

**SERVICES CONTRACT AGREEMENT
FOR THE
DOWNTOWN SAN DIEGO PARTNERSHIP, INC.
CLEAN AND SAFE PROGRAM**

THIS AGREEMENT ("Agreement") by and between the DOWNTOWN SAN DIEGO PARTNERSHIP, INC. CLEAN AND SAFE PROGRAM ("DSDP") and Universal Protection Services ("Contractor"), is made and entered into on June 4, 2014 (*effective date*) with references to the facts set forth below.

RECITALS

- A. Pursuant to a contract, (the "City Agreement") with the City of San Diego ("City"), DSDP is authorized to provide certain services (the "District Enhancement Services") in the Downtown area of San Diego.
- B. The PBID Management Plan states that DSDP may enter into contracts with Contractors to provide District Enhancement Services.
- C. DSDP requires an independent contractor to provide safety services. The Contractor has a background in providing these services and is willing to provide such services to DSDP based on this background.

AGREEMENT

NOW THEREFORE, in consideration of the terms and conditions herein contained and other good and valuable consideration, receipt of which is acknowledged, the parties hereto agree as set forth below:

- 1. **Agreement Period.** This Agreement shall commence on July 1, 2014 ("Commencement Date") and continue through June 30, 2015 ("Completion Date") unless terminated sooner pursuant to the termination provision provided in this Agreement.
- 2. **Scope of Services.** The Contractor will provide personnel that will serve as public information resources to downtown visitors, workers, shoppers and residents as well as provide a crime prevention presence. The primary missions of the officers shall be to watch for, deter and report criminal activity. As a secondary mission, officers are to serve as goodwill ambassadors providing assistance, and directions to visitors and citizens, and disseminating social service information to the homeless. Attached Maps illustrate the boundaries of assigned patrol for each of the five neighborhoods. The assigned safety ambassadors shall perform the following general safety duties:
 - Respond to calls for assistance from property, business owners, and residents.

- Proactively engage homeless individuals providing them with information about social services.
- Conduct security checks to prevent illegal and nuisance activity that disturbs property and business owners.
- Conduct welfare checks on the transient population and provide assistance and social service information when necessary.
- Patrol strategic Downtown beats on foot, bicycle and Segway. The beats and the selection of transportation mode shall be as designated and re-designated by DSDP.
- Ensure unimpeded access to the public right of way to citizens, visitors, and residents.
- Deter panhandling, public intoxication, public consumption of alcohol, public urination, intimidating public behavior and other nuisance crimes and activity that tend to inhibit or discourage public enjoyment.
- Observe and report problems or criminal activity to a supervisor, who shall determine the need to summon uniformed police, fire or other emergency personnel.
- Work with Homeless Outreach Team (HOT) to provide social service referrals and assistance.
- Provide hospitality services to assist residents and tourist with directions, maps, and information about Downtown San Diego.
- Maintain direct communications with the San Diego Police Department to report illegal activity of an urgent or non-urgent nature.
- Maintain direct communication with DSDP to report illegal nuisance activity such as public intoxication, public urination, public drunkenness, aggressive panhandling, etc.
- Maintain direct communications with DSDP to report illegally dumped property, violations of municipal codes, graffiti and stickers on private property, etc.
- Conduct routine patrols of Downtown parks, including Children's Park, Gaslamp Square Park, Martin Luther King Jr. Promenade, Linear Park, Tweet Street Park, Petco Park's Park at the Park and future Downtown parks yet to be completed.
- Report any unusual incidents, hazardous conditions, or suspicious activity as soon as possible to representatives designated by the DSDP.
- Supervisors will participate in weekly meetings with DSDP management as well as public and private partners.
- Appear and give testimony as required in court and/or deposition concerning matters for which they are a witness.
- Make contact with street level businesses in the manner and at intervals specified by DSDP.
- Perform all other specific duties as assigned by DSDP staff including but not limited to: replenishment of dog bag stations, sticker and graffiti removal, removal of handbills/posters, emptying of litter receptacles, and removal of illegally discarded items.
- Officers shall also perform any additional future duties which DSDP and the Contractor may agree upon in writing after these duties have been duly authorized in by the Downtown San Diego Partnership or PBID Management Committee.
- Officers shall not be armed or have powers of arrest. However, they may be equipped with pepper spray with a valid permit from the State of California's Bureau

of Security and Investigative Services. Valid Permits must be on file at the Clean and Safe Office.

3. Duties of Contractor. DSDP hereby retains Contractor as an independent contractor to maintain and perform the services set forth in this Agreement beginning on the Commencement Date. Contractor shall perform the following duties:

- Contractor will visit the site and conduct work with the full understanding of the qualifications required, the inherent hazards and necessary precautions involved in conducting the work safely.
- Contractor shall have an ongoing Training Program for its employees assigned to this contract.
- Contractor shall maintain at all times casualty insurance in such amounts as specified herein and name DSDP as additional insured.
- Contractor will have in effect an active drug and alcohol abuse and testing policy and shall, where applicable, comply with the U.S. Department of Transportation's regulations for commercial motor vehicle drivers, 49 CFR 382, Controlled Substances and Alcohol Use and Testing.
- Contractor will comply with all federal, state and local laws and regulations applicable to the work to be performed under the contract.

4. Reports.

- Contractor will immediately report any unusual incidents or hazardous conditions to representatives designated by the DSDP. Complete and turn-in an incident report for all incidents involving a security officer that results in personal injury (employee or private citizen), property damage (public or private), equipment damage, an arrest, use of medical services, use or brandishing of weapons.
- Daily electronic documentation of each ambassador's calls for service, including any GPS, or route tracking data.
- Weekly inventory of new and out-going businesses.
- Monthly enumeration and mapping of street homeless and documentation of individuals that pose a threat to the public's wellbeing.
- Quarterly reports to PBID Advisory Board illustrating the overall effectiveness of the Safety Ambassador patrol including but not limited to the following categories:
 - Analysis of Calls for Service
 - Peak times and days of the week
 - Calls for service types
 - Trends
 - Summary of notable calls
 - Self-Initiated vs. Service Request Calls
 - San Diego Police Statistics related to the contractor's assigned area of patrol.

5. **Requirements Relating to Employees.** Contractor shall hire, employ, discharge control, and supervise all personnel and labor necessary for performance of the duties described in this Agreement. Contractor shall use its best efforts to exercise reasonable care to select qualified, competent, and trustworthy employees. All employees shall be employees of Contractor and not DSDP. Contractor shall comply with all laws, ordinances, statutes, codes, and regulations including, without limitation, governmental anti-discrimination laws and the requirements of the American with Disabilities Act relating to employees and all requirements relating to employee tax, employee benefits, and other federal and state requirements.
6. Contractor shall make whatever reports may be required by the state and federal governments relative to such taxes or deductions. All of Contractor's personnel shall be covered under Contractor's Workers' Compensation insurance policy at Contractor's expense.
7. **Monitoring.** DSDP shall have the right to monitor the performance by Contractor of all its obligations under this Agreement. Contractor shall cooperate with DSDP in connection with such monitoring. All work performed and services provided may be monitored for compliance with the requirements of this Agreement on a daily or other basis as determined by DSDP.
8. **Delivery of Services.** The Contractor agrees to perform the services described herein in a professional, effective manner. Refer to attachment "Neighborhood Deployment Schedule" for base service schedule. The type and nature of the services described herein may not be varied without prior written amendment to this Agreement, executed by both parties, and subject to negotiation. The services provided by the Contractor determined by the scope of work set forth in this Agreement and any additional services shall not be provided unless authorized in writing by DSDP. In such situations, the Contractor shall respond to the request in a timely manner.
9. **Records Review and Retention.** Contractor shall permit DSDP or the City, at any time during normal business hours, to audit all invoices, materials, payrolls, records of personnel, and other data and media relating to all matters covered in this Agreement. Contractor shall maintain, at its regular place of business or at such other place as may be approved by DSDP, all such data and records for a period of three (3) years following the termination of this Agreement.
10. **Payment For Services.** During the term of this Agreement, the DSDP (Clean and Safe Program) shall pay to Contractor \$78,314.17 per month. The monthly cost shall be in accordance with "Attached Schedule of Hours" of this agreement.
11. **Invoicing/Payment due Dates.** The Contractor shall invoice DSDP as soon as possible following the end of each month for services performed. Invoices shall be sent via regular mail to DSDP at:

Clean and Safe Program

1111 Sixth Ave., Suite 101
San Diego, CA 92101

Each invoice shall specify the month of service, bill rate, and quantity of hours completed. There will be no charge and no bill for equipment, uniforms and/or supplies. The Contractor's invoice shall be due and payable 15 days from the date of DSDP's receipt of the invoice. Upon termination of this Agreement, payments under this paragraph shall cease, provided, however, that the Contractor shall be entitled to payments for periods or partial periods that occurred prior to the date of termination and for which Contractor has not yet been paid.

- 12. DSDP Management & Supervision.** The Clean and Safe Executive Director appoints the overall contract manager. He/she designates the point of contact between the Clean and Safe Program and the Contractor. The Clean and Safe Program duty supervisor is designated as the field liaison; he/she may be reached by calling (619) 414-2698. The duty supervisor is the designated representative to inspect and monitor all services rendered by Contractor. Any deficiency in the performance of services shall be reported orally and, at the discretion DSDP, in writing to Contractor within twenty four (24) hours of the completion of the particular work shift during which the deficiency was discovered. Contractor shall correct all deficiencies no later than forty eight (48) hours following receipt of notice of same from the DSDP.
- 13. Contractor's Management.** Contractor will assign a Supervisor to oversee each shift. Contractor shall also assign a Project Manager acceptable to serve as the main liaison between Contractor and the DSDP. The Project Manager will be responsible for the overall direction and continual improvement of the services. If the Project Manager ceases for any reason to be employed by Contractor for this project, Contractor will assign a new Project Manager acceptable to the DSDP. The Project Manager's duties will include hiring, quality assurance, overseeing, counseling, directing, and training and development of all personnel assigned to the DSDP. The Project Manager will maintain a regular patrol of each neighborhood while work alongside Safety Ambassadors.
- 14. Hiring Practices.** Contractor will perform a complete background check on each employee or prospective employee before the employee begins performing any Services. The background check will include a social security number trace, a criminal history investigation and drug screening, as well as such evidence of eligibility to be employed as is required by applicable immigration laws. Contractor will furnish copies of all background checks to the DSDP. Upon undertaking the provision of services, Contractor shall provide the DSDP with evidence of its ability to provide acceptable back-up or replacement personnel as needed. Contractor shall drug screen all employees assigned to this contract. Contractor shall ensure all employees assigned to this contract have a valid Guard Card issued by the State of California.

15. Training. Contractor must participate in one half day training with the San Diego Police Department's Psychiatric Emergency Response Team (PERT). It will be the responsibility of the contractor to fund and schedule the training. Class admission is currently \$1,200.00 for 30 students; however rates may be subject to change. For additional information contact PERT Team Coordinator Kim Bozart at 944-6444.

Contractor may be required to participate in customer service training to be coordinated in cooperation with DSDP Management.

16. Attributes and Conduct of Personnel. Contractor's personnel shall conduct themselves in a professional and courteous manner at all times while on duty. They shall not use offensive language, perform their services under the influence of alcohol or illegal drugs, or engage in any form of illegal or other activities that would bring discredit to the DSDP. All employees shall be clean, courteous, neat in appearance, and must wear the DSDP uniform with the DSDP Clean & Safe Program logo on the uniform. They must be able to read, write, and verbally communicate in English. Employees must demonstrate the capability and willingness to communicate effectively with members of the public to include the homeless and mentally ill population. At the sole discretion and request of the DSDP, Contractor agrees to reassign any of its employees to other duties if their conduct is determined by the DSDP to be detrimental to the best interests of the DSDP.

17. Uniforms. All work attire must be complete, clean, odor free, with no stains, rips, or holes.

- Polo-style Shirts or T-Shirts: Must be tucked in at all times. Whether long sleeve or short sleeve, if visible from collar the shirt must be white or blue. Explicit or suggestive language or images are forbidden.

- Pants/Shorts: pants or shorts must not be ripped, worn, torn, or frayed. Pants and shorts must be worn above hip bone and should not be baggy or sagging.
- Shoes: Shoes must be clean, in good repair and conform to the safety standards of your service.
- Socks: Must wear black or white socks when wearing shorts, and/or shoes.
- Belt: Belts that are worn should coordinate and not pose a safety hazard.
- Jewelry: Jewelry must not present a safety hazard.
- The DSDP logo shown on the back and front chest of the shirt or jacket must be visible to the public at all time.
- Hygiene: Clean hygiene is expected.
- Hair:
 - Men: Hair must be clean and styled to provide a conservative, neat appearance. Long hair may not fall forward while performing normal job duties. Extreme or bizarre hair colors are not permitted. Facial hair must be neatly trimmed and give a professional appearance.
 - Women: Hair must be clean and styled to provide a conservative, neat appearance. Long hair may not fall forward while performing normal job duties. Extreme or bizarre hair colors are not permitted. Hair clips, ribbons, or bows that coordinate with uniform colors are acceptable.
- Body Art: Tattoos are acceptable, but may not be offensive, derogatory, racial, explicit, or gang related.
- Cell Phone/Pagers: While delivering contracted services personal cell phones, texting devices, pagers, or any other electronic communication devices should not be used unless it is related to the service provided. Per California state law, a hands free device must be employed while driving and speaking on a cell phone.
- Sunglasses: Sunglasses should have a conservative, professional appearance and should only be worn when conditions require.

18. Evaluations. The DSDP and its administrative designee shall conduct a performance evaluation of contractor on an annual basis. Contractor will also conduct personnel evaluations of all employee's under this contract after the employee's first ninety (90) days of employment, and at least annually thereafter, and provide copies of all such evaluations to the DSDP.

19. Obligation to Provide Equipment. The DSDP shall supply equipment; such as dog bags, trash bags and sticker removal equipment to be used in performing the services specified in this Agreement. The Contractor shall ensure that all employees have received the proper training to operate and maintain DSDP equipment. Contractor shall be responsible for damage resulting from carelessness, negligence, or theft of its employees. Contractor's employees are to immediately report to DSDP staff any loss or damage to DSDP vehicles, tools, and equipment. Additionally, the DSDP shall provide social service pamphlets and other public service information that may be necessary for public distribution. The following are provided by the Contractor: phones, uniforms, bikes, Segways, office space, computer data base applications to trap work order data.

Contractor shall possess or shall be able to obtain necessary replacement equipment and manpower to insure that the work will be performed without regard to equipment failures or absenteeism of employees.

Two Way Radios: Contractor shall assure two way radios are provided for each in service employee and utilize a FCC registered frequency provided by DSDP. Contractor will either provide radios at their own expense or utilize available units provided by DSDP. Contractor shall assume all maintenance and replacement costs of DSDP equipment.

Service Activity Documentation: All service activity will be entered into the required data collection software. It will be the responsibility of the contractor to procure the necessary Iphone and software application titled Eponic. Contractor will be charged a service fee of \$75 per month per phone by Eponic Corporation. Contact Executive Director, Bahija Hamraz, at 619-234-8900 for further instruction.

20. Logos and Signage. Any and all uniforms/equipment/vehicles must carry DSDP-designed signage and logos. DSDP logos and signage will be provided to Contractor by DSDP. All transportation equipment must possess a unique identification number.

21. Standard Of Performance/Right To Inspection. The Contractor's performance shall at all times meet with the satisfaction of DSDP & Clean & Safe Program staff. Services proposed shall be exactly as specified herein and shall be subject to inspection and test by DSDP. If services furnished are found to be incomplete, not completed as specified, or do not meet with the satisfaction of DSDP, staff may, at its option, reject them and require the Contractor to complete the service to their satisfaction.

22. Safety, Health & Fire Protection. All services provided pursuant to this Agreement shall comply with OSHA standards and regulations and all applicable government laws and orders as outlined by any applicable governing agency. The safety of all persons employed by the Contractor in DSDP's service area shall be the sole responsibility of the Contractor. The Contractor shall take all reasonable measures and precautions at all times to prevent injuries, to, or the death of any of its personnel assigned to DSDP service areas. Such measures and precautions shall include, but not be limited to, all safeguards and necessary warnings concerning DSDP's service area, which could be dangerous, and to prevent accidents of any kind. The Contractor shall comply with all DSDP's safety rules and regulations when on DSDP's premises and in the district.

23. Termination. If not terminated sooner, this Agreement shall terminate automatically on June 30, 2015. DSDP may, at any time, terminate this Agreement without cause upon thirty day (30) notice to Contractor. Upon termination of this Agreement, Contractor's right to compensation shall immediately cease except for amounts payable hereunder prior to the date of termination. Upon termination or expiration of this Agreement, Contractor shall (a) forward to DSDP any payments received

following expiration of this Agreement (b) promptly deliver any documents and records relative to this provision of services provided hereunder to DSDP (c) immediately surrender to DSDP or its designee any other funds or property belonging to DSDP. Upon termination of this Agreement, the independent contractor relationship created hereby shall immediately cease. Notwithstanding the foregoing, DSDP may terminate this Agreement upon three day (3) notice for Contractor's failure to comply with all of its obligations under this Agreement.

24. INSURANCE REQUIREMENTS. Prior to the Commencement Date, Contractor shall furnish DSDP with a certificate(s) of insurance and the endorsements specified below, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below. Contractor agrees to provide to The City of San Diego and its respective elected officials, officers, employees, agents and representatives the same protection as afforded to DSDP.

25a. Certificates. All certificates shall provide for thirty-days (30) written notice with the exception of ten days (10) written notice in the event of non-payment of premium to DSDP prior to the cancellation of any insurance referred to therein. Failure to maintain the required insurance may result in termination of this Agreement at DSDP's option. In addition, no payments will be made to Contractor unless current Certificates of Insurance as required herein have been provided.

25b. Insurance Companies. All insurance companies providing coverage shall be licensed to do business in the State of California, and have a minimum rating published by A.M. Best & Company of A-VII or better.

25c. Liability Insurance. The Contractor shall maintain throughout the period of this contract Commercial General Liability (CGL) and commercial umbrella insurance (if applicable to meet minimum limit requirement) with a limit of not less than \$1 million (\$1,000,000) per occurrence with \$2 million (\$2,000,000) in general aggregate. CGL insurance shall be written on the most current version of ISO occurrence form CG 00 01 or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent Contractors, products/complete operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). Any endorsements that restrict coverage will be submitted to DSDP for review. DSDP and the City of San Diego and its respective elected officials, officers, employees, agents and representatives shall be included as an insured under the CGL, using ISO additional insured endorsement CG 2010 11/85 or a substitute providing equivalent coverage acceptable to DSDP, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance self-insurance programs afforded to DSDP. Contractor waives all rights against DSDP and the City of San Diego and its respective elected officials, officers, employees, for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained pursuant to this Section.

25d. **Other Insurance.** Contractor shall maintain business auto liability and commercial umbrella liability insurance (if applicable to meet minimum requirement) with a limit of not less than \$1 million (\$1,000,000) combined single limit (CSL). Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). Business auto coverage shall be written on ISO form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01. Contractor waives all rights against DSDP and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the business auto liability or commercial umbrella liability insurance obtained pursuant to this Section.

25e. **Worker's Compensation Insurance.** Contractor shall maintain worker's compensation and employer's liability insurance. The Employer's Liability Limits shall not be less than \$1 million (\$1,000,000) each accident for bodily injury by accident or \$1 million (\$1,000,000) each employee for bodily injury by disease. Contractor waives all rights against DSDP and the City of San Diego and their respective elected officials, officers, employees, agents and representatives for recovery of damages to the extent these damages are covered by the worker's compensation and employer's liability insurance obtained pursuant to this Section. Contractor shall provide the DSDP with a waiver of right to recover from others endorsement, Workers Comp Form WC 04 03 06 (Ed. 4-84), or its equivalent.

25. **RELATIONSHIP OF PARTIES.** It is understood by the parties that the Contractor, and its personnel and agents, are independent Contractors with respect to DSDP, and not employees of DSDP. The individuals used to perform such service, as DSDP shall request, shall be personnel of the Contractor, an independent Contractor. The Contractor shall provide the tools of the trade for, and shall have the sole management control over its personnel and agents.

26. **INDEMNITY AND HOLD HARMLESS.** All services in connection with this Agreement shall be at the risk of Contractor, exclusively. To the fullest extent allowed by law, Contractor shall indemnify, defend (with legal counsel reasonably satisfactory to DSDP and the Clean and Safe Program) and hold harmless the Indemnitees (defined below) from and against any and all Claims (as defined below). Contractor's obligation to defend and indemnify shall be triggered by the assertion of a Claim against any Indemnatee and shall apply whether or not the Contractor or any of the Contractor parties was negligent or otherwise at fault and whether or not the Claim has any merit. However, Contractor shall not be obligated under this Agreement to indemnify any Indemnatee for any Claims arising from the sole negligence or willful misconduct of that Indemnatee. Contractor's obligation shall also include Claims based on duties, obligations, or liabilities imposed on the Indemnitees by statute, ordinance, regulation, or other law. The indemnification obligation hereunder shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any

Contractor Parties under works' or workman's compensation acts, disability benefit acts or other employee benefit acts. For purposes of this Section, (a) a "Claim" is any claim, demand, obligation, cause of action, damage, loss, liability, mechanic's lien, cost or expense (including, without limitation, attorney's fees and costs and other litigation, mediation, or judicial reference expenses) whether based on tort, contract, or equitable principles, in any way rising from or in any way connected with the performance or nonperformance of this Agreement by Contractor's or its employees, agents, independent contractors, suppliers, subcontractors, officers, directors, shareholders, representatives, affiliates, successors or assigns (collectively, "Contractor Parties"), and (b) the "Indemnitees" are DSDP and the City of San Diego and their respective elected officials, officers, employees, agents and representatives, its members, managers, shareholder, and affiliates, successors and assigns of all such parties.

27. Waiver of Default. Any failure of the Clean and Safe Program at any time to enforce or require the strict keeping and performance by the Contractor of any of the terms and conditions of this Agreement shall not constitute a waiver by DSDP or the Clean and Safe Program of a breach of any such terms or conditions in any way of the right of DSDP or the Clean and Safe at any time to avail itself of such remedies as it may have for any such breach of terms and conditions.

28. Confidentiality and Ownership of Work Product. The Contractor recognizes that DSDP and the Clean and Safe Program has and shall have confidential information and proprietary information (collectively "Information"), which are valuable, special and unique assets of DSDP. The Contractor shall not at any time or in any manner, either directly or indirectly, use any information for the Contractor's own benefit, or divulge, disclose, or communicate in any manner any information to any third party without the prior written consent of DSDP. The Contractor shall protect the information and treat it as strictly confidential. A violation of this paragraph shall be a material violation of this Agreement. The confidentiality provision of this Agreement shall remain in full force and effect after the termination of this Agreement.

29. Public Relations/Communications. DSDP retains the right to review and approve any and all communication materials produced by the Contractor or its agent that incorporate or mention DSDP and/or infer a relationship with the Clean and Safe Program. The Contractor must provide copies of all materials, including but not limited to, press information, websites, newsletters, etc., for approval prior to distribution and/or printing. In addition, a complete copy of a press distribution list must be provided by Contractor. The Contractor grants permission to appear in person or in voice, video or photographic presentation for radio, television, web or print media reports and/or media campaign resulting from participation with DSDP. Contractor releases DSDP from any and all claims arising out of such photographing, videotaping, recording, reproducing, publishing or exhibiting.

- 30. Equal Opportunity Employment Endorsement.** The Contractor certifies that in the performance of its duties under this Agreement, there shall be no discrimination on account of race, religion, sex, age, national origin, or sexual orientation. The Contractor shall at all times comply with applicable federal, state, and local laws and regulation pertaining to fair employment practices, including, but not limited to, sexual harassment. Contractor acknowledges it has reviewed, received and will comply with all of the equal opportunity requirements in Section 12(c) (1) of the City Agreement.
- 31. List of Subcontractors or Suppliers.** If the Contractor intends to use subcontractors, the Contractor shall submit a list of subcontractors for approval by DSDP. Any such lists shall show the names of each subcontractor or supplier, describe the portions of the work or product that each provides and provide a detailed description of qualifications. Without the approval of DSDP, the Contractor shall not substitute any subcontractor or supplier in place of the subcontractors designated in the list.
- 32. Compliance and Enforcement.** The Contractor is responsible for informing its subcontractor(s) and supplier(s) as to their respective obligations hereunder. It is further understood that for the purposes of indemnification to DSDP for this Agreement, the Contractor shall assume all responsibility of any and all of its subcontractors and suppliers as if they were employees of the Contractor's organization.
- 33. Documents To Be Submitted.** The Contractor shall submit to DSDP Certificate(s) of Insurance, and a copy of all current and relevant business licenses, permit and other appropriate licensing certificates. The Contractor shall submit to DSDP new and current documentation as each expires.
- 34. Notices.** All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the U.S. mail certified receipt addressed as follows:

If for DSDP:

Downtown San Diego Partnership, Inc.
Clean and Safe Program
ATTN: Bahija Hamraz, Executive Director
1111 Sixth Ave., Suite 101
San Diego, CA 92101
Telephone (619) 234-8900
Fax (619) 234-2303

If for Contractor:

Universal Protection Services

Attn: David Hoffman
~~2655 Camino Del Rio North, Suite 440~~ 1260 Morena, #200
San Diego, CA ~~92108~~ 92110
(619) 275-7000

Either party may change such address from time to time by providing written notice to the other in the manner set forth above.

- 35. Assignment.** The Contractor's obligation under this Agreement may not be assigned or transferred to any other person, firm, or corporation without prior written consent of DSDP, which consent may be withheld in DSDP's sole, absolute and arbitrary discretion.
- 36. Employees and Subcontractors.** The provisions of this Agreement shall also bind the Contractor's personnel and subcontractors that perform services for DSDP under this Agreement.
- 37. Entire Agreement.** This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreement between the parties.
- 38. Attorney Fees.** If the services of any attorney are required by either party to secure performance of this Agreement, or otherwise upon the breach or the default of either party, or if any judicial remedy is necessary to enforce or interpret any provision of this Agreement, including arbitration, the prevailing party shall be entitled to reasonable attorney's fees, costs, and other expenses, in addition to any other relief to which such party may be entitled.
- 39. Amendment.** This Agreement may be modified or amended if the amendment is made in writing and signed by both parties.
- 40. Severability.** If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision the Agreement would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited. The invalidity of such clause shall not otherwise affect the remaining provisions of the Agreement, which shall continue to be enforceable.
- 41. Arbitration.** Any controversy or claim arising out of or relating to this Agreement, or the actual or alleged breach hereof, shall be settled by binding arbitration conducted in the County of San Diego in accordance with, and by [an] arbitrator[s] appointed pursuant to, the Rules of the American Arbitration Association in effect at that time. Judgment upon an award rendered pursuant thereto may be entered in any court having jurisdiction.

42. **Applicable Law.** This Agreement shall be governed by the laws of the State of California.

43. **No Third Party Beneficiary.** The services provided under this Agreement are solely for the benefit of DSDP and neither this Agreement nor any services rendered hereunder shall be deemed to confer any rights on any other party as a third-party beneficiary.


44. **Contract Extension.** At the sole discretion of the Downtown San Diego Partnership/PBID, this contract may be extended on a year to year basis; however in no case shall the renewal extend beyond five years from the date of award of the original contract.

IN WITNESS WHEREOF, this Agreement has been made and entered into as of the date first set forth above.

DSDP:
Downtown San Diego Partnership
Clean & Safe Program (PBID)

CONTRACTOR:
Universal Protection Services

By: 
Name: Bahija Hamraz
Title: Executive Director

By: 
Name: ~~David Hoffman~~ Steve Claton
Title: ~~General Manager, San Diego~~ President