REQUEST FOR PROPOSALS FOR SECURITY SERVICES AT THE MARINA AND SAN LEANDRO SENIOR COMMUNITY CENTERS

RFP NO. 58213

RFP Issue Date:
February 14, 2020

Proposal Submittal Due Date:
March 12, 2020 at 5:00pm

Purchasing Office, San Leandro City Hall,
835 East 14th Street, San Leandro, CA 94577

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REQUEST FOR PROPOSALS FOR SECURITY SERVICES AT THE MARINA AND SAN LEANDRO SENIOR COMMUNITY CENTERS

The City of San Leandro desires to solicit qualified proposals for security services for facility rentals at the Marina and San Leandro Senior Community Centers.

I. INTRODUCTION

This Request for Proposal (RFP) is issued by the City of San Leandro (CITY) for proposals from qualified Security Guard Services suppliers (CONTRACTOR) capable of delivering security services for various facility rentals at CITY'S community centers. The CONTRACTOR selected by CITY will have significant expertise in the areas necessary to meet the needs and requirements set forth in this RFP.

II. BACKGROUND

The City of San Leandro utilizes a security company to provide services for the Marina and San Leandro Senior Community Centers since 2014. Facility reservations are booked at least one month in advance and up to one year, to the day. Security services is a renter requirement for all bookings in the Titan Auditorium at the Marina Community Center (MCC) and Main Hall at the San Leandro Senior Community Center (SCC). The contracted security company provides two security guards to patrol and monitor guests at the SCC's Main Hall and MCC's Titan Auditorium during private facility rentals. Service can span Monday - Sunday, anywhere between 8:00am - 11:00pm, at a four-hour minimum. Security guards are present from the start of the social event through clean-up.

During the 2018-2019 fiscal year, the Titan Auditorium at the MCC took in 305 reservations, generating a revenue of $233,533.50; the Main Hall at the SCC hosted 688 social events requiring security and brought in $547,385.50 in reservation fees. Funding for this program is part of the City's budget and reservation hosts pay security fees by the rate of $60 per hour, incorporated into the reservation fees.

The goal of the contracted security company is to deliver quality security services to both community centers, including being on-time, providing proper customer service, appropriate patron patrol, and assisting with enforcing facility rules and regulations. Security guards accepts ongoing feedback from reservation hosts regarding the satisfaction of service. Facility staff also communicates with security guards regularly to ensure proper service and thorough communication.

III. PROJECT OVERVIEW AND OBJECTIVES

The Adopted Budget of $33,607 will be available for the Security Services Agreement during the fiscal year.

Approximate Funds Available by Service and Funding Source
Base Program:

1. Security services at the Marina and San Leandro Senior Community Centers
    - Including (2) security guards staffed at a time, for social events taking place in the Marina Community Center's Titan Auditorium and San Leandro Senior Community Center's Main Hall.

The Agreement provides for a 12-month timeframe, from July 1, 2020 – June 30, 2021.

The continuation and extent of services provided under the Agreement is contingent upon the receipt of, and actual amount of, funds received by the CITY. In the event that these funds are not available for use in the manner provided by the Agreement, the Agreement shall become null and void.

IV. SCOPE OF SERVICES

The information below describes the most current status of the security services for social events at the recreational facilities. Depending on the funds available, and the cost of service, these parameters may be expanded or reduced. It is the desire of the CITY to maximize the level of service that can be provided for the fixed funds available.

The Security Services Agreement includes:

A. MARINA COMMUNITY CENTER (MCC)
The Marina Community Center consists of (1) Titan Auditorium requiring security services for social events.

B. SAN LEANDRO SENIOR COMMUNITY CENTER (SCC)
The San Leandro Senior Community Center consists of (1) Main Hall requiring security services for social events.

Service Area:	MCC and SCC
Days of Operation:	Monday - Sunday
Hours of Operation:	8:00am - 11:00pm
Holidays:	Service does not operate on approximately 6 City holidays per 6-month agreement duration
Eligibility:	Requirement for social events in the Titan Auditorium and Main Hall
Reservations:	Booking due 30 days in advance
Fare:	$60 per hour
Capacity:	2 uniformed officers per event
Available Funding:	City Adopted Budget item

Contractor will provide event security services on an as need basis at the MCC and SCC during paid rental events. Contractor shall provide two security officers during each hour of requested service. Service requests will be made on a monthly basis and amendments to requests will be made as applicable. Contractor is responsible for reporting to Recreation and Human Services staff and Facilities Supervisor during hours of service. Contractor shall ensure all security staff are properly trained and briefed prior to assuming role on property.

Expectations of security guards include:

- Ability to provide a full spectrum of services.
- Sign-in with facility staff and establish contact with the event host throughout the event.
- Monitor all entrances and exits, making sure they are clear of furniture, stereo equipment, or other obstructions including crowds.
- Regulate alcohol use and consumption. Hard alcohol is never allowed. Beer and wine are allowed and must be kept in the room of the event. Alcoholic beverages are not allowed in public spaces such as hallways, patios, restrooms, and parking lots.
- Enforce room capacity.
- Monitor guests for suspicious or unsafe behavior and unsupervised children.
- Regularly patrol the facility.
- Make sure fire lanes are clear.
- Remain professional at all times. No smoking, sleeping, reading, horseplay, or use of cell phones, mp3 players, or other electronic devices when on duty.

Contractor shall provide all management, training, supervision, materials, supplies, equipment for the security staff and shall plan, schedule, coordinate, and assure effective and professional performance of all services as described.

C. CURRENT OPERATIONAL STATISTICS

Number of Facility Reservations during the 2018-19 fiscal year

- Approximately 305 social events at the Marina Community Center (MCC)
- Approximately 688 social events at the San Leandro Senior Community Center (SCC)

Service Area

- MCC – 15301 Wicks Boulevard, San Leandro, CA 94579
- SCC – 13909 East 14th Street, San Leandro, CA 94578

Service Days

- 7 days per week, Monday through Sunday
- Approximately 6 holiday (non-service) days per 6-month period

- Actual days of operation could change based on demand

Hours of Operation
- Security Services: Between 8:00am - 11:00pm

Approximate Billable Hours (Based on 2018-19 fiscal year)
- Security Services: 800 per 12-month period

Productivity – Average Number of Rentals/Weekend
It is the goal of the facilities program to maintain or increase the current level of reservations thus increasing security services.
- Security Service: Current = 2 officers/rental, Goal = 3+ rentals/weekend

FY 2018-19 Facility Reservation Revenue:
- MCC and SCC: $780,919.00 from 993 rentals

D. ADJUSTMENTS TO SERVICE

The CITY and the CONTRACTOR may develop other service components or make adjustments to the service as needs are identified and as resources allow. The CITY expects to work closely with the CONTRACTOR on such modifications in order to provide efficient and responsive service. No operational changes that affect scheduling, hours of operation, response time or any other characteristic of the service can be made by the CONTRACTOR without the prior written approval of the CITY.

IMPORTANT: Facility security is an evolving service and the CONTRACTOR must be flexible and willing to problem solve to modify the service to meet demand and maximize safety during facility rentals.

E. SERVICE STANDARDS

Service Productivity
The CONTRACTOR is responsible for the quality and efficiency of the services. The CONTRACTOR must provide services in a manner that will maximize productivity and customer service while minimizing expense to the CITY. Service productivity will be measured as the number of social events per 1-year period.

Service	**Productivity – Social Events Per 12-month Agreement Period**
Security Services	993

F. OVERVIEW OF RESPONSIBILITIES

Responsibilities of the CITY

The CITY's responsibilities include, but are not limited to:

- Oversight of the operating contract.
- Service marketing, including the design, printing and distribution of service brochures and marketing materials.
- Establishment of service goals, objectives, policies and standards.
- Establishment of security service fees.
- Eligibility certification.
- Disseminating upcoming facility rental schedules.
- Establishment, approval and revision of schedules and scheduling parameters.

Responsibilities of the CONTRACTOR

The CONTRACTOR's responsibilities include, but are not limited to:

- Hiring, training, testing and supervision of all security services staff.
- Provide two uniformed security officers per social event at the recreational facilities.
- Service monitoring, complaint investigation and officer supervision.
- Maintain daily records of all completed services.
- Preparation of monthly management reports according to CITY requirements.
- Contractor shall submit invoices, not more often than once a month during the term of the Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date.

G. CUSTOMER SERVICE

The CONTRACTOR will provide staff coverage during the hours of scheduled security services to provide support, dispatch, record customer comments and complaints, and provide general information. These can be shared staff positions with responsibilities for other services operated by the CONTRACTOR.

H. COMPUTER AND TELEPHONE SYSTEM

The CONTRACTOR will maintain a telephone system, Internet access with an e-mail address, and a FAX capability to facilitate communication between the CONTRACTOR and the CITY. The CONTRACTOR'S computer system must be capable of communicating with the CITY'S computers to receive timely and accurate billing and program correspondence.

The CONTRACTOR must dedicate enough staff to ensure that calls are answered promptly. A separate telephone line or other means of communication must also be available for communication between the CONTRACTOR and CITY staff in order to respond to emergency situations during service hours.

If the communication center is located outside the local San Leandro exchange, the CONTRACTOR will be responsible for a local phone number for the security service.

The CONTRACTOR will be responsible to provide a central dispatch communication system capable of high quality voice communication with all facilities utilizing the security service.

I. STAFFING

The CONTRACTOR will be solely responsible for the hiring, firing and supervision of all employees utilized to carry out the services provided under this AGREEMENT. CONTRACTOR is solely responsible for the satisfactory work performance of all its employees and for payment of all its employees. CONTRACTOR shall hold harmless the CITY of San Leandro from any liability, damages, claims, costs and expenses of any nature arising from all violations of its personnel practices. The CONTRACTOR must comply with applicable local, state and federal employment laws. The CONTRACTOR must maintain an up-to-date personnel roster that will be made available to the CITY upon request. The CONTRACTOR must remove any personnel assigned, for cause, if requested by the CITY.

The CONTRACTOR will submit a staffing plan and the resume of the proposed Security Services Manager to the CITY for prior approval. For shared staff time, sufficient time must be allocated to the San Leandro security service to meet specified coverage requirements and to ensure the management and operation of a cost effective service.

Security Services Manager

The Security Services Manager should have a minimum of three years of experience in security service management. The CONTRACTOR must notify the CITY immediately if the Security Services Manager is replaced. Should a replacement be necessary, the CONTRACTOR must identify a qualified interim Security Services Manager who will serve until such time that the Security Services Manager is permanently replaced. The CONTRACTOR must replace the Security Services Manager, at the CITY's request when there is cause, upon 30 days' notice.

The CITY expects that the Security Services Manager will have sufficient time dedicated to the agreed service to ensure quality control, the resolution of service problems and incidents, and be available to CITY staff to review performance and resolve issues.

Shift Supervision

The CITY expects that supervision staff will have sufficient time available to respond to on-the-job incidents and accidents, monitor security guard performance, investigate complaints, provide ongoing guard training and monitor schedule adherence.

Security Guards

CONTRACTOR will provide <u>two dedicated security guards</u> to each social event the Marina and San Leandro Senior Community Centers host. Regularly assigned guards or trained back-up guards must be available daily to ensure consistent and reliable service.

Before hiring or assigning a security guard, the CONTRACTOR will have completed a criminal background check on the individual. This check will be conducted through a commercially available service for Alameda County. No person who has been convicted of any felony or a misdemeanor for a crime against a person (including but not limited to murder, attempted murder, assault, sexual assault, or battery) shall be assigned to service or deliver service under this contract. As used in this paragraph, "convicted" includes a jury verdict, a determination of guilt after a trial by judge, a guilty plea or a plea of nolo contendere or no contest. The CONTRACTOR, to the best of their knowledge, will notify the CITY of any such charges brought after a guard is employed. If the CITY desires a national or FBI background check, CONTRACTOR will submit fingerprint cards to CITY police department, who will conduct the background check.

Security guards must have a valid California driver's license, as well as any other licenses or certifications required by applicable federal, state or local regulations. The CONTRACTOR must also comply with the requirements of the Drug Free Work Place Act of 1988 and U.S. Department of Transportation drug testing regulations to the extent they are legally enforceable. Security guards are expected to observe all federal, state and local regulations and ordinances governing the safe operation of a public facility.

Security guards must be licensed for a minimum of three (3) years; be able to read, write, speak, and understand English.

Prior to final assignment, all guards must participate in and successfully complete the standardized security guard orientation and training course administered by the CONTRACTOR.

Security guards shall be required by the CONTRACTOR to wear uniforms and identification badges that are approved by the CITY. Guards will at all times maintain proper grooming and personal hygiene. All security guards must have accurate timepieces available at all times during facility reservations.

If required by the reservation host, security guards will provide assistance between facility staff and guests.

Security guards will maintain constant communication with facility staff. Guards will follow directions on their manifests and directions from the service dispatchers regarding changes to manifests. Security guards will report all accidents and incidents to CONTRACTOR, in a timely fashion.

J. STAFF TRAINING

The CITY believes that well trained, friendly, problem solving, customer service oriented staff are key to the success of the Facility Reservation Program.

The CONTRACTOR will be responsible for the development and delivery of a thorough training and upgrading program for all CONTRACTOR staff. Training curriculum and protocols, including all updates will be subject to final approval and amendment by the CITY.

The scope of training for CONTRACTOR staff assigned to facility rentals will include, but not be limited to, good customer relations and basic customer service philosophy, an understanding of facility operating procedures and service policies, other services offered through the CITY facility reservation program, data recording, and management reporting requirements as well as specific job responsibilities and procedures.

Security guards must be fully trained in security techniques and patron handling and in the special skills required to provide security services to all facility reservation guests and hosts.

The CONTRACTOR must verify to the CITY, upon request, that all security guards have received and passed the training required in this Agreement. The CONTRACTOR shall notify the CITY of any action taken against a security guard based on his/her record.

K. DRUG TESTING

The CONTRACTOR will be responsible to comply with all requirements of the Federal requirements regarding the testing of safety sensitive employees for drug and alcohol use. Complete compliance includes, but is not limited to, the adoption of required policies, implementation of a random testing program, employee training, record keeping and reporting. The CONTRACTOR will maintain a file documenting full compliance and the CITY shall reserve the right to access this file and audit CONTRACTOR compliance. The cost of compliance is the responsibility of the CONTRACTOR.

L. EMERGENCY, ACCIDENT, INCIDENT AND COMPLAINT REPORTING

The CONTRACTOR is required to have an accident and emergency notification program that keeps the CITY notified of accidents or emergencies and the progress of claims that will assure the CITY that claims are promptly and fairly handled. At minimum, all emergencies and accidents, both vehicular and non-vehicular, and any injury of any degree to program participants must be reported orally to the CITY as soon as the situation is stabilized, but no later than 24 hours after the occurrence of the incident. All oral reports must be followed by a written report within 48 hours of the initial report. The CONTRACTOR assumes all liability for accidents, worker compensation claims, etc., including defined costs, and damages arising from the performance of this AGREEMENT.

The CONTRACTOR shall report all in-service incidents involving property damage or personal injury accidents, illegal or threatening actions, and unacceptable customer and/or staff behavior to the CITY immediately upon knowledge of the situation.

The CONTRACTOR will be responsible for the investigation of all complaints received directly from the public or referred by the CITY. All complaint investigations will begin within one (1) weekday of receipt. The customer must be contacted within 48 hours and final resolution reported to the City within 7 days of the initial complaint. Complaints involving alleged abuse, theft, and similar activities will be investigated immediately upon knowledge of the allegation. In these situations, the CITY will be notified immediately of the issues and investigative action.

The CONTRACTOR will be responsible for the design and production of complaint investigation report forms (final design is subject to CITY approval), for the maintenance of a complaint log and the submission of a monthly complaint status summary report.

M. DATA COLLECTION AND REPORTING

The CONTRACTOR will collect and maintain all operating and performance data required by the CITY. All reports and/or background data will be certified by the CONTRACTOR to be accurate.

The CONTRACTOR shall collect and maintain completed daily guard manifests and logs. These will provide the base data for the monthly and annual performance and operating reports, reservation fee reconciliation, and monthly CONTRACTOR billings.

The CONTRACTOR will maintain a set of completed, readable guard manifests and logs for a period of three (3) years, and upon request be made available to the CITY for planning and auditing purposes.

CONTRACTOR shall submit monthly reports to the CITY. CONTRACTOR shall have the ability to transmit statistical reports via e-mail in a format that allows CITY to manipulate data as needed for reporting and operational purposes.

The CONTRACTOR will maintain information and report to the CITY on a monthly basis, any unacceptable trends that affect service productivity or on-time performance.

N. CASH HANDLING AND REPORTING

The CITY maintains the right to audit the CONTRACTOR'S financial records.

V. PROPOSAL REQUIREMENTS

Successful proposals shall include the following information:

ORGANIZATION: YEARS IN BUSINESS:

BUSINESS ADDRESS:

CITY/STATE/ZIP:

MAILING ADDRESS:

CITY/STATE/ZIP:

PHONE:

FAX:

E-MAIL

CONTACT NAME & TITLE:

Proposal Checklist – The following information must be provided in your proposal:

1. _____Qualifications & Experience
2. _____Client Reference List
3. _____Organization Chart & Staffing Plan
4. _____Subcontractors
5. _____Scheduling System
6. _____Service Monitoring Procedures
7. _____Complaint Procedures
8. _____Safety and Training Program
9. _____Cost Proposal

Signature of Authorized Representative:

_____ _____

Name and Title Date

_____ _____

Telephone Number E-Mail

1. QUALIFICATIONS AND EXPERIENCE

Describe your experience and qualifications for this project. Include details on past and/or current contracts for security services (type of service provided, size of contract, number of officers provided for events on an annual basis, etc.).

2. CLIENT REFERENCE LIST

The Client List should include clients for which similar services are provided, if possible. References will be checked. Local references are preferred. List present or latest client first, then others in reverse chronological order. Include firm name, address, contact information, date of service and brief service description.

3. ORGANIZATION CHART & STAFFING PLAN

An organizational chart that depicts all positions associated with this project. List the names of the personnel for each position. If a position is vacant, list it as such and footnote when you expect the position to be filled. Include all Owners, Board Members and Officers of the organization.

4. SUBCONTRACTORS

If subcontractors are to be used, list below who they will be and describe how officer requests will be assigned.

5. SCHEDULING SYSTEM

Include the following:

1. The number of scheduled staff that will be providing service under this contract.
2. The proposed staffing schedule.
3. The experience and training of each of the staff identified.
4. The scheduling methods that will be used for reservation based services.
5. Staff's multi-lingual capabilities.

6. SERVICE MONITORING PROCEDURES

Describe how service will be monitored and quality assured, including level of staff supervision to be provided.

7. COMPLAINT PROCEDURES

Describe the procedures to be used for accepting, reporting and following up on complaints.

8. SAFETY AND TRAINING PROGRAMS

- Describe the safety and training program that you propose to use for your personnel and indicate which personnel will be required to take each training.
- Describe the procedure that will be used for handling accidents and incidents.
- Attach to this form a statement of loss record from your insurer covering the last three years. The statement should also indicate any claims which may be pending at the present time.

9. COST PROPOSAL

Use format below to describe the proposed cost for providing the various components of service described in the RFP. Note: The cost proposal form is a public document.

Type of Service	**Hourly Fee Per Officer**	**Minimum Amount of Security Guards per Social Event**
Security Guards		

Non-Collusion Affidavit

The proposer declares, by signing and submitting a proposal, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or that anyone shall refrain from proposing; that the proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and, further, that the proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

VI. SUBMITTAL REQUIREMENTS

Proposers shall submit Items 1-9 as stated in ***Section V. - PROPOSAL REQUIREMENTS***. Proposer is required to indicate the *Designated Contact* in the proposal package. Include the designated contact individual's name, address, phone number(s) and email address.

One original and three copies of the proposals shall be submitted, printed double-sided on recycled-content paper along with an electronic version in Adobe PDF format or similar open source file format. The original proposal must be clearly marked and contain original signatures and must be easily reproducible on a standard copying machine. The proposal shall be signed by an individual(s) authorized to execute legal documents on behalf of the proposer.

Proposals shall be received by the City of San Leandro Purchasing Office no later than **5:00 p.m. on March 12, 2020**. Late proposals will not be considered under any circumstance. Mail or deliver proposals to:

,

City of San Leandro
Purchasing Agent
Finance Department
835 East 14th Street
San Leandro, CA 94577
(510) 577-3472

Failure to provide all required submittals in completed form and/or a clearly marked original with original signatures may result in a proposal being found non-responsive and given no consideration. Proposals must be neat, complete, and fully address all information specified in **Section V.**

For information concerning RFP questions, procedures and regulations (i.e., submission deadline, forms required, etc.) interested parties must contact the City's Purchasing Agent. All questions shall be submitted via email.

CITY OF SAN LEANDRO
Sally Perez, Purchasing Technician
Email: sperez@sanleandro.org

VII. ESTIMATED SCHEDULE

RFP Issue Date	February 14, 2020
Final Question Submission Deadline	February 28, 2020
Proposal Submittal Due Date	March 12, 2020
Selection and Notification (Tentative)	April 2, 2020
Award of Contract (Tentative)	April 20, 2020

VIII. EVALUATION OF PROPOSALS

Proposals must fully address the evaluation factors, contain complete technical submittals, references and data to verify qualifications and experience and include a statement that the City contract can be executed, listing any exceptions. Proposals without sufficient submittal data to provide a complete evaluation will be considered non-responsive. As part of the technical proposal, proposers must evaluate the City's proposal terms and conditions. Any exceptions taken to the proposal specifications and/or the City's Consulting Services Agreement must be listed as a separate item as *Exceptions to Specifications.*

All proposals will be reviewed for compliance with specifications including documented capability to perform the prescribed work in a satisfactory manner. Proposals, which appear to be compliant, will be evaluated on a point system (0-100 points, with 100 being the best possible score) in accordance with the following:

CRITERIA	MAXIMUM POINTS
1. Adherence to City's Scope of Work	50 points
2. Price	25 points
3. Information Supplied in response to Section V.	15 points
4. References	10 points

The City reserves the unilateral right to amend this RFP in writing at any time. The City also reserves the right to cancel or reissue the RFP at its sole discretion. Additionally, the City may seek clarification or additional information from proposers. All proposers shall verify if any addendum for this project has been issued by the City and shall respond to the final written RFP and any exhibits, attachments and amendments. It is the proposer's responsibility to ensure that all requirements of contract addendum are included in their submittal. This RFP does not commit the City of San Leandro to sign an agreement, award a contract, or to pay any costs incurred in the preparation of a response to this RFP. All documents, conversations, correspondence, etc. with the City are subject to the laws and regulations that govern the City. All Proposals submitted in response to this RFP become the property of the City and public records, and as such may be subject to public review.

The City reserves the right to reject any or all proposals and the right to waive minor irregularities in any proposals. Waiver of one irregularity does not constitute waiver of any other irregularities.

Because this proposal is negotiable, all pricing data will remain confidential until after award is made, and there will be no public opening and reading of proposals.

IX. DELIVERABLES REQUIRED OF SUCCESSFUL CONTRACTOR

The successful contractor shall enter into a Non-Professional Services Agreement with the City of San Leandro and submit the following items ***within ten (10) days of notice of award:***

1. City of San Leandro business license; to be maintained throughout length of contract

2. Copy of Certificate(s) of Insurance and endorsements in compliance with the requirements of Section 4. of *Attachment A- Non-Professional Services Agreement* and naming the City of San Leandro as an additional insured.

3. Completed IRS W-9 tax form

4. Self-verification form which shows compliance with the City of San Leandro Living Wage Ordinance

X. CONDITIONS

Permits and Codes

The selected contractor shall comply with all laws, codes, rules and regulations of the State, County, and City, applicable to the work to be performed at the City's location(s). The contractor, who shall pay all lawful charges, shall obtain all permits lawfully required.

City of San Leandro Living Wage Ordinance

The San Leandro Municipal Code Title 1, Chapter 6, San Leandro's Living Wage Ordinance (LWO), provides that contractors who engage in a specified amount of business with the City (except where specifically exempted) under contracts which furnish services to or for the City during the City's fiscal year shall comply with all provisions of this ordinance. The LWO requires a City contractor to provide City mandated minimum compensation to all eligible employees, as defined in the Ordinance. In order to determine whether this contract is subject to the terms of the LWO, the selected contractor must submit a completed self-verification form. Please note that the LWO applies to those contracts where the contractor has achieved a cumulative dollar contracting amount with the City. Therefore, even if the LWO is inapplicable to this contract, change orders to this contract or the entering into of subsequent contracts may make them subject to compliance with the LWO. Furthermore, the contract may become subject to the LWO if the status of the contractor's employees change (i.e. additional employees are hired) so that contractor falls within the scope of the Ordinance.

Insurance Requirements

Requirements are incorporated in Section 4 of **Attachment A**, *Non-Professional Services Agreement (NPSA).*

NON-PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF SAN LEANDRO AND
[NAME OF CONTRACTOR]
FOR
EVENT SECURITY SERVICES

THIS AGREEMENT for _____ services is made by and between the City of San Leandro ("City") and _____ ("Contractor") (together sometimes referred to as the "Parties") as of _____, 20__ (the "Effective Date").

Section 1. **SERVICES.** Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to City the services described in the Scope of Work attached as Exhibit A at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

1.1 **Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on _____, the date of completion specified in Exhibit A, and Contractor shall complete the work described in Exhibit A on or before that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Contractor to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as referenced in Section 8.

1.2 **Standard of Performance.** Contractor shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged.

1.3 **Assignment of Personnel.** Contractor shall assign only competent personnel to perform services pursuant to this Agreement. Contractor agrees that any and all personnel performing services pursuant to this Agreement shall not be armed with any real or fake weapons, nor have the appearance of, or impersonate, any public law enforcement officer. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Contractor shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.

1.4 **Time.** Contractor shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Subsection 1.2 above and to satisfy Contractor's obligations hereunder.

1.5 **City of San Leandro Living Wage Rates.** This contract may be covered by the City of San Leandro Living Wage Ordinance (LWO). Bidder's attention is directed to the San Leandro Municipal Code, Title 1, Chapter 6, Article 6. Successful Bidder must submit completed self-certification form and comply with the LWO if covered.

1.6 **Public Works Contractor Registration**. Contractor agrees, in accordance with Section 1771.1 of the California Labor Code, that Consultant or any subconsultant shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in Chapter 1 of Part 7 of Division 2 of the California Labor Code, unless currently registered and qualified to perform public

work pursuant to California Labor Code section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to California Labor Code section 1725.5. Contractor agrees, in accordance with Section 1771.4 of the California Labor Code, that if the work under this Agreement qualifies as public work, it is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Section 2. **COMPENSATION.** City hereby agrees to pay Contractor a sum not to exceed _____, notwithstanding any contrary indications that may be contained in Contractor's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Contractor's proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. City shall pay Contractor for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Contractor for services rendered pursuant to this Agreement. Contractor shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Contractor shall not bill City for duplicate services performed by more than one person.

Contractor and City acknowledge and agree that compensation paid by City to Contractor under this Agreement is based upon Contractor's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Contractor. Consequently, the Parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Contractor and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

2.1 **Invoices.** Contractor shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- The total number of hours of work performed under the Agreement by Contractor and each employee, agent, and subcontractor of Contractor performing services hereunder;
- The Contractor's signature;
- Contractor shall give separate notice to the City when the total number of hours worked by Contractor and any individual employee, agent, or subcontractor of Contractor reaches or exceeds 400 hours within a 6-month period under this Agreement and any other agreement between Contractor and City. Such notice shall include an estimate of the time necessary to

complete work described in Exhibit A and the estimate of time necessary to complete work under any other agreement between Contractor and City, if applicable.

2.2 **Monthly Payment.** City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Contractor.

2.3 **Final Payment.** City shall pay the last 10% of the total sum due pursuant to this Agreement within 60 days after completion of the services and submittal to City of a final invoice, if all services required have been satisfactorily performed.

2.4 **Total Payment.** City shall pay for the services to be rendered by Contractor pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Contractor in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Contractor submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

2.5 **Hourly Fees.** Fees for work performed by Contractor on an hourly basis shall not exceed the amounts shown on the compensation schedule attached hereto as Exhibit B.

2.6 **Reimbursable Expenses.** Not applicable.

2.7 **Payment of Taxes.** Contractor is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

2.8 **Payment upon Termination.** In the event that the City or Contractor terminates this Agreement pursuant to Section 8, the City shall compensate the Contractor for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Contractor shall maintain adequate logs and timesheets to verify costs incurred to that date.

2.9 **Authorization to Perform Services.** The Contractor is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

2.10 **Liquidated Damages.** Failure of Contractor to respond to problems referred to it by City within the time limits established in Subsection 1.2 of this Agreement shall result in liquidated damages as set forth in Exhibit A.

Section 3. **FACILITIES AND EQUIPMENT.** Except as set forth herein, Contractor shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City shall make available to Contractor only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein. Contractor shall make a written request to City to use facilities or equipment not otherwise listed herein.

3.1 **Safety Requirements.** In accordance with generally accepted construction practices and state law, Contractor shall be solely and completely responsible for conditions on the jobsite, including safety of all persons and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours.

Contractor shall take all necessary precautions and provide all necessary safeguards to prevent personal injury and property damage. Contractor shall provide protection for all persons including, but not limited to, its employees and employees of its subcontractors; members of the public; and employees, agents, and representatives of the City and regulatory agencies that may be on or about the work.

The services of the City in conducting review and inspection of Contractor's performance is not intended to include review of the adequacy of Contractor's work methods, equipment, bracing or scaffolding, or safety measures, in, on, or near any Contractor jobsite.

All work and materials shall be in strict accordance with all applicable state, city, county, and federal rules, regulations and codes, with specific attention to the United States Department of Labor Occupational Health and Safety Administration (OSHA) requirements. Contractor shall be solely responsible for compliance with all city, county, and state explosive transport, storage, and blasting requirements and for any damages caused by such operations.

Contractor is hereby informed that work on City property could be hazardous. Contractor shall carefully instruct all personnel working on City property that all conditions of the property are potentially hazardous work areas as to potential dangers and shall provide such necessary safety equipment and instructions as are necessary to prevent injury to personnel and damage to property. Special care shall be exercised relative to work underground.

In addition to complying with all other safety regulations, Contractor shall abide by any and all other City requirements contained in any specifications, special conditions or manuals, which shall be made available by City upon request.

Contractor shall provide and maintain all necessary safety equipment such as fences, barriers, signs, lights, walkways, guards, and fire prevention and fire-fighting equipment and shall take such other action as is required to fulfill its obligations under this section. It is the intent of the City to provide a safe working environment under normal conditions. CONTRACTOR IS ADVISED THAT CITY'S OPERATIONS AND PROPERTY ARE INHERENTLY HAZARDOUS BECAUSE OF CONDITIONS SUCH AS CONFINED SPACES, POTENTIALLY EXPLOSIVE ATMOSPHERES, AND POSSIBLE EXPOSURE TO PATHOGENS.

Contractor shall maintain all portions of the jobsite in a neat, clean, and sanitary condition at all times. If required by the City, toilets shall be furnished by Contractor where needed for use of its employees and their use shall be strictly enforced. Contractor shall not use the City's existing sanitary facilities, unless previously authorized by the City.

Contractor shall keep adequate first aid facilities and supplies available and instruction in first aid for its employees shall be given.

City reserves the right to require that Contractor bring onto the project or engage the services of a licensed safety engineer at any time during the term of this Agreement. If Contractor does not have a licensed safety engineer on staff, then City may require that Contractor engage a subcontractor or

subconsultant as the project's safety engineer. Contractor shall bear all costs in connection with meeting the requirements of this section.

Section 4. **INSURANCE REQUIREMENTS.** Before fully executing this Agreement, Contractor, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Contractor shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to beginning work. Contractor shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Contractor's bid. Contractor shall not allow any subcontractor to commence work on any subcontract until Contractor has obtained all insurance required herein for the subcontractor(s) and provided evidence to City that such insurance is in effect. VERIFICATION OF THE REQUIRED INSURANCE SHALL BE SUBMITTED AND MADE PART OF THIS AGREEMENT PRIOR TO EXECUTION. Contractor shall maintain all required insurance listed herein for the duration of this Agreement.

4.1 **Workers' Compensation.**

4.1.1 **General Requirements.** Contractor shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Contractor. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than **$2,000,000** per accident. In the alternative, Contractor may rely on a self-insurance program to meet these requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the California Labor Code shall be solely in the discretion of the Contract Administrator.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents, and subcontractors.

4.1.2 **Submittal Requirements.** To comply with Subsection 4.1, Contractor shall submit the following:

a. Certificate of Workers' Compensation Insurance in the amounts specified in the section; and

b. Waiver of Subrogation Endorsement as required by the section.

4.2 **Commercial General and Automobile Liability Insurance.**

4.2.1 **General Requirements.** Contractor, at its own cost and expense, shall maintain commercial general liability insurance for the term of this Agreement in an amount not less than $2,000,000.00 and automobile liability insurance for the term of this Agreement in an amount not less than $1,000,000.00 per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death

resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

4.2.2 **Minimum Scope of Coverage.** Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001, Code 1 (any auto). No endorsement shall be attached limiting the coverage.

4.2.3 **Additional Requirements.** Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

a. The Insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.

b. City, its officers, officials, employees, and volunteers are to be covered as additional insureds as respects: liability arising out of work or operations performed by or on behalf of the Contractor; or automobiles owned, leased, hired, or borrowed by the Contractor.

c. Contractor hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Contractor agrees to obtain any endorsements that may be necessary to affect this waiver of subrogation.

d. For any claims related to this Agreement or the work hereunder, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

4.2.4 **Submittal Requirements.** To comply with Subsection 4.2, Contractor shall submit the following:

a. Certificate of Liability Insurance in the amounts specified in the section;

b. Additional Insured Endorsement as required by the section;

c. Waiver of Subrogation Endorsement as required by the section; and

d. Primary Insurance Endorsement as required by the section.

4.3 **All Policies Requirements.**

4.3.1 **Acceptability of Insurers.** All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.

4.3.2 **Verification of Coverage.** Prior to beginning any work under this Agreement, Contractor shall furnish City with complete copies of all Certificates of Liability Insurance delivered to Contractor by the insurer, including complete copies of all endorsements attached to the

policies. All copies of Certificates of Liability Insurance and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If the City does not receive the required insurance documents prior to the Contractor beginning work, it shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete copies of all required insurance policies at any time.

4.3.3 **Deductibles and Self-Insured Retentions.** Contractor shall disclose to and obtain the written approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

4.3.4 **Wasting Policies.** No policy required by this Section 4 shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).

4.3.5 **Endorsement Requirements.** Each insurance policy required by Section 4 shall be endorsed to state that coverage shall not be canceled by either party, except after 30 days' prior written notice has been provided to the City.

4.3.6 **Subcontractors.** Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

4.4 **Remedies.** In addition to any other remedies City may have if Contractor fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Contractor's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Contractor to stop work under this Agreement or withhold any payment that becomes due to Contractor hereunder, or both stop work and withhold any payment, until Contractor demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

Section 5. **INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES.** Contractor shall indemnify, defend with counsel acceptable to City, and hold harmless City and its officers, officials, employees, agents and volunteers from and against any and all liability, loss, damage, claims, expenses, and costs (including without limitation, attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with Contractor's performance of the Services or its failure to comply with any of its obligations contained in this Agreement, except such Liability caused by the sole negligence or willful misconduct of City.

The Contractor's obligation to defend and indemnify shall not be excused because of the Contractor's inability to evaluate Liability or because the Contractor evaluates Liability and determines that the Contractor is not liable to the claimant. The Contractor must respond within 30 days, to the tender of any claim for defense and indemnity by the City, unless this time has been extended by the City. If the Contractor fails to accept or reject a tender of defense and indemnity within 30 days, in addition to any other remedy authorized by law, so much of the money due the

Contractor under and by virtue of this Agreement as shall reasonably be considered necessary by the City, may be retained by the City until disposition has been made of the claim or suit for damages, or until the Contractor accepts or rejects the tender of defense, whichever occurs first.

Notwithstanding the forgoing, to the extent this Agreement is a "construction contract" as defined by California Civil Code Section 2782, as may be amended from time to time, such duties of Contractor to indemnify shall not apply when to do so would be prohibited by California Civil Code Section 2782.

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement 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 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.

Section 6. STATUS OF CONTRACTOR.

6.1 **Independent Contractor.** At all times during the term of this Agreement, Contractor shall be an independent contractor and shall not be an employee of City. City shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subsection 1.3; however, otherwise City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

6.2 **Contractor Not an Agent.** Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.

7.2 **Compliance with Applicable Laws.** Contractor and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.

7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Contractor and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.

7.4 **Licenses and Permits.** Contractor represents and warrants to City that Contractor and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Contractor represents and warrants to City that Contractor and its employees, agents, any

subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Contractor and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.

7.5 **Nondiscrimination and Equal Opportunity.** Contractor shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Contractor under this Agreement. Contractor shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Contractor thereby.

Contractor shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

Section 8. TERMINATION AND MODIFICATION.

8.1 **Termination.** City may cancel this Agreement at any time and without cause upon written notification to Contractor.

Contractor may cancel this Agreement upon _____ days' written notice to City and shall include in such notice the reasons for cancellation.

In the event of termination, Contractor shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Contractor delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Contractor or prepared by or for Contractor or the City in connection with this Agreement.

8.2 **Extension.** City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Contractor understands and agrees that, if City grants such an extension, City shall have no obligation to provide Contractor with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Contractor for any otherwise reimbursable expenses incurred during the extension period.

8.3 **Amendments.** The Parties may amend this Agreement only by a writing signed by all the Parties.

8.4 **Assignment and Subcontracting.** City and Contractor recognize and agree that this Agreement contemplates personal performance by Contractor and is based upon a determination of Contractor's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Contractor. Contractor may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Contractor shall not subcontract any portion of the performance contemplated and provided for herein, other

than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

8.5 **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Contractor shall survive the termination of this Agreement.

8.6 **Options upon Breach by Contractor.** If Contractor materially breaches any of the terms of this Agreement, City's remedies shall included, but not be limited to, the following:

8.6.1 Immediately terminate the Agreement;

8.6.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Contractor pursuant to this Agreement;

8.6.3 Retain a different contractor to complete the work described in Exhibit A not finished by Contractor; or

8.6.4 Charge Contractor the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Contractor pursuant to Section 2 if Contractor had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

9.1 **Records Created as Part of Contractor's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Contractor prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Contractor hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Contractor agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both Parties.

9.2 **Contractor's Books and Records.** Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the Contractor to this Agreement.

9.3 **Inspection and Audit of Records.** Any records or documents that Subsection 9.2 of this Agreement requires Contractor to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds $10,000.00, the Agreement shall be subject to the examination and audit of

the State Auditor, at the request of City or as part of any audit of the City, for a period of 3 years after final payment under the Agreement.

Section 10. MISCELLANEOUS PROVISIONS.

10.1 Attorneys' Fees. If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

10.2 Venue. In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Alameda or in the United States District Court for the Northern District of California.

10.3 Severability. If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

10.4 No Implied Waiver of Breach. The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

10.5 Successors and Assigns. The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.

10.6 Conflict of Interest. Contractor may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Contractor in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Contractor shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Section 1090 *et seq.*

Contractor hereby warrants that it is not now, nor has it been in the previous 12 months, an employee, agent, appointee, or official of the City. If Contractor was an employee, agent, appointee, or official of the City in the previous 12 months, Contractor warrants that it did not participate in any manner in the forming of this Agreement. Contractor understands that, if this Agreement is made in violation of California Government Code Section 1090 *et seq.*, the entire Agreement is void and Contractor will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Contractor will be required to reimburse the City for any sums paid to the Contractor. Contractor understands that, in addition to the foregoing, it may be subject to criminal

prosecution for a violation of California Government Code Section 1090 *et seq.,* and, if applicable, will be disqualified from holding public office in the State of California.

10.7 **Solicitation.** Contractor agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

10.8 **Contract Administration.** This Agreement shall be administered by _____ ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

10.9 **Notices.** Any written notice to Contractor shall be sent to:

_____

_____

[INCLUDE EMAIL ADDRESS]_____

Any written notice to City shall be sent to:

_____

_____

_____

With a copy to:
City of San Leandro
Department of Finance
c/o Purchasing Agent
835 East 14th Street
San Leandro, CA 94577

10.10 **Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibits A and B represents the entire and integrated agreement between City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.

Exhibit A	Scope of Services
Exhibit B	Compensation Schedule & Reimbursable Expenses

10.11 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

10.12 **Certification per Iran Contracting Act of 2010.** In the event that this contract is for one million dollars ($1,000,000.00) or more, by Contractor's signature below Contractor certifies that Contractor, and any parent entities, subsidiaries, successors or subunits of Contractor are not identified on a list created pursuant to subdivision (b) of Section 2203 of the California Public Contract Code as a person engaging in investment activities in Iran as described in subdivision (a) of Section 2202.5, or as a person described in subdivision (b) of Section 2202.5 of the California Public Contract Code, as applicable.

SIGNATURES ON FOLLOWING PAGE

The Parties have executed this Agreement as of the Effective Date. The persons whose signatures appear below certify that they are authorized to sign on behalf of the respective Party.

CITY OF SAN LEANDRO	CONTRACTOR
_____	_____
Jeff Kay, City Manager	**[NAME, TITLE]**

Attest:

_____
Leticia I. Miguel, City Clerk

Approved as to Fiscal Authority:

_____
Finance Director

_____
Account Number

Approved as to Form:

_____
Richard D. Pio Roda, City Attorney

_____
Jeanette Dong, Recreation and Human Services Director

EXHIBIT A

SCOPE OF SERVICES

EXHIBIT B

COMPENSATION SCHEDULE & REIMBURSABLE EXPENSES

Attachment B

CITY OF SAN LEANDRO LIVING WAGE ORDINANCE (LWO)

Guidelines for Compliance & Frequently Asked Questions
July 2017

Guidelines for Compliance with the Living Wage Ordinance (LWO)

Service Providers

For Profit Service Providers

Affects for-profit entities that provide services to the City valued at $25,000 or greater within the City's fiscal year; and which has six (6) or more employees.

Any employee working on City services under contract with the City is covered by the LWO for the time spent performing said services.

Non-Profit Service Providers

Affects non-profit entities that provide services to the City valued at $100,000 or more within the City's fiscal year; and which has six (6) or more employees

Any employee working more than 25% of their time on the City-contracted services being procured by the City under the contract with the employer is subject to.

Lessees

Affects lessee's of public property, licensees, concessionaires and franchises that generate $350,000 or more in annual (calendar) gross receipts.

Any employee who spends more than 25% of their working time on the leased property or engaged in work directly related to the license, concession or franchise is subject to.

Financial Aid Recipients

Affects any entity receiving more than $100,000 in City grants, loans, or other cash/non-cash assistance within the City's fiscal year. Compliance is required for the duration of one year for each $100,000 of assistance, pro-rated up to a maximum duration of five (5) years after receiving said aide.

Any employees who spend more than 25% of their working time engaged in work directly related to the purposes for which the City's aid was provided are subject to.

Subcontractors/Sub-Lessees

Affects both for-profit and non-profit employers that enter into a subcontract with the primary employer/contractor and assumes some of the obligations of the primary employer/contractor.

Subcontractor's and sub-lessee's are also subject to the same living wage provisions and requirements as the primary employer or lessee. Employees who are or would be covered under the state prevailing wage rate requirement would only be covered by the Ordinance if their current prevailing wage rate was lower than the living wage rate.

Compensation

Covered businesses are required to pay no less than $15.80 per hour or $14.30 with health benefits valued at least $1.50 per hour, subject to annual CPI adjustment.

Reporting and Compliance

Covered businesses self-verify compliance and are subject to periodic re-verification and audit of living wage related records.

Frequently Asked Questions

1. **What is the City of San Leandro's Living Wage Ordinance?**

"Living wage" is an hourly wage level that sets wages at a level higher than the Federal or State minimum wage. The City of San Leandro Ordinance specifies that an hourly wage and a health benefit dollar level be applied to certain contracts, agreements and leases between the City and for-profit and non-profit entities. It does not apply to every business in the City.

2. **When does the Living Wage take effect and when do businesses have to start complying and provide higher wages to their employees?**

September 1, 2007 is the effective date. Applicable businesses must comply with the Ordinance when they enter into a lease, contract or concessionaire or other agreement with the City of San Leandro, or when an existing agreement is amended to benefit the business.

For example, if a lease contract expires in two years, compliance would not be required for the two years the lease remains in effect and unchanged. New contracts entered into or amended thereto affecting financial aid or expending the term after the effective date are subject to the Ordinance. Covered employees would be entitled to the higher wage on the effective date of the new or modified contract or agreement.

All contracts and agreements with the City of San Leandro will include the requirement that the Living Wage Ordinance shall be complied with.

3. **What is the required Living Wage rate?**

Covered businesses are required to pay no less than $15.80 per hour, which includes wages and employer health benefits. Health benefits must be valued at $1.50 per hour in order to be counted towards the requirement. In other words, an employee not receiving any employer health benefits would receive an hourly wage of at least $15.80, while one receiving health benefits would receive an hourly wage of at least $14.30.

The living wage rate will be adjusted annually in July to reflect the consumer price index.

4. **Are there any other required employee benefits specified?**

Yes. It specifies that employees must receive at least 22 days off per year (calendar) for sick leave, vacation, holiday, or personal necessity. At least 12 of the required days off shall be compensated at the same rate as regular compensation while 10 of the required 22 days may be uncompensated days off. Part-time employees shall be entitled to accrue compensated days off in increments proportional to that accrued by full-time employees.

Employees shall be eligible to use accrued days off after the first 6 months of satisfactory employment or in accordance with the employer's policy, whichever is sooner.

5. **What types of employee's are covered by the Ordinance? And does it cover full-time and part-time employees?**

Employees spending at least 25% of their work time on a City of San Leandro contract are covered, as long as they work for a business applicable under the terms of a covered agreement or contract. Both part-time and full-time employees are covered if they meet those criteria. Employees who are or would be covered under the state prevailing wage rate requirement would only be covered by the Ordinance if their current prevailing wage rate was lower than the living wage rate.
Please see "Guidelines for Compliance" for additional detail.

6. **What types of businesses are covered by the San Leandro Living Wage Ordinance?**

The Living Wage Ordinance applies to entities providing services to the City of San Leandro via contract or agreement, lessees of the City and recipients of City financial aide. Please see "Guidelines for Compliance" for the thresholds and criteria for each type of employer, lessee, financial aid recipient, or subcontractor and lessee.

7. **Does the Living Wage Ordinance apply to sub-contractors or sub-lessees?**

Subcontractor's and sub-lessee's are also subject to the same living wage provisions and requirements as the primary employer or lessee. Employees who are or would be covered under the state prevailing wage rate requirement would only be covered by the Ordinance if their current prevailing wage rate was lower than the living wage rate. For example, employees of a firm hired to do building improvements for the contractor would be subject to the prevailing wage requirements under state law.

8. **Does the Living Wage Rate affect tenants of a financial aid recipient?**

It depends on the circumstances, for example, if a developer receives a $500,000 city loan to rehab a commercial building and the tenants pay the market rate, they would not be subject to the LWO. However, the benefitting developer or business (and successors) would be subject to the LWO.

9. **What types of employees are exempt?**

The Ordinance shall not be applicable to employees under 18 years of age, volunteers, qualified temporary employees working for the City of San Leandro, other government employees, employees that participate in a job training program, qualified disabled employees covered by a sub-minimum wage certificate or equivalent, interns or employees receiving academic credit through a job training program, employees already subject to the State's prevailing wage requirement (if living wage rate is higher than the prevailing wage rate, then the living wage rate would apply) , employees while working stand-by or on-call duty, and any other employee where the application of the Ordinance would be prohibited by State or Federal law.

10. Are any exemptions or waivers allowed for a business?

Following City Manager review and recommendation, the City Council may approve waivers with or without conditions to any of the Living Wage provisions, upon determination that such action is in the best interest of the City.

11. What other types of businesses are not covered by the City of San Leandro Living Wage Ordinance?

Commodity suppliers and suppliers of goods (paper, office supplies, equipment, etc.) and their employees are not covered.

12. What steps are in place to prevent discrimination or employer retaliation against the provisions of the Ordinance?

Retaliation and discrimination against any person on account of having inquired into or having claimed a violation of the Ordinance is unlawful. Any employee who alleges violation of any of the Living Wage requirements may report such acts to the City. The City may investigate such complaints and take appropriate action to enforce the Ordinance.

13. How do the worker retention provisions of the Ordinance work?

Briefly, any business that replaces another business in a lease, contract, subcontract, etc. is required to offer employment to the employees of the prior tenant or contractor for a period of 90 days. If the new business already has its own employees, then employment must be offered on the basis of seniority to its own and the prior employees. Managerial, supervisory, professional, paraprofessional, and confidential and office employees are exempted from this provision.

14. How is the Living Wage Ordinance enforced? Are there penalties against businesses found not to be complying?

Employers self-verify compliance. The City may also periodically require employer re-verification and review the businesses living wage related records. Each business is required to allow access to its workforce and living wage related records by authorized City of San Leandro representatives to ensure compliance.
Violations of the Living Wage Ordinance are subject to fines of up to $5,000, and/or the City may terminate the violator's agreement. Any person may bring action against a business in the Superior Court of California to enforce the measure.

15. Who can answer more questions about the Ordinance; and where can I get a copy of it?

The Finance Department of the City currently administers the Living Wage Ordinance. Please contact the department at 510-577-3376 if you have any questions. You may obtain a copy of the Ordinance from the Finance Department; or it is available on the City's website at: http://www.sanleandro.org/depts/finance/livwage/default.asp

Attachment C

CITY OF SAN LEANDRO
Living Wage Ordinance Self Verification Form for Providers of Personal Services

TO BE COMPLETED BY ALL PERSONS OR ENTITIES ENGAGING IN A CONTRACT FOR SERVICES WITH THE CITY OF SAN LEANDRO.

The San Leandro Municipal Code Title 1, Chapter 6, San Leandro's Living Wage Ordinance (LWO), provides that contractors who engage in a specified amount of business with the City (except where specifically exempted) under contracts which furnish services to or for the City during the City's fiscal year shall comply with all provisions of this ordinance. The LWO requires a City contractor to provide City mandated minimum compensation to all eligible employees, as defined in the Ordinance. In order to determine whether this contract is subject to the terms of the LWO, please respond to the questions below. Please note that the LWO applies to those contracts where the contractor has achieved a cumulative dollar contracting amount with the City. Therefore, even if the LWO is inapplicable to this contract, change orders to this contract or the entering into of subsequent contracts may make them subject to compliance with the LWO. Furthermore, the contract may become subject to the LWO if the status of the Contractor's employees change (i.e. additional employees are hired) so that Contractor falls within the scope of the Ordinance.

SECTION I

1. IF YOU ARE A FOR-PROFIT BUSINESS, PLEASE ANSWER THE FOLLOWING QUESTIONS
a. During the period of July 1 -June 30 of the current city fiscal year, have you entered into contracts, including the present contract, bid, or proposal, with the City of San Leandro for a cumulative amount of $25,000.00 or more?
YES ____ NO ____
If no, this contract is NOT subject to the requirements of the LWO, and you may continue to Section II. If yes, please continue to question 1(b).

b. Do you have six (6) or more employees?
YES ____ NO ____
If you have answered, “YES” to questions 1(a) and 1(b) this contract IS subject to the LWO. If you responded "NO" to 1(b) this contract IS NOT subject to the LWO. Please continue to Section II.

2. IF YOU ARE A NON-PROFIT BUSINESS, AS DEFINED BY SECTION 501(C) OF THE INTERNAL REVENUE CODE OF 1954, PLEASE ANSWER THE FOLLOWING QUESTIONS.
a. During the period of July 1 -June 30 of the current city fiscal year, have you entered into contracts, including the present contract, bid, or proposal, with the City of San Leandro for a cumulative amount of $100,000.00 or more?
YES ____ NO ____
If no, this Contract is NOT subject to the requirements of the LWO, and you may continue to Section II. If yes, please continue to question 2(b).

b. Do you have six (6) or more employees?
YES ____ NO ____
If you have answered, “YES” to questions 2(a) and 2(b) this contract IS subject to the LWO. If you responded "NO" to 2(b) this contract IS NOT subject to the LWO. Please continue to Section II on the following page.

SECTION II

Please read, complete, and sign the following:

THIS CONTRACT **IS** SUBJECT TO THE LIVING WAGE ORDINANCE. ☐
THIS CONTRACT **IS NOT** SUBJECT TO THE LIVING WAGE ORDINANCE. ☐

The undersigned, on behalf of himself or herself individually and on behalf of his or her business or organization, hereby certifies that he or she is fully aware of San Leandro's Living Wage Ordinance, and the applicability of the Living Wage Ordinance, and the applicability of the subject contract, as determined herein. The undersigned further agrees to be bound by all of the terms of the Living Wage Ordinance, as mandated in the San Leandro Municipal Code, Title 1, Chapter 6.
If, at any time during the term of the contract, the answers to the questions posed herein change so that Contractor would be subject to the LWO, Contractor will promptly notify the City Manager in writing. Contractor further understands and agrees that the failure to comply with the LWO, this verification, or the terms of the Contract as it applies to the LWO, shall constitute a default of the Contract and the City Manager may terminate the contract and pursue any other legal remedies available to the city, including debarment. If the contractor is a for-profit business and the LWO is applicable to this contract, the contractor must pay a living wage to all employees engaged in work directly related to the contract with the City. If the contractor is a non-profit business and the LWO is applicable to this contract, the contractor must pay a living wage to all employees who spend 25% or more or their compensated time engaged in work directly related to the contract with the City.

These statements are made under penalty of perjury under the laws of the state of California.

Printed Name:
_____Title:_____

Signature: _____Date:_____

Business Entity:
_____

Contract Description/Specification No:
_____

SECTION III
..
* * FOR ADMINISTRATIVE USE ONLY -- PLEASE PRINT CLEARLY * * *
I have reviewed this Living Wage Ordinance Self Verification form, in addition to verifying Contractor's total dollar amount contract commitments with the City in the past twelve (12) months, and determined that this Contract IS / IS NOT (circle one) subject to San Leandro's Living Wage Ordinance.

Department Name _____ Department Representative _____

ATTACHMENT D - MARINA COMMUNITY CENTER FLOOR PLAN

Marina Community Center Evacuation Routes

Auditorium, Storage Room, Custodian Closet

Assembly Location Outside of Building

Primary Evacuation Route

Secondary Evacuation Route

Map is not to scale

N

Marina Community Center Assembly Area

ATTACHMENT E

SAN LEANDRO SENIOR COMMUNITY CENTER FLOOR PLAN