

AGREEMENT

CITY OF SIGNAL HILL

AGREEMENT FOR PROFESSIONAL JAIL, PARKING, AND SECURITY SERVICES WITH UNIVERSAL PROTECTION SERVICE, LP DBA ALLIED UNIVERSAL PROTECTION SERVICES

1. PARTIES AND DATE

This Agreement for Professional Jail, Parking, and Security Services ("Agreement") is made and entered into this ninth day of June, 2026 by and between the City of Signal Hill, a municipal corporation organized under the laws of the State of California with its principal place of business at 2175 Cherry Avenue Signal Hill, CA 90755 ("City") and Universal Protection Service, LP DBA Allied Universal Protection Services, an LLC, with its principal place of business at 450 Exchange Irvine CA 92602 ("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

2. RECITALS

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain professional Jail, Parking, and Security services required by City on the terms and conditions set forth in this Agreement. Contractor represents that it is properly certified/licensed and experienced in providing professional Jail, Parking, and Security services to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project.

City desires to engage Contractor to render such services for the Allied Universal project ("Project") as set forth in this Agreement.

2.3 Incorporation of Documents.

If applicable, this Agreement includes and hereby incorporates in full by reference the following documents, including all exhibits, drawings, specifications and documents therein, and attachments and addenda thereto: Notice Inviting Proposals, Request for Proposals, and Contractor's Proposal.

3. TERMS

3.1 Scope of Services and Term.

(a) General Scope of Services. Contractor promises and agrees to furnish to City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional services as more particularly described in Exhibit "A" attached hereto and incorporated herein by reference (collectively "Services"). . All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

(b) Term. The term of this Agreement shall be for a period of one year from July 1, 2026 to July 1, 2027, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than two additional two-year terms.***] In addition, and at City's sole discretion, the term may be extended administratively by up to 180 calendar days with the approval of the City's City Manager.

3.2 Responsibilities of Contractor.

(a) Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee of City. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Neither City, or any of its officials, officers, directors, employees or agents shall have control over the conduct of Contractor or any of Contractor's officers, employees or agents, except as set forth in this Agreement. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

(b) Schedule of Services/Time for Performance.

(i) Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Contractor represents that it has the skilled personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, City shall respond to Contractor's submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

(ii) Neither City nor Contractor shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing Party. For purposes of this Agreement, such circumstances include a Force Majeure Event. A Force Majeure Event shall mean an event that materially affects a Party's performance and is one or more of the following: (1) Acts of God or other natural disasters; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the services); (4) strikes and other organized labor action occurring at the site and the effects thereof on the services, only to the extent such strikes and other organized labor action are beyond the control of Contractor and its subcontractors, and to the extent the effects thereof cannot be avoided by use of replacement workers; and (5) pandemics, epidemics or quarantine restrictions. For purposes of this section, "orders of

governmental authorities,” includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of a public agency applicable to the services and Agreement. Should a Force Majeure Event occur, the non-performing Party shall, within a reasonable time of being prevented from performing, give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Force Majeure Events and/or delays, regardless of the Party responsible for the delay, shall not entitle Contractor to any additional compensation. Notwithstanding the foregoing in this section, the City may still terminate this Agreement in accordance with the termination provisions of this Agreement.

(c) Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City.

(d) Substitution of Key Personnel. Contractor has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Contractor may substitute other personnel of at least equal competence and experience upon written approval of City. In the event that City and Contractor cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to City, or who are determined by City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by Contractor at the request of City. The key personnel for performance of this Agreement are as follows: Christopher Rike, Director of Operations and David Luu, General Manager.

(e) City's Representative. City hereby designates Police Chief Brad Kenneally, or his or her designee, to act as its representative for the performance of this Agreement (“City's Representative”). City's Representative shall have the power to act on behalf of City for all purposes under this Agreement. Contractor shall not accept direction or orders from any person other than City's Representative or his or her designee.

(f) Contractor's Representative. Contractor hereby designates Steve Clayton, President of the southwest region, or his or her designee, to act as its representative for the performance of this Agreement (“Contractor's Representative”). Contractor's Representative shall have full authority to represent and act on behalf of Contractor for all purposes under this Agreement. Contractor's Representative shall supervise and direct the Services, using his or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

(g) Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, contractors and other staff at all reasonable times.

(h) Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professional contractors in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits,

qualifications and approvals of whatever nature that are legally required to perform the Services, including any required business license, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from City, any services necessary to correct errors or omissions which are caused by Contractor's failure to comply with the standard of care provided for herein, and shall be fully responsible to City for all damages and other liabilities provided for in the indemnification provisions of this Agreement arising from the Contractor's errors and omissions.. Any employee of Contractor or its subcontractors who is determined by City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to City, shall be promptly removed from the Project by Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

(i) Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to City, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold City, its officials, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

(j) Labor

(i) Prevailing Wage. Contractor is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

(ii) Registration. If the Services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor and all subcontractors performing such Services must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Project and require the same of any subcontractors, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and

1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

(iii) Compliance Monitoring. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Services, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay and shall not be compensable by the City. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

(iv) Acknowledgment of Employment Relationship. Contractor shall provide each of its employees who it assigns to provide the Services with a copy of the "ACKNOWLEDGMENT OF EMPLOYMENT RELATIONSHIP" attached hereto as Exhibit D ("Acknowledgment"). Each employee who provides the Services must execute the Acknowledgment before Contractor may permit the employee to provide Services for City. Contractor shall provide a copy of each executed Acknowledgment to City upon City's request.

(v) Labor Code Compliance: Audit Rights. City shall have the right to audit Contractor's compliance with this Agreement and California Labor laws with respect to Contractor's personnel, including, but not limited to, Contractor's compliance with Sections 3.2.1, 3.2.10, and 3.6. Upon City's request, Contractor shall provide within five (5) business days documents sufficient to demonstrate its compliance with this Agreement including, but not limited to, W4s, itemized wage statements, employee handbooks, and time cards for any of Contractor's personnel who provide the Services.

(k) Insurance.

(i) Time for Compliance. Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives, employees or subcontractors. Contractor shall not commence work under this Agreement until it has provided evidence satisfactory to City that it has secured all insurance required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to City that the subcontractor has secured all insurance required under this section.

(ii) Types of Required Coverages. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder and without limiting the indemnity provisions of the Agreement, Contractor in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement, the following policies of insurance:

- (1) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as the latest version of the Insurance Services Office "occurrence" form CG 0001, with limits of \$5,000,000 per occurrence and \$10,000,000 aggregate, for bodily injury, personal injury, and

property damage. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions limiting coverage for (1) products and completed operations; (2) contractual liability; (3) third party action over claims; or (4) cross liability exclusion for claims or suits by one insured against another. **No exclusions permitted for assault & battery, or abuse/molestation.**

- (2) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as the latest version of Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1) covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned, or rented vehicles, in an amount of \$2,000,000 combined single limit for each accident.
- (3) Workers' Compensation and Employer's Liability: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of \$1,000,000 per accident for bodily injury and disease.
- (4) Professional Liability (Errors & Omissions) Insurance. Contractor shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the amount of \$2,000,000 per claim and in the aggregate. Must cover jail operations, supervision, negligent hiring/training, and failure to monitor. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and Contractor agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.
- (5) Umbrella Or Excess Liability Insurance. Contractor shall obtain and maintain an umbrella liability insurance policy with limits of \$5,000,000 that will provide bodily injury, personal injury, and property damage liability coverage, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:
 - A drop-down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason, other than bankruptcy or insolvency of said primary insurer;
 - "Pay on behalf of" wording as opposed to "reimbursement";
 - Concurrency of effective dates with primary policies.

Contractor's excess liability or umbrella policy shall be excess over commercial general liability, automobile liability, and employer's liability policies. Such policy or policies shall include wording that the excess liability policy follows the terms and conditions of the underlying policies.

- (6) Fidelity Bond coverage or Commercial Crime insurance: Contractor shall maintain Fidelity Bond coverage or Commercial Crime insurance which shall be written on a "loss sustained form" or "discovery form" with limits of \$1,000,000 per occurrence for Employee Dishonesty, Fraud, Depositor Forgery, Money Orders & Counterfeit money, Fraudulent Fund Transfers, and

Theft by Electronic Means. Said policy shall also include coverage for Money & Securities – On and Off Premises – including transportation by messenger, Fraudulent Instruction, Robbery and Burglary with limits of \$100,000 per occurrence. The City of Signal Hill, its officers, employees, and agents shall be named as Loss Payees. If the policy is written on a “discovery form,” it must include an extended reporting period of not less than one (1) year.

- (7) Cyber Security and Privacy Liability insurance. With limits of \$1,000,000 per occurrence/loss, \$2,000,000 general aggregate. If coverage is maintained on a claims-made basis, the Contractor shall maintain such coverage for an additional three (3) years following the termination of the contract.

(iii) Endorsements.

- (1) The policy or policies of insurance required by Section 3.2.(k)(ii), (1) Commercial General Liability, (2) Automobile Liability Insurance, (6) Fidelity Bond coverage or Commercial Crime and (7) Contractor's Cyber Security and Privacy Liability shall be endorsed to provide the following:
- a. Additional Insured: City, its officials, officers, employees and agents shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. Endorsements shall be issued on a combination of ISO CG 20 10 or exact equivalents. Additional Insured Endorsements shall not (1) be restricted to “ongoing operations”; (2) exclude “contractual liability”; (3) restrict coverage to “sole” liability of Contractor; or (4) contain any other exclusions contrary to the Agreement.
 - b. Primary Insurance and Non-Contributing Insurance: This insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees and agents shall not contribute with this primary insurance.
 - c. Severability: In the event of one insured, whether named or additional, incurs liability to any other of the insureds, whether named or additional, the policy shall cover the insured against whom claim is or may be made in the same manner as if separate policies had been issued to each insured, except that the limits of insurance shall not be increased thereby.
 - d. Cancellation: The policy shall not be canceled or the coverage suspended, voided, reduced or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon City except ten (10) days prior written notice shall be allowed for non-payment of premium.
 - e. Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the City, its officials, officers, employees and agents.
 - f. Duties: Any failure by the named insured to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officials, officers, employees and agents.

- g. Applicability: That the coverage provided therein shall apply to the obligations assumed by Contractor under the indemnity provisions of the Agreement, unless the policy or policies contain a blanket form of contractual liability coverage.

(2) The policy or policies of insurance required by Section 3.2(k)(ii)(4), Workers' Compensation shall be endorsed, as follows:

- a. Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the City, its officials, officers, employees and agents.
- b. Cancellation: Contractor agrees to oblige its insurance agent or broker and insurers to provide the City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage. If any of the Contractor's insurers are unwilling to provide such notice, then Contractor shall have the responsibility of notifying the City immediately in the event of Contractor's failure to renew any of the required insurance coverages or insurer's cancellation or non-renewal.

(iv) Deductible. Any deductible or self-insured retention must be approved in writing by City and shall protect the City, its officials, officers, employees and agents in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

(v) Evidence of Insurance. Contractor, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates and endorsements on forms approved by City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with City. If such coverage is cancelled or reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

(vi) Failure to Maintain Coverage. Contractor agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to City. City shall have the right to

withhold any payment due Contractor until Contractor has fully complied with the insurance provisions of this Agreement.

In the event that Contractor's operations are suspended for failure to maintain required insurance coverage, Contractor shall not be entitled to an extension of time for completion of the work because of production lost during suspension.

(vii) Acceptability of Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

(viii) Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for 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.

(ix) Insurance for Subcontractors. Contractor shall be responsible for causing subcontractors to purchase the appropriate insurance in compliance with the terms of this Agreement, including adding City as an Additional Insured to the subcontractor's policies.

(x) Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.3 Fees and Payments.

(a) Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed SIX HUNDRED NINETY-TWO THOUSAND FOUR HUNDRED AND FIFTEEN DOLLARS \$692,415 without written approval of City manager. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

(b) Payment of Compensation. Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within forty-five (45) days of receiving such statement, review the statement and pay all approved charges thereon.

(c) Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

(d) Extra Work. At any time during the term of this Agreement, City may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.4 Accounting Records.

(a) Maintenance and Inspection. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred and fees charged under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.5 General Provisions.

(a) Termination of Agreement.

(i) Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been fully and adequately rendered to City through the effective date of the termination, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

(ii) Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and Data, as defined below, and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

(iii) Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

(b) Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Contractor:

450 Exchange
Irvine CA 92602
Attn: Steve Clayton

City:

City of Signal Hill
2175 Cherry Avenue
Signal Hill, CA 90755
Attn: Police Chief Brad Kenneally

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

(c) Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

(d) Attorneys' Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and all costs of such action.

(e) Indemnification. By entering into this Agreement, Contractor agrees to assume all risk and liability arising out of the performances of the Services, the Project, or this Agreement, as further detailed below. Contractor's assumption of risk and duties to defend, indemnify, and hold harmless outlined in this Section 3.5(e) include any risk and liability arising from utilizing City property to perform the Services, the Project, or this Agreement and Contractor agrees to assume all risk and liability arising from its utilization of City property. To the fullest extent permitted by law, Contractor shall defend (with counsel of City's choosing), indemnify and hold City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged negligent acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, subconsultants and subcontractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all damages, attorneys' fees and other related costs and expenses. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received

by City or its officials, officers, employees, agents or volunteers. This Section 3.5(e) shall survive any expiration or termination of this Agreement.

(f) Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be supplemented, amended or modified by a writing signed by both Parties.

(g) Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Los Angeles County.

(h) Time of Essence. Time is of the essence for each and every provision of this Agreement.

(i) City's Right to Employ Other Contractors. City reserves the right to employ other Contractors in connection with this Project.

(j) Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

(k) Assignment or Transfer. Contractor shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

(l) Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

(m) Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

(n) Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

(o) No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

(p) Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

(q) Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

(r) Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Contractor shall also comply with all relevant provisions of any minority business enterprise program, affirmative action plan or other related programs or guidelines currently in effect or hereinafter enacted.

(s) Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

(t) Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

(u) Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

(v) Employment Adverse to City. Contractor shall notify City, and shall obtain City's written consent, prior to accepting work to assist with or participate in a third-party lawsuit or other legal or administrative proceeding against City during the term of this Agreement.

(w) Conflict of Employment. Employment by Contractor of personnel currently on the payroll of City shall not be permitted in the performance of this Agreement, even though such employment may occur outside of the employee's regular working hours or on weekends, holidays or vacation time. Further, the employment by Contractor of personnel who have been on City's payroll within one year prior to the date of execution of this Agreement, where this employment is caused by and or dependent upon Contractor securing this or related Agreements with City, is prohibited.

(x) Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification and confidentiality obligations, and the obligations related to receipt of subpoenas or court orders, shall survive any such expiration or termination.

3.6 Independent Contractors and Subcontracting

(a) Use of Contractors. Contractor is aware of statutory and case law regarding classification of workers as independent contractors, including California Labor Code Section 2750.3 and Dynamex Operations West, Inc. v. Superior Court, 4 Cal. 5th 903 (2018). To ensure that Contractor is in compliance with the California Labor Code, Contractor shall only utilize its employees to provide the Services. Contractor may not provide the services through any independent contractor, subcontractor or subconsultant (“Subcontractor(s)”) unless approved by the City as set forth in Section 3.6.2 below. Contractor represents and warrants that all personnel who perform the Services on Contractor’s behalf are Contractor’s employees, and that Contractor complies with all applicable laws, rules and regulations governing its employees, including, but not limited to, the California Labor Code, Unemployment Insurance Code and all applicable Industrial Welfare Commission Wage Orders.

(b) Prior Approval Required. Contractor shall not use any Subcontractor to provide the Services, or any portion of the work required by this Agreement, without prior written approval of City. In the event that City authorizes Contractor to use a Subcontractor, Contractor shall enter into a written agreement with the Subcontractor, which must include all applicable provisions of the Agreement, including a restriction on the Subcontractor’s use of further independent contractors, subcontractors or subconsultants without the City’s prior written consent.

Signatures on following page

SIGNATURE PAGE TO AGREEMENT FOR
PROFESSIONAL SERVICES BETWEEN
THE CITY OF SIGNAL HILL AND ALLIED
UNIVERSAL

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed
on the day and year first above written.

CITY OF SIGNAL HILL

ALLIED UNIVERSAL

By: _____
Mayor or City Manager

By: _____
Steve Clayton, President
Southwest Region

ATTEST:

By: _____
Christopher Bailey, Region Vice
President

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
Best Best & Krieger LLP City
Attorney

EXHIBIT "A"

SCOPE OF SERVICES

Contractor shall be responsible for the provision of all services considered under each of the three scopes of work below and in the manner set forth herein, collectively the "Services". The Contractor shall ensure assigned personnel are trained in all three areas and able to provide any services requested at any time throughout the durations of any shift(s) and/or the Term of the Agreement.

I. Contractor shall provide park security services ("Services ") and equipment as follows:

- A.** One (1) Armed Security Officer seven (7) nights a week, four (4) hours per night (specific hours to be determined by the City Police Department) for Hill Top Park. Hill Top Park security will consist of periodic patrol checks of the Hill Top Park area, or other parks as assigned, for violations of Signal Hill Municipal Code and State regulations.
- B.** One (1) Armed Security Officer four (4) nights a week, four (4) per night (specific hours to be determined by City Police Department), 16 hours per week. Park patrol security will consist of periodic patrol checks for all City parks for violations of Signal Hill Municipal Code and State regulations.
- C.** Two (2) marked security vehicles with light bar for high visibility.
- D.** Two (2) hand held radio for each Officer.
- E.** Two (2) Smart Cell Phones
- F.** All uniforms and security equipment as needed.
- G.** 24/7 hour patrol officer assistance as needed.
- H.** 24/7 hour dispatch center access.

II. Contractor shall abide by the following minimum standards:

A. Service Standards:

- 1. All personnel assigned by the contractor to perform work for the Signal Hill Police Department shall be a minimum of 21 years of age, must be physically capable of performing all duties as assigned, and must present a professional appearance acceptable to the Department. All assigned personnel must have a current, State - issued guard card and California_ State Driver's License.
- 2. Security Guard(s) shall perform their duties in an efficient, conscientious manner, and shall be courteous and helpful to all persons. Discourtesy, rudeness, or the use of profanity will not be tolerated and shall be grounds for immediate removal of the offending employee.
- 3. Primary responsibilities of Security Guard(s) are observing and reporting. In addition, Security Guards are intended to serve as a visual and physical deterrent to crime. Security Guard(s) are to respond to calls for assistance, and are to call for Police or other emergency response as circumstances warrant. Security Guards will be required to inform the Signal Hill Police

Department of all activity via a daily log.

4. Security Guard(s) are intended to be the eyes and ears of the Signal Hill Police Department and ambassadors of goodwill to all citizens.
5. All incidents, suspicious or unusual, shall be reported to the appropriate authorities and documented by written incident reports or logs. Reports that are criminal in nature (i.e. burglary, robbery) shall be referred to the Signal Hill Police Department for documentation purposes. Each shift is responsible for documentation of calls for support and suspicious or unusual activities and incidents, and any other statistical data as required by the Signal Hill Police Department. The contract security company shall provide a daily activity log in a form approved by the Police Department.
6. Security Guard(s) shall have a standard uniform provided by the security company and approved by the Signal Hill Police Department. Uniforms must be cleaned and pressed daily. No rips or tears shall be allowed. Uniforms must fit properly. The Police Department specifically reserves the right to remove any individual due to unsatisfactory appearance.
7. Security company shall provide Guard(s) with cellular phones and two way radios.
8. Contracted security company shall have vehicle(s) that are approved by the Signal Hill Police Department. Vehicle(s) are to be in good working order and appearance. Vehicle (s) must have current registration. Proof of insurance shall be provided for each vehicle used. At a minimum, patrol vehicle will have an amber light installed on its roof. Vehicles must be clearly marked as a security patrol vehicle with Company's name and /or logo.
9. Signal Hill Police Department staff shall have direct access to a manager or shift supervisor, on duty, 24 -hours a day, seven -days per week. Contract security company shall provide phone numbers to Police Department staff.
10. Contract security company supervisor shall train, counsel, inspect and evaluate Security Guard(s). The Contract security company supervisor shall make frequent unscheduled inspections of personnel.
11. Security Guard(s) shall receive training from contract security company's trainers until they are proficient in the performance of their duties.
12. Signal Hill Police Department staff shall communicate with and work through contract security company's managers and shift supervisors for any service needed.

B. Contractor Personnel Requirements

1. Contractor Security Service. Contractor, at the Contractor's own expense, shall provide and furnish all labor, equipment, vehicle, and supplies for the assigned Security Guards for their performance of security services as specified. Contractor shall supply the Police Department with security service personnel who are properly trained, qualified and certified, and who meet the minimum requirements and qualifications called for in the contract. The costs for said labor; equipment, vehicles and supplies are included in the hourly fees charged by the Contractor for the various services.
2. Package of Minimum Qualifications. Contractor shall maintain personnel files. Files shall consist of a package of documents for each assigned Security Guard consisting of minimum qualifications and includes medical record, social security number, military services, arrest records, and previous employment. Contractor shall provide the Police Chief or his designee with written certification that each Guard assigned to the City conforms to all City's requirements and standards specified in the Request for Proposal.
3. Minimum Entry Requirements. All security personnel must have a high school diploma and/or GED equivalent.
4. Physical Examination. Any Security Guard assigned to work under the terms of this Contract shall be in good general health without physical defects or abnormalities, which could interfere with the performance of assigned duties. Security Guards must be fully capable of performing all duties requiring moderate to arduous physical exertion under either normal conditions and/or in emergency situations.
5. Criminal Background Check. Contractor shall complete a criminal background check of all Security Guards, and Operations Manager prior to assignment under the contract, and prior to assigning Security Guard to a City facility, site, and /or post. Thereafter, Contractor shall conduct an annual check, or as deemed necessary for security reasons. The criminal background check shall be for felony, misdemeanor and traffic . violations in all United States or countries that the individual has resided in the last five (5) years. Any Security Guard found failing to divulge a felony or misdemeanor conviction should not be assigned to the City's security services contract. All costs of these checks shall be at the Contractor's expense.

Security Guards /Guards and Operations Managers who have been involved in any of the following will not be accepted nor assigned to City security service:

- a. Felony Conviction
- b. Violent Misdemeanor Conviction
- c. Sex Crime Conviction
- d. Military discharge other than honorable
- e. Pattern of irresponsible behavior including, but not limited to, unreasonable driving or employment record (absenteeism, equipment

abuse, disciplinary problems, insubordination)

Verification for above violations, military conduct, and crime will be done through California Department of Justice, DMV, and/or FBI.

6. Licenses. The contractor shall secure or maintain in force during the period covered by any contract resulting from this specification all licenses and permits required by law for the operation of their business, including a Signal Hill Business License.
7. Literacy. All Security Guards shall have the ability to read, write, speak and understand English in and as set forth in regulations, written orders, instructions, and training instructions. Be able to prepare and compose reports, which convey complete information and are presentable for management and/or potential litigation review.

C. Regulations Regarding Weapon Safety

1. Firearms

- a. One (1) handgun may be carried by assigned security Guards if they are properly licensed by the California Bureau of Consumer Affairs Bureau of Security and Investigative Services to do so. If carried, firearms shall be carried only in a typical police -type outward display or manner and in a typical police -type leather, outward waist - worn holster and in a holster which secures the weapon.
- b. No additional handgun shall be carried on person or in vehicle.
- c. No shotgun or other long -gun shall be carried on person or in vehicle.

2. Training in use of the Firearm

- a. Contractor shall ensure its security Guard personnel are trained on how to use and shoot the firearm by a State of California certified instructor.
- b. Written records of this training shall be kept updated and maintained by Contractor at all times throughout the term of this Agreement.

3. When to Unholster and When to Use the Firearm

- a. Contractor shall ensure its security Guard personnel are trained on when to unholster the firearm and when to use it by a State of California certified qualified instructor.
- b. Written records of this training shall be kept updated and maintained by Contractor at all times throughout the term of this Agreement.

4. Baton

- a. Contractor shall observe safeguards regarding the use of the batons at any and all work sites.

- b. The security Guard will have satisfactorily completed a course of instruction certified by the Department of Consumer Affairs Bureau of Security and Investigative Services Permit, in the carrying and use of the baton by a bureau - certified baton instructor.
5. Conduct. Contractor's Security Guards will be working in City parks, and as such, they must be polite, courteous, helpful, and interested in serving the public well. Professional standards are expected at all times while on a City post. The Police Chief's designated representative will routinely conduct surprise inspections to ensure the quality of contract Guards assigned to City parks. If it is determined that assigned Guards do not meet standards of courtesy, ethics, appearance, alertness, and preparedness, they will be removed from post immediately at the expense of the Contractor.
6. Soliciting. Soliciting by the Contractor and its Security Guards is prohibited on City premises. The Contractor shall inform Security Guards of this policy prior to commencing work under this Contract.
7. Personal Appearance.
 - a. Hair Standards: Security Guards shall keep their hair neat, clean, and well groomed.
 - Males shall keep their hair properly trimmed. The hair shall be at least moderately tapered, shall not extend below the top of the shirt collar nor cover any portion of the ear, and shall not interfere with the proper wearing of the uniform hat.
 - Females shall arrange their hair so that it does not extend below the bottom edge of the collar, nor interfere with vision in any way.
 - b. Sideburns: Sideburns shall not extend beyond a point even with the bottom of the ear lobe and shall extend in a clean- shaven, horizontal line. The flare (terminal portion of the sideburn) shall not exceed the width of the main portion of the sideburn by more than one fourth of the un -flared width. The sideburn shall be trimmed and neat in appearance.
 - c. Mustaches: A short and neatly trimmed mustache of natural color may be worn.
 - d. Beards: Security Guards shall be clean- shaven when reporting for duty. Security Guards with a medical condition, which precludes the security Guard shaving, shall be assigned duties requiring the least possible public exposure.
 - e. Fingernails: Security Guards' nails shall not extend more than ¼ inch from the tip of the finger or interfere in any way in the performance of the primary duties /task or with safe drawing of the firearm. Security Guards wearing fingernail polish shall use a conservative shade, without decals or ornamentation, and shall not detract from uniform appearance.

- f. Identification: the Contractor shall furnish identification insignia badges, shoulder patches, and nameplate.

D. Contractor Supervision Requirements

1. Operations Manager. The Contractor will assign an Operations Manager to ensure the required field supervision and training to the Security Guards under his/her supervision during the performance of their duties as required by the contract. The Operations Manager need not be present at all times but should ensure that Security Guards assigned to the City are well trained and effective in carrying out their assigned duties. This person will be the liaison to the City.
2. The Operations Manager shall become the City's primary contact person and be available as needed for the administration and effective functioning of the requested security services required in the Contract. Police Department staff will have direct access to a manager or shift supervisor, on duty, 24 -hours a day, seven days per week. Contract security company will provide phone numbers to Police Department staff.

E. Contractor Training Requirements

1. Security Guards: The Security Guards shall be trained in security services. The Security Guard should have in their possession the required permits, as listed in the License section of this Contract, during working hours and be properly licensed.
2. Operations Manager: shall be trained in security services, guard personnel supervision and patrolling procedures of all assigned City facilities /sites and locations, and be properly licensed.
3. Contractor shall maintain a training record for each Security Guard assigned to the City. The training record shall show, as a minimum, the employee's name, date of employment, and the different types of training provided. Such records shall be made available to the Police Chief or his designee upon his request. The Police Chief or his designee may, from time -to -time, monitor the conduct of such training.

F. Equipment

1. Cell Phones. The Contractor shall furnish its Security Guards with cell phones and two-way hand held radios.
2. Related Equipment and Supplies. Contractor shall provide each security Guard with flashlights, pens, pencils, contractor forms, and other related supplies and equipment necessary to perform their duties.
3. Vehicles and Drivers. Contract shall have vehicles that are approved by the Signal Hill Police Department and comply with the following:
 - a. Be clearly marked as a security patrol vehicle on the front, back, and both sides with the Contractor's company name and /or logo.

- b. Be equipped with emergency lighting systems, in accordance with the California Vehicle Code for Security Guard vehicles, emergency road flares, and first aid kit.
- c. Be cleaned and well - maintained in safe operating condition.
- d. Contractor will maintain vehicle maintenance and inspection records for all vehicles used to provide security services to the Signal Hill Police Department, vehicles must also be properly licensed with current registration, and insured in accordance with State law.

III. Contractor shall provide Jail services (“Services”) and equipment as follows:

The City of Signal Hill Jail will be operating as a temporary holding facility governed by Title 15 of the California State Code. The jail has two cell blocks, which can house a total of thirteen prisoners, and one sobering cell used to house prisoners who are under the influence of drugs and/or alcohol.

Contractor shall provide services of a qualified security and staffing company to provide custody officer staffing support for the City’s jail facility. It is expressly understood that the City, through the Police Department, will retain complete operational control and management of the jail facility.. **The Contractor shall operate in compliance with all applicable California jail regulations, including Title 15, Title 24, BSCC Minimum Standards for Temporary Holding Facilities, and all Signal Hill Police Department Jail Policies and Manuals.**

Contractor is strictly limited to providing staffing services under the City's direction and control. At a minimum, these tasks shall include:

Staffing Support:

- 1) Provide qualified custody officers to support the jail facility according to the staffing structure and scheduling requirements described below. Contractor shall provide the following minimum staffing positions:
 - One (1) Account Manager to act as the Contractor’s primary liaison with the City.
 - One (1) Post Commander/Supervisor with a minimum of three (3) years of supervisory experience in a Type I or similar jail; Supervisor must respond to any incidents in the jail, complaints, or any incident that would require a Supervisor response. Supervisor should be available 24/7 for SHPD staff questions, concerns, and/or requests.
 - Two (2) unarmed Custody Officers trained to Title 15 standards to support 24/7/365 operations.
 - Minimum on-duty staffing of two (2) unarmed custody officers at all times, with gender-balanced staffing whenever feasible.
 - An additional trained custody officer available for callout within two (1) hour to cover absences or emergencies.

Ensure all custody officers meet or exceed the minimum qualifications set by the California Board of State and Community Corrections and any additional requirements set by the City, to include: All

custody officers must undergo and pass the following prior to assignment:

Ensure all custody officers meet or exceed the minimum qualifications set by the California Board of State and Community Corrections and any additional requirements set by the City, to include: All custody officers must undergo and pass the following prior to assignment:

- Seven (7) year employer review and history revealing meaningful employment.
- Education verification (High School Diploma or GED minimum)
- Drug screening test(pre-employment and ongoing random testing)
- Reference checks. Two (2) or more reference checks
- Forty (40) hours of Contractor's professional training.
- A "MMPI" psychological test. Psychological evaluation consistent with Title 15 standards
- DMV driving record review demonstrating safe driving criteria
- Full criminal history background check and Live Scan clearance
- Credit check demonstrating financial responsibility

Jail Operational Support:

The Contractor shall perform all jail functions in accordance with Signal Hill Police Department policies, including but not limited to:

- 1) Assist with inmate booking procedures, including searching, fingerprinting, photographing, inmate property documentation and storage, as directed by jail facility staff.
- 2) Evaluate prisoners for criteria relating to admittance to the jail facility, segregation of prisoners, need for medical attention, and providing meals (as needed).
- 3) Support inmate releases and transfers under jail facility staff supervision.
- 4) Perform regular security checks and maintain order within the facility per City-established protocols.
- 5) Assist in emergency response procedures (fire, medical, disturbance within the jail facility under jail facility staff direction.
- 6) Maintain accurate records and logs of all jail activities as required by the City.
- 7) Security checks at intervals compliant with Title 15
- 8) Suicide prevention protocols
- 9) Inmate medical screening questionnaire and refusal/clearance procedures
- 10) Inmate classification and segregation
- 11) Use-of-force reporting and documentation
- 12) Maintenance of inmate logs, reports, and required BSCC documentation
- 13) Transport of inmates to designated agencies or courts
- 14) Sanitation and facility cleanliness consistent with health and safety requirements
- 15) Maintain appropriate staffing levels as directed by the City to ensure the safety and security of inmates, staff, and visitors.

Training and Compliance:

All custody officers must complete:

- Provide 25 hours of initial training covering jail operations, emergency procedures, and ongoing training to all custody officers as required by California Penal Code Section 831, which includes “Court and Temporary Holding Facility Training” in compliance with the California Minimum Jail Standards, California Code of Regulations, Title 15, section 1024. Title 15/24 required training within six (6) months of assignment
- Ensure all custody officers are certified in an American Red Cross First Aid Course and CPR, suicide prevention, emergency response, narcosis administration, and legal updates, including regular recertification as required by State and City jail standards.
- Ensure compliance with all relevant laws, regulations, and standards governing jail operations as directed by the City.
- Adhere to all City-implemented policies and procedures.
- CLETS Security Awareness certification

Transportation Services:

- 1) Provide trained personnel to transport inmates to and from court appearances, Long Beach Police Department Jail, Los Angeles County Jail IRC, Orange County Jail IRC as necessary.
- 2) Ensure all transportation staff are properly trained in inmate transport procedures and safety protocols.
- 3) Maintain and operate appropriate vehicles for inmate transportation, if required. Such vehicles will be equipped with cameras and will maintain a chain of custody for video filming, uploading, and storage.
- 4) Coordinate with the City and court schedules to ensure timely transportation of inmates for court appearances.

Administrative Support:

- 1) Provide scheduling of custody officers in accordance with City-determined needs.
- 2) Handle payroll and human resources functions for custody officers.
- 3) Maintain all necessary certifications and licenses for custody officers.

Reporting and Communication:

- 1) Provide regular reports to the Police Department on staffing levels and any incidents as required by the City.
- 2) Maintain open lines of communication with Police Department leadership.
- 3) Participate in periodic meetings with City and Police Department staff to discuss operations and address concerns.
- 4) **All incidents involving use of force, medical issues, attempted self-harm, or inmate injury must be reported immediately to the on-duty PD Watch Commander.**
- 5) **Contractor will ensure all documentation regarding any use of force, medical issues, attempted self-harm, or inmate injury is completed as soon as practical and in accordance with City policies.**
- 6) **Daily activity logs shall be submitted electronically to PD Jail Supervisors.**
- 7) Maintain accurate records and logs **as required under Title 15, Title 24, BSCC standards, and PD policies.**

Quality Assurance:

- 1) Implement and maintain a quality assurance program to ensure high service standards in line with City expectations.
- 2) Assess, conduct and document regular performance evaluations of custody officers.
- 3) Address any issues or complaints promptly and effectively with City leadership.
- 4)

IV. Contractor shall provide Parking Enforcement services (“Services”) and equipment as follows:

- Patrols assigned routes to enforce parking, street sweeping, and related traffic ordinances.
- Issues notices of violation¹ of statutes of the State of California and ordinances of the City of Signal Hill pertaining to parking of vehicles, including parking in restricted time zones, vehicles parked in handicapped stalls without appropriate permit, vehicles parked in an unsafe or illegal manner such as blocking driveways or double-parking.
- Travels with street-sweeping equipment and cites vehicles parked in violation of posted street sweeping and other parking signs and restricted zones.
- Reports damaged or inoperative parking meters, traffic signals, signs and markings.
- Deals courteously and tactfully with the public.
- May appear in court to testify against parking violators.
- Reports damaged or inoperative parking meters, traffic signals, signs and markings.
- Deals courteously and tactfully with the public.
- May appear in court to testify against parking violators.

EXHIBIT "B"
SCHEDULE OF SERVICES

RESERVED

EXHIBIT "C"
COMPENSATION

Signal Hill Custody and Parking Enforcement Services
Rate Card and Total Spend - Year 1

<u>Site</u>	<u>Post</u>	<u>HPW</u>	<u>Bill Rate</u>	<u>Holiday / OT Rate</u>	<u>Monthly Cost</u>	<u>Annual Cost</u>
Signal Hill Jail	Unarmed Officers (2)	336	\$32.21	\$48.32	\$46,897.76	\$562,773.12
Sub-Total		336			\$46,897.76	\$562,773.12
<u>Direct Bills (Estimate)</u>						<u>Annual Cost</u>
Holiday Premium					\$602.70	\$7,232.40
Vehicle					\$1,841.00	\$22,092.00
Sub-Total					\$2,443.70	\$29,324.40
Sub-Total					\$49,341.46	\$592,097.52
Grand Total					\$49,341.46	\$592,097.52

Signal Hill Park Patrol and Parking Enforcement
Rate Card and Total Spend - Year 1

<u>Site</u>	<u>HPW</u>	<u>Bill Rate</u>	<u>OT Rate</u>	<u>Monthly Cost</u>	<u>Annual Cost</u>
Signal Hill Park Patrol and Parking Enforcement 1 armed officer 8 hours per night	56	\$34.45	\$51.68	\$8,359.87	\$100,318.40
Grand Total				\$8,359.87	\$100,318.40

EXHIBIT "D"

[USE ONLY IF CONTRACTOR'S EMPLOYEES WILL BE WORKING OUT OF CITY OFFICES AND/OR USING CITY RESOURCES – ANYTIME THE WORKING RELATIONSHIP COULD ARGUABLY BE CONFUSED TO SUGGEST THAT THE CONTRACTOR'S EMPLOYEES ARE ACTUALLY CITY EMPLOYEES – DELETE THIS NOTE IF EXHIBIT USED; DELETE THIS EXHIBIT IF IT IS INAPPLICABLE]

ACKNOWLEDGMENT OF EMPLOYMENT RELATIONSHIP

Universal Protection Services, LP DBA Allied Universal Protection Services ("AU") provides Jail, Parking, and Security services for its public agency clients. One of AU's clients is the City of Signal Hill ("City"). AU and the City are parties to a Professional Services Agreement ("Agreement"), pursuant to which AU provides a variety of services to the City as called for in the Agreement ("Services").

In connection with AU's performance of the Agreement, it assigns its employees to provide the Services. Because AU has assigned you as one of its employees who will provide the Services, which may include working out of the City's offices or utilizing the City's resources, it is important that you understand that you are an employee of AU, and not an employee of the City.

By signing below, you acknowledge and agree to the following:

- You are an employee of AU. AU will set your working days and hours, set your assignments (which may be with entities other than City), evaluate your performance, handle disciplinary matters, pay your wages, and provide any required or offered benefits.
- You are not an employee of the City. The City does not set your working days or hours, evaluate your performance, handle disciplinary matters, pay your wages, or provide any benefits of any kind.
- By providing the Services on behalf of AU, neither you or the City intend to create an employment relationship as between you and the City.
- The City may provide general instructions to you regarding the results or objectives it wants achieved in connection with the Services. However, only AU may instruct you on the manner or means by which you provide such Services.
- If you believe the City is attempting to control the manner or means by which you provide the Services, or otherwise exercise control over you beyond the setting of objectives, goals or deadlines, you must immediately notify AU.

Signature: _____

Print: _____

Date: _____

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