard service, EES already provided special event security services for multiple special events where there were 3,000+ in attendance and we provided over 125 special event security guards.
- 3. Client Name:** ZVK Corporation, San Diego Commercial Shopping Center
Client Contact: Peter Mellos, Vice President
Date of service: April 2014 – Current
Type of Service provided: Property Site Guard Service
Client Address: 1790 W Washington St, San Diego, CA 92103
Client Phone Number: (858) 775-4246
Attendance of Facilities/Details of Project: Daily over the 4 years we have provided security guard services, there is at least 1,500 people that visit the commercial property each day. There is a small apartment complex onsite that has 12 units, multiple restaurants, a bar that operates 5 days a week, and multiple other business in the center. It is a very busy center where we monitor parking and perform foot patrols to provide a safety presence for patrons in the area.

4. Client Name: Huntington Beach BID

Client Contact: Matt Peterson, BID President

Date of service: July 2018 – Current

Type of Service provided: Downtown/Main Street Security Foot Patrol

Client Address: 315 3rd Street, Suite E, Huntington Beach, CA

Client Phone Number: 714-536-8300

Attendance of Facilities/Details of Project: There is multiple 1,000's of people that are within our foot patrol area on a daily basis. The BID (Business Improvement District) contract EES Security to provide 4 guards, 5 days a week, 8 hours a day to patrol the HB downtown, Main Street, and 5th street area. We work directly the police department there to assist with homeless, interact with patrons, and provide property protection for the area.

5. Client Name: Circa Downtown LA, JAMISON PROPERTIES, INC.

Client Contact: MARGO (HOROWITZ) WEISZ

Date of service: July 2017 – Current

Type of Service provided: Property Protection, Security Foot Patrol, Building Security

Client Address: 1337 S. FLOWER STREET, LOS ANGELES, CA 90015

Client Phone Number: 310.508.9727

Attendance of Facilities/Details of Project: This is multi building project downtown LA across from Staples Center where we provide 8 security guards there 24 hours a day and 7 days a week. Due to the heavy pedestrian traffic of downtown LA, there is often many thousands of people that bypass the building daily.

D. Security Operation

EES Security's sustainable success in the security industry has been directly attributed to our ability to build customized security solutions each individual client. Each of the five projects listed above and including the services we have provided for the Fullerton Library over the past three years are all a very good example of that. Each location and client demand a very different type of guard, post orders, and communication. This will be a very important aspect of developing this new program for the City of Fullerton.

Furthermore, because of our most recent experience of getting a very expansive security program up and running for the City of Huntington Beach, we are very confident in our team's ability to provide the same insight and use that experience to help the City of Fullerton expand their security program.

Lastly, because we have been the preferred vendor for the City of Fullerton Library for the past three years we feel that it will make it a very smooth transition for the City to have EES continue to provide the security services for the city. We will be able to use the many things that we have learned over the past three years at the library and implement those things into the additional facilities.

Pricing Proposal

<u>Guard Grade Level</u>	<u>Client Fee</u>	<u>Employee Pay Rate</u>
Option A	\$22 per/hr	\$13-\$15 per/hr

This option will provide the site with the highest quality of security services. This guard will provide excellent customer service to all patrons at the city facilities and will routinely go above and beyond to keep the site safe and secure.

-DAR & Report Writing Certified
-Drug Tested

-Excellent Communication Skills
-Minimum 3 year's security exp.

-Bilingual options available
-BSIS Guard Card

Here is the list of courses that their training courses has focused on.

- Terrorism Awareness
- Officer Safety
- Arrests, Search, and Seizure
- Observation and Documentation
- Communication and its significance
- Disorderly patron management

Pricing Includes

1. Flat rate pricing for you so that you do not have any overtime costs to worry about.
2. All insurance, work comp, payroll taxes, and payroll services for our employees.
3. Dedicated Account Manager to meet with you on a set basis.
4. Professional Security Guard Uniform.
5. Employee Screening
6. Annual Property Assessment
7. All employee training
8. Daily Activity Reports
9. Guard Tour System (Tracks all guard activity)
10. Administrative Oversight

Holiday Rates Apply for the Following Holidays:

- New Year's Day
- President's Day
- Easter
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Christmas Day

Invoicing Procedures

All invoices will be delivered to the appropriate parties involved on the 1st and the 16th of each month. All work provided from the 1st – 15th will be invoiced on the 16th, and all work provided from the 16th till the end of the month will be invoiced on the 1st of the month. All invoices will be due 15 days after they have been received. This is the current EES policy but is always negotiable depending on our client's A/P departments. Our goal is to have a system that works well for both parties involved.

Last Minute Orders

Due to our history of working with the City of Fullerton, we will not have any additional last-minute order fees associated with this account. In addition, because our corporate offices are less than 15 minutes from many of the City of Fullerton sites, it makes it very easy for our team to mobilize additional resources if the request is ever needed.

Additional Policies and Procedures

All additional policies and procedures will be customized once the full scope of work is developed with all city personnel. We make it a priority to make each sites policies and procedures once we have a fully developed schedule and job duties.

All EES Security Management and Staff thank the City of Fullerton for the opportunity to continue working with the city and your staff. We look forward to the ability to expand this program and customize the security solutions that will best fit the citizens and visitors of the city.

Sincerely,

EES Management

F. Proof of Insurance

Our Policy is currently in renewal as we speak but this will show you our limits of what we have provided for the city in previous years.



EXCEVE-01

IRMAJ

CERTIFICATE OF LIABILITY INSURANCE

DATE (mm/dd/yyyy)
06/12/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0263838
United Agencies
P.O. Box 7488
La Verne, CA 91750-7488

CONTACT Kevin Hardy

Tel: (909) 893-7776 7901

Tel: (909) 893-5477

Email: khardy@hardyirm.com

INSURER(S) AFFORDED COVERAGE

NAIC #

INSURER A: Philadelphia Indemnity Insurance Company 19088

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED

Executive Event Services, LLC
Attn: Jake Mahan, President
22800 Davi Ranch Parkway Ste A
Yorba Linda, CA 92887

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	POLICY NUMBER	POLICY START DATE	POLICY END DATE	LIMITS
<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Errors and Omissions GENERAL AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PER-JECT <input type="checkbox"/> LOC OTHER	PHPK1709438	08/15/2017	08/15/2018	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (E.A. RENTED) MED (2 P. 1000) (N. 1000) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMPOR AGG ASSAULT AND BAT
<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY SO-CALLED AUTOS	PHPK1709438	08/15/2017	08/15/2018	COMBINED SINGLE LIMIT (E.A. RENTED) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per person)
<input checked="" type="checkbox"/> UMBRELLA LMS EXCESS LMS DOD <input checked="" type="checkbox"/> RETENTION \$ 10,000 WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/AGENT EXCLUDED? (If necessary in US) If yes, describe under DESCRIPTION OF OPERATIONS below	PHUB388888	08/15/2017	08/15/2018	EACH OCCURRENCE AGGREGATE PER STATUTE OTH- ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
VC CERT ISSUED BY SBE UNDER SEPARATE ACORD FORM

UMBRELLA EXCESS LIABILITY LIMITS INCREASED EFF. 3-15-2018

CERTIFICATE HOLDER

CANCELLATION

Proof of Insurance Only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/28/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson
12980 Metcalf Ave Suite 500
Overland Park KS 66213

CONTACT NAME: Ontario

PHONE (A/C, No Ext): (800) 284-7540

FAX (A/C, NO): (380) 628-0899

EMAIL ADDRESS: Joany.Perez@tbsdq.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: ACE American Insurance Company

22667

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED

Berrett Business Services, Inc. L/C/F
EXECUTIVE EVENT SERVICES, LLC
22800 BAY RANCH PARKWAY STE A
YORBA LINDA, CA 92687

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL RSR	SUBR WFO	POLICY NUMBER	POLICY EXP (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						EACH OCCURRENCE \$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>						AMED EXP (Any one person) \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$
	POLICY <input type="checkbox"/> PROL <input type="checkbox"/> LOC <input type="checkbox"/>						GENERAL AGGREGATE \$
	AUTOMOBILE LIABILITY						PRODUCTS - COMPOF AGG \$
	ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$
	ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/>						BODILY INJURY (Per person) \$
	HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/>						BODILY INJURY (Per accident) \$
	UMBRELLA LMB <input type="checkbox"/> OCCUR <input type="checkbox"/>						PROPERTY DAMAGE \$
	EXCESS LMB <input type="checkbox"/> OCCUR <input type="checkbox"/>						EACH OCCURRENCE \$
	DED <input type="checkbox"/> RETENTION \$						AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS LIABILITY	Y/N		RWC C84408966	12/01/17	12/01/2018	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHL EA
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	Y	N/A	Covered states: CA			E.L. EACH ACCIDENT \$2,000,000
	(Mandatory in NY) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$2,000,000
							E.L. DISEASE - POLICY LIMIT \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Proof of WC Insurance

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE PWS ICV PROVISIONS

AUTHORIZED REPRESENTATIVE

Authorized Rep

Ben Hester

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ACORD 25 (2010/08)

The ACORD name and logo are registered marks of ACORD.

G. EES CA State PPO License



Bureau of Security and Investigative Services
P.O. Box 989002
West Sacramento, CA 95798-9002
(916) 322-4000

PRIVATE PATROL OPERATOR

License No. PPO18122

Valid Until: 08/30/2020

Receipt No. 3328

**EXECUTIVE EVENT SERVICES
22600 SAVI RANCH PKWY STE 230
YORBA LINDA, CA 92887**

In accordance with the provisions of
Division 3, Chapter 11.5 of the Business
and Professions Code, the company
named herein is issued a Private Patrol
Operator License Renewal.

----- NON-TRANSFERABLE ----- POST IN PUBLIC VIEW -----

WPFPPO 102915

**CITY OF FULLERTON
AMENDMENT NUMBER ONE TO PROFESSIONAL SERVICES AGREEMENT
WITH
EXECUTIVE EVENT SERVICES**

THIS AMENDMENT NUMBER ONE ("Amendment") to the Professional Services Agreement is made and entered on this 21 day of October, 2020, by and between the CITY OF FULLERTON ("City"), and EXECUTIVE EVENT SERVICES OR EES ("Consultant").

RECITALS

A. On November 20, 2018, the City and Consultant entered into a Professional Services Agreement ("Agreement") for Consultant to provide security services at certain facilities.

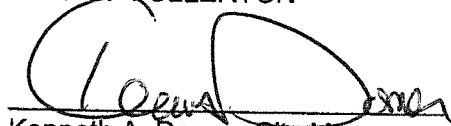
B. Due to the need to respond to the COVID-19 state of emergency, the City and Consultant desire to amend certain terms and provisions of the Agreement as set forth in this Amendment.

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

1. Section 1.1 of the Agreement, Scope of Services, is amended to include the Additional Services set forth in Exhibit "A" attached to this Amendment.
2. Section 2.1 of the Agreement, Compensation, is amended to include compensation for the Additional Services in accordance with the fee schedule set forth in Exhibit "A".
3. The effective date of this Amendment is March 1, 2020.
4. Except as set forth in this Amendment, all terms and provisions of the Agreement shall remain in full force and effect.

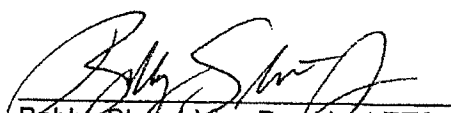
IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by and through their respective authorized officers.

CITY OF FULLERTON


Kenneth A. Damer, City Manager

Date: 11-2-2020

EXECUTIVE EVENT SERVICES


Bobby Slater, Vice President EES

Date: 10/27/2020

APPROVAL AS TO FORM

A handwritten signature in black ink, appearing to read 'R. Jones', is written over a horizontal line.

Richard D. Jones. City Attorney

EXHIBIT A
ADDITIONAL SERVICES AND COMPENSATION

ADDITIONAL SERVICES

To expand the list of facilities at which security services may be required to support City needs for additional precautionary and safety measures to ensure public health and safety. Services to be conducted by the Consultant relating to security services are to facilitate compliance with public health guidance and social distancing.

Fullerton City Hall: 303 West Commonwealth Avenue. Fullerton. CA 92832

Fullerton Public Library: 353 West Commonwealth Avenue. Fullerton. CA 92832

As well as other facilities wherein a public need presents itself which necessitates additional security to ensure compliance with health and safety guidelines.

TERMS

The Consultant is qualified under OIG-CA-20-025 Category (n) Public Health Expenses.

The term of services provided by the Consultant are from March 1, 2020 and shall continue through December 30, 2020 or through any additional timeframe if additional federal guidance and funding is provided. This service timeframe is to ensure compliance with OMB-CA-20-025 and US Treasury guidance for use of Coronavirus Relief Fund or other Federal support and allocations.

The services conducted within Amendment 1 shall comply with Uniform Guidance 2 C.F.R. Part 200, 2 C.F.R. § 200.303 regarding internal controls, and 2 C.F.R. §§ 200.300 through 200.332 regarding subrecipient monitoring and management, as well as subpart F regarding audit requirements.

COMPENSATION

Consultant shall be compensated under the terms of the Security Services Agreement.

**CITY OF FULLERTON
AMENDMENT NUMBER TWO TO PROFESSIONAL SERVICES AGREEMENT
WITH
EXECUTIVE EVENT SERVICES**

THIS AMENDMENT NUMBER TWO ("Amendment") to the Professional Services Agreement is made and entered on this 20th day of January, 2021, by and between the CITY OF FULLERTON ("City"), and EXECUTIVE EVENT SERVICES or EES ("Consultant").

RECITALS

A. On November 20, 2018, the City and Consultant entered into a Professional Services Agreement ("Agreement") for Consultant to provide security services at certain facilities. On October 27, 2020, the City and Consultant amended this agreement to include additional services at additional locations due to the onset of the COVID-19 pandemic.

B. Consultant requests that due to the minimum wage increases mandated by the State rates be adjusted.

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

1. Section II of the Agreement, "Term of Agreement", is amended as follows: The current term of the Agreement is extended through December 31, 2021. Thereafter, this Agreement may be extended by mutual agreement of both parties, for two (2) additional one (1) year terms.

2. Section III of the Agreement, "Compensation," is amended as follows: Contractor shall be paid \$23.25 per hour and \$34.88 per hour for holidays. Consultant shall submit invoices to the City for approval on a monthly basis. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) 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.

3. Except as set forth in this Amendment, all terms and provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by and through their respective authorized officers.

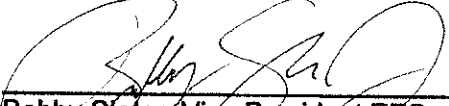
CITY OF FULLERTON



Kenneth A. Domer, City Manager

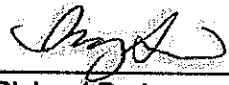
Date: 2-2-21

EXECUTIVE EVENT SERVICES


Bobby Slater, Vice President EES

Date: 2/3/2021

APPROVED AS TO FORM

 for
Richard D. Jones, City Attorney

Date: _____



CITY OF FULLERTON

Parks and Recreation Department

December 21, 2021

EES Security
22600 Savi Ranch Pkwy, Suite A35
Yorba Linda, CA 92887
Attn: Bobby Slater, Vice President

Subject: Request for Extension of City of Fullerton Security Services Agreement

Dear Mr. Slater:

The City of Fullerton would like to extend the Security Services Agreement. The initial term of this agreement ended on November 20, 2020. As outlined in Section II. Term of Agreement, the agreement may be extended, by mutual agreement, for three additional 1-year terms. Based on the satisfactory execution of services from your company, the City with your mutual agreement would like to extend the agreement for the second of the additional 1-year terms through November 20, 2022.

If you have any questions or objections, please contact me at (714) 738-5335 or by email at rveloz@cityoffullerton.com. Thank you for your consideration of this request.

Thank you,

A handwritten signature in blue ink, appearing to read "Ricardo Veloz".

Ricardo Veloz
Parks & Recreation Supervisor

12/21/21
Date

A handwritten signature in black ink, appearing to read "Bobby Slater".

Bobby Slater, Vice President
Executive Event Service

12/21/21
Date

THE FULLERTON COMMUNITY CENTER

340 West Commonwealth Avenue, Fullerton, California 92832-1775
(714) 738-6575 • Fax (714) 738-6335 • Web Site: www.ci.fullerton.ca.us

**CITY OF FULLERTON
AMENDMENT NUMBER THREE TO PROFESSIONAL SERVICES AGREEMENT
WITH
EXECUTIVE EVENT SERVICES**

THIS AMENDMENT NUMBER THREE TO PROFESSIONAL SERVICES AGREEMENT ("Amendment") is made and entered into this 21st day of June, 2022 ("Effective Date"), by and between the CITY OF FULLERTON, a California municipal corporation ("City"), and EXECUTIVE EVENT SERVICES, LLC, a California limited liability company ("Contractor").

RECITALS

A. On November 20, 2018, the City and Contractor entered into a Professional Services Agreement for Contractor to provide security services at certain City facilities ("Agreement").

B. The Agreement provides for an initial term of two (2) years, with the option for the City and Contractor to extend the term for up to three (3) additional one (1) year periods by mutual agreement of the parties.

C. The City and Contractor amended the Agreement to include additional services at additional locations due to the onset of the COVID-19 pandemic through Amendment Number One to the Agreement.

D. The City and Contractor amended the Agreement to adjust Contractor's compensation due to minimum wage increases mandated by the State and extended the term of the Agreement through December 31, 2021 through Amendment Number Two to the Agreement.

E. On December 21, 2021, the City and Contractor agreed to extend the term through November 20, 2022.

F. Due to economic conditions, Contractor has requested rate increases, effective July 1, 2022.

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

1. Section III of the Agreement, "Compensation," is amended to read as follows:

A. Compensation. Contractor shall be paid as follows:

1. For the period commencing July 1, 2022 and ending November 20, 2022, City agrees to pay Contractor at the following rates:
 - a. Regular Rate: \$25.25 per hour
 - b. Holiday Rate: \$37.88 per hour
2. If City and Contractor agree to extend the term of the Agreement through November 20, 2023, City agrees to pay Contractor as follows during such extension period:
 - a. For the period commencing November 21, 2022 and ending December 31, 2022, Contractor shall be paid at the following rates:
 - i. Regular Rate: \$25.25 per hour
 - ii. Holiday Rate: \$37.88 per hour

- b. For the period commencing January 1, 2023 and ending November 20, 2023, Contractor shall be paid at the following rates:
- i. Regular Rate: \$26.75 per hour
 - ii. Holiday Rate: \$40.13 per hour

B. 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 Manager or designee, 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.

C. Method of Billing. Contractor may submit invoices to the City for approval on a progress basis, but no more often than two times per month. Each invoice shall be based on the total of all Contractor's services which have been completed to the City's sole satisfaction. City shall pay Contractor's invoice within forty-five (45) days from the date City receives an invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Contractor shall identify any additional services approved in writing by an authorized City representative and performed pursuant to this Agreement as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

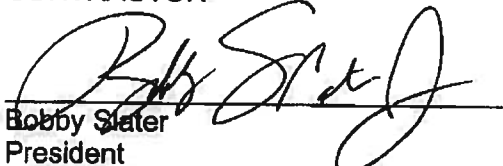
2. All terms not defined herein shall have the same meaning and use as set forth in the Agreement.

3. All other terms, conditions, and provisions of the Agreement not in conflict with this Amendment shall remain in full force and effect.

4. This Amendment 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.

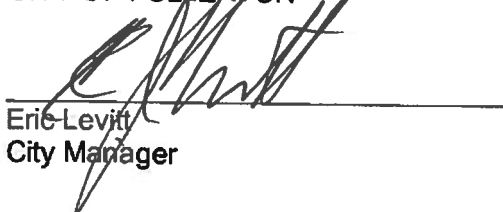
IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by and through their respective authorized officers.

CONTRACTOR


Bobby Slater
President

Date: 6/9/2022

CITY OF FULLERTON


Eric Levitt
City Manager

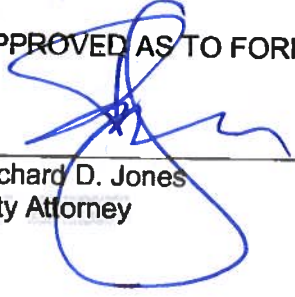
Date: 7/24/22

ATTEST:



Lucinda Williams
City Clerk

APPROVED AS TO FORM:



Richard D. Jones
City Attorney