

CITY OF CARSON

CONTRACT TO PROVIDE CITY BUILDING SECURITY SERVICES

This CONSULTANT SERVICES AGREEMENT (the "Agreement") is made and entered into this 1st day of December, 2012 (the "Effective Date"), by and between the CITY OF CARSON, a general law city and municipal corporation, ("City") and CENTRAL PARKING SYSTEM, INC., a California Licensed Private Patrol Service ("Consultant"). The term Consultant includes any professional(s) performing services of any kind under this Agreement. The parties hereto agree as follows:

WHEREAS, Consultant has been providing services in accordance with the Scope of Services attached hereto as Exhibit "A" to City since on or about September 1, 2012; and

WHEREAS, rights, remedies and payment obligations of the parties pertaining to the services performed by Consultant from September 1, 2012 through the Effective Date shall be governed by the terms of this Agreement.

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, the parties hereto agree as follows:

1.0 SERVICES OF CONSULTANT

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Consultant represents and warrants that Consultant is a provider of first class work and services and Consultant is experienced in performing the work and services contemplated herein and, in light of such status and experience, Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Consultant's Proposal. The Scope of Services shall include the Consultant's proposal or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law. All services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered.

1.4 Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Work. By executing this Contract, Consultant warrants that Consultant (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Consultant discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the Contract Officer.

1.6 Care of Work. The Consultant shall adopt¹ reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

1.7 Further Responsibilities of Parties. Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.8 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to five percent (5%) of the Contract Sum or \$5,000, whichever is less; or in the time to perform of up to one hundred eighty (180) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by the City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefore.

1.9 Special Requirements. Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, the Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference, but not exceeding the maximum contract amount of not to exceed Two-Hundred Twenty-Five thousand and Fifty-Six Dollars (\$225,056.00), for two guards ("Contract Sum"), except as provided in Section 1.8. The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with the percentage of completion of the services, (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation. Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expense, transportation expense approved by the Contract Officer in advance, and no other expenses and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City; Consultant shall not be entitled to any additional compensation for attending said meetings.

2.2 Method of Payment. Unless some other method of payment is specified in the Schedule of Compensation, in any month in which Consultant wishes to receive payment, no later than the first (1st) working day of such month, Consultant shall submit to the City in the form approved by the City's Administrative Services General Manager, an invoice for services rendered prior to the date of the invoice. Except as provided in Section 7.3, City shall pay Consultant for all expenses stated thereon which are approved by City pursuant to this Agreement no later than the last working day of the month.

2.3 Availability of Funds. It is mutually understood between the parties that this Agreement is valid and enforceable only if sufficient funds are made available by the City Council of the City for the purposes of this Agreement. The availability of funding is affected by matters outside the City's control, including other governmental entities. Accordingly, the City has the option to void the whole Agreement or to amend the Agreement to reflect unanticipated reduction in funding, for any reason.

3.0 PERFORMANCE SCHEDULE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance. Consultant shall commence the services pursuant to this Agreement upon receipt of a written "notice to proceed," issued by the Contract Officer, and Consultant shall perform all services within the time period established in the "Schedule of Performance" attached hereto as Exhibit "D", if any, and incorporated herein by this reference.

3.3 Force Majeure. The time period specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term & Extended Term. Unless earlier terminated in accordance with Section 7.8 of this Agreement, this Agreement shall continue in full force and effect from and after December 1, 2012, and for three (3) consecutive calendar years thereafter. Thereafter, City shall have the right, in its sole and unfettered discretion, but not the obligation to extend the term of this Agreement for up to a maximum two (2) additional one (1) year extended terms. Unless expressly amended, in writing, the terms and conditions of any extended term(s) of this Agreement shall be upon all of the terms and conditions set forth herein.

4.0 COORDINATION OF WORK

4.1 Representative of Consultant. The following principals of Consultant are hereby designated as being the principals and representatives of Consultant authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

Muhammad Mansoor, General Manager
3420 Bristol St., Suite 225
Costa Mesa, California 92626
Phone: (714) 751-2855
Fax: (714) 751-3650
E-Mail: mmansoor@parking.com

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the foregoing principal(s) may not be replaced nor may the responsibilities of the same be substantially reduced by Consultant without the express written approval of City, not to be unreasonably withheld.

4.2 Contract Officer. The Contract Officer shall be such person as may be designated by the City Manager of City. It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the

Consultant shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.3 Prohibition Against Subcontracting or Assignment. The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

4.4 Independent Contractor. Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Consultant's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

5.0 INSURANCE AND INDEMNIFICATION

5.1 Insurance. Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

(a) Commercial General Liability Insurance. A policy of commercial general liability insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01, with an edition date prior to 2004, or the exact equivalent. Coverage for an additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits. Limits shall be no less than \$5,000,000 general aggregate.

(b) Workers' Compensation Insurance. A policy of workers' compensation insurance on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident for all covered losses.

(c) Automotive Insurance. A policy of comprehensive automobile liability insurance written on a per occurrence basis in an amount not less than \$1,000,000 per accident, combined single limit. Said policy shall include coverage for owned, non-owned, leased and hired cars.

(d) Professional Liability Insurance. A policy of professional liability insurance in an amount not less than \$5,000,000 per claim with respect to loss arising from the actions of Consultant performing professional services hereunder on behalf of the City.

(e) Additional Insurance. Policies of such other insurance, including professional liability insurance, as may be required in the Special Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its officers, employees and agents as additional insureds. The insurer shall waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. All of said policies of insurance shall provide that said insurance may not be amended or cancelled without providing thirty (30) days prior written notice by registered mail to the City. In the event any of said policies of insurance are cancelled, the Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until the Consultant has provided the City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City.

All certificates shall name the City as additional insured (providing the appropriate endorsement) and shall conform to the following "cancellation" notice:

CANCELLATION:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATED THEREOF, THE ISSUING COMPANY SHALL MAIL THIRTY (30)-DAY ADVANCE WRITTEN NOTICE TO CERTIFICATE HOLDER NAMED HEREIN.

[to be initialed] _____

Consultant agrees that the provisions of this Section 5.1 shall not be construed as limiting in any way the extent to which Consultant may be held responsible for the payment of damages to any persons or property resulting from Consultant's activities or the activities of any person or persons for which Consultant is otherwise responsible.

The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City due to unique circumstances.

In the event the Consultant subcontracts any portion of the work in compliance with Section 4.3 of this Agreement, the contract between the Consultant and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Consultant is required to maintain pursuant to this Section 5.1

5.2 Indemnification. Consultant agrees to indemnify the City, its officers, agents and employees against, and will hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities of Consultant, its agents, employees, or subcontractors provided for herein, or arising from the negligent acts or omissions of Consultant hereunder, or arising from Consultant's negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, but excluding such claims or liabilities arising from the negligent or willful misconduct of the City, its officers, agents or employees, who are directly responsible to the City, and in connection therewith:

(a) Consultant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Consultant will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Consultant hereunder; and Consultant agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

6.0 RECORDS AND REPORTS

6.1 Reports. Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if

Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.2 Records. Consultant shall keep such books and records as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required.

6.3 Ownership of Documents. All reports, records, documents and other materials prepared by Consultant, its employees, subcontractors and/or agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials hereunder. Any use of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant, and the City shall indemnify the Consultant for all damages resulting therefrom. Consultant may retain copies of such documents for its own use. Consultant shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom.

6.4 Release of Documents. The reports, records, documents and other materials prepared by Consultant in the performance of services under this Agreement shall not be released publicly without the prior written approval of the Contract Officer.

7.0 ENFORCEMENT OF AGREEMENT

7.1 California Law. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

7.2 Disputes. In the event of any dispute arising under this Agreement, the injured party shall notify the injuring party in writing of its contentions by submitting a claim therefore. The injured party shall continue performing its obligations hereunder so long as the injuring party commences to cure such default within ten (10) days of service of such notice and completes the cure of such default within forty-five (45) days after service of the notice, or such longer period as may be permitted by the injured party; provided that if the default is an immediate danger to the health, safety and general welfare, such immediate action may be necessary. Compliance with the provisions of this Section shall be a condition precedent to termination of this Agreement for cause and to any legal action, and such compliance shall not

be a waiver of any party's right to take legal action in the event that the dispute is not cured, provided that nothing herein shall limit City's or the Consultant's right to terminate this Agreement without cause pursuant to Section 7.8.

7.3 Retention of Funds. Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights & Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

7.7 Liquidated Damages. Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Consultant and its sureties shall be liable for and shall pay to the City the sum of Zero Dollars (\$00.00) as liquidated damages for each working day of delay in the performance of any service required hereunder, as specified in the Schedule of Performance (Exhibit "D"). The City may withhold from any monies payable on account of services performed by the Consultant any accrued liquidated damages.

7.8 Termination Prior to Expiration of Term. This Section shall govern any termination of this Agreement except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Agreement at any time, with

or without cause, upon fourteen (14) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Agreement at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Consultant shall be entitled to compensation for all services rendered through the termination date and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.9 Termination for Default of Consultant. If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.10 Attorneys' Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

8.0 CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest. No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this

Agreement. When requested by the Contract Officer, prior to the City's execution of this Agreement, Consultant shall provide the City with an executed statement of economic interest.

8.3 Covenant Against Discrimination. Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

9.0 MISCELLANEOUS PROVISIONS

Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail to the addresses heretofore below, or to such other addresses as the parties may, from time to time, designate in writing pursuant to the provisions of this section.

City:

City of Carson
701 East Carson Street
Carson, CA 90745-2224
Attention: Kenneth McKay
Phone: (310) 830-7600 ext. 1605
Fax: (310) 513-6243

Consultant:

Muhammad Mansoor, General Manager
3420 Bristol Dt., Suite 225
Costa Mesa, CA 92626
Phone: (714) 751-2855
Fax: (714) 751-3650
E-Mail: mmansoor@parking.com

Copy to:

Central Parking System, Inc.
2401 21st Avenue South
Nashville, TN 37212
Attn: Legal Department

Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.1 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason


of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.2 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

9.3 Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.4 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.


9.5 Warranty & Representation of Non-Collusion. No official, officer, or employee of the Authority has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of the Authority participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code §§ 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any Authority official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any Authority official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in the payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant's Authorized Initials 

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement to be effective December 1, 2012.

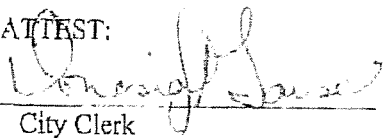
CITY:

CITY OF CARSON,
a municipal corporation



Mayor Jim Dear

ATTEST:



City Clerk

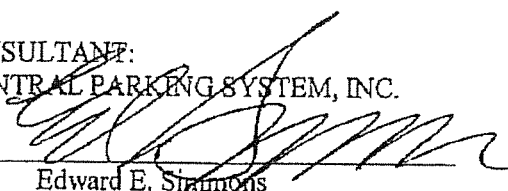
APPROVED AS TO FORM:



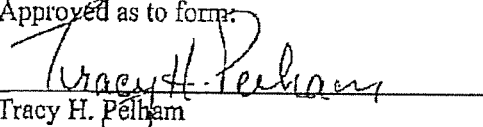
City Attorney

[SIGNATURES CONTINUE ON NEXT PAGE]

CONSULTANT:
CENTRAL PARKING SYSTEM, INC.

By: 
Edward E. Simmons
Executive Vice President

Approved as to form:


Tracy H. Pelham
Associate Counsel

[END OF SIGNATURES]

EXHIBIT "A"

SCOPE OF SERVICES

- A.1 Consultant shall provide security services, on an as needed basis, at Carson City Hall, the Juanita Millender McDonald Community Center, the Corporate Yard and other city facilities as designated by the Contract Officer.
- A.2 Consultant's security personnel are to be properly trained, licensed and dressed in appropriate uniforms as specified by the Contract Officer. Consultant's security personnel are to be unarmed.
- A.3 Consultant's security personnel shall consist of one supervisor/officer and one security officer, which may be increased at the Contract Officer's discretion, and upon thirty (30) days' advanced written notice is provided to Consultant.
- A.4 The Contract Officer shall determine the hours of work. All changes to the hours of work will be approved, in writing and in advance, by the Contract Officer. The Contract Officer shall have the right to modify levels of service subsequent to the execution this Agreement.
- A.5 All hours shall be worked by two (2) security officers, working eight hour shifts, forty hours per week five (5) days per week, Monday through Friday. Each officer assigned shall work forty (40) hours per week. Hours of work shall be worked as assigned by the city.
- A.6 Consultant's security personnel shall be direct employees of Consultant, fully trained, a minimum of 21 years of age and capable of performing assigned duties. Consultant's security personnel shall not have been convicted of any crimes other than minor traffic violations.
- A.7 Consultant's security personnel may be substituted provided the same shall be equal in ability, skill and knowledge to Consultant's security personnel being replaced. Substitute security personnel will be billed at the same rates specified herein.
- A.8 Consultant shall provide a field supervisor who must be present in the city during working hours to supervise all security personnel on duty. The field supervisor may also work as a security officer. The field supervisor shall have substantial expertise and experience in security functions to the reasonable satisfaction of the Contract Officer. The supervisor shall be the primary contact between the Contract Officer and Consultant on matters relating to contract enforcement issues as provided by the RFP. In addition, the supervisor shall:
1. Contact designated City personnel at least once each day to discuss and clarify operational assignments and receive any special instructions.

2. Ensure the Consultant's security personnel perform duties as specified in this Agreement.
3. Prepare and submit periodic progress and status reports as required by the city.

A.9 Consultant shall also designate a second level supervisor, who need not be present in the city. Such designee shall be a member of the Consultant's corporate management staff. Such designee shall have supervisory authority over all Consultant personnel performing duties in Carson and shall be authorized to represent the Consultant on items of policy.

A.10 Consultant shall furnish all uniforms for Consultant's security personnel assigned to work in Carson. Specifications including shirts, trousers, ties, color and markings shall be as specified and approved by city. Uniforms shall properly fit with no rips or tears, and must be clean and pressed to present a neat appearance.

A.11 All security officer personnel to be assigned to work in the city of Carson shall be subject to review and prior approval by city. The city shall have the right to interview and/or test contract personnel before they are assigned to work in the city of Carson.

A.12 Should Consultant's security personnel appear to exceed or abuse their authority, violate city policies and/or procedures, or fail to act in an acceptable fashion, the Contract Officer shall have the authority to require Consultant to remove such Consultant's security personnel, cancel this Agreement, and require forfeiture of the Consultant's performance bond.

A.13 Consultant's security personnel shall be required to engage in a high degree of public contact. Discourtesy, rudeness, use of profanity or physical contact by the Consultant's security personnel is unacceptable. Such unacceptable behavior may result in the immediate removal of the offending security personnel from performance of duties under this Agreement.

A.14 City will provide Consultant's security personnel with portable radio units with frequencies that will enable communication between Consultant's security personnel and the city's Public Safety Department personnel and office. Consultant shall reimburse City for any loss or damage to the radios except for normal wear and tear. Such reimbursement may be by deduction from Consultant's periodic compensation. Consultant's security personnel shall conform to city radio procedures at all times.

A.15 Prior to assignment within City, Consultant's security personnel are required to have received:

- A. Training in security and emergency procedures, crowd control, and public relations.
- B. Each of Consultant's security personnel must be trained by Consultant on-site at the city facility by a supervisor provided by the Consultant. The initial training provided by the Consultant shall include, but not be limited to:

1. Training on all areas which are required duties of the security guard; including familiarity with city facilities, working with the general public, and complete working knowledge of its security systems.
2. The importance of image, dress, appearance, attitude, and general demeanor.
3. Training in a variety of disciplines that will assist him/her to carry out his/her duties in a professional manner.
4. All Consultant's security personnel to be assigned to any City facility (including any backup or substitute security personnel) must be trained in all areas of City security guard functions.
5. Refresher training shall be done by the Consultant on a quarterly basis for all Consultant's security personnel assigned to any City facilities. Refresher training shall be designed to ensure that all security guards are proficient in all areas of security guard operation.

A.16 Consultant shall ensure that all Consultant's security personnel to be assigned to any City facilities receive all training required by state, local or other laws or regulations for security guards.

A.17 Consultant's security personnel shall each possess all licenses, registrations, and permits required by the California Department of Consumer Affairs, Bureau of Collection and Investigative Special Provisions. Such licenses and permits are to be presented to the Contract Officer on demand, and shall include the following:

1. Private Patrol Operations License: Consultant shall furnish its current and valid private patrol operator's number and expiration date. If Consultant's Private Patrol Operations License expires or is suspended or revoked, this Agreement will be subject to immediate termination at the election of the Contract Officer and the same shall constitute a material breach of this Agreement.
2. Guard Registration Card: Consultant's security personnel shall each be registered with the State of California and shall have a current and valid registration card in their possession while on duty.
3. Drives License: Consultant's security personnel shall each possess a valid State of California Driver's License. There shall be no exception to this requirement.

EXHIBIT "B"

SPECIAL REQUIREMENTS

B-1. City hereby waives Section 7.7 of the Agreement.

EXHIBIT "C"

SCHEDULE OF COMPENSATION

C-1. Consultant shall be compensated for the Scope of Services as set forth below:

1st year of agreement – not to exceed \$72,800.00 for two guards (one supervisor/guard, 1 guard)

Hourly rate for one (1) supervisor = \$17.50/hour

Forty hour week = \$700.00, fifty-two weeks per year = \$36,400.00

Hourly rate for one (1) guard = \$17.50/hour

Forty hour week = \$700.00, fifty-two weeks per year = \$36,400.00

Any additional guard(s) to be billed at the same hourly rate of \$17.50

2nd year of agreement – not to exceed \$75,004.80 for two guards (one supervisor/guard, 1 guard)

Hourly rate for one (1) supervisor = \$18.03/hour

Forty hour week = \$721.20, fifty-two weeks per year = \$37,502.40

Hourly rate for one (1) guard = \$18.03/hour

Forty hour week = \$721.20, fifty-two weeks per year = \$37,502.40

Any additional guard(s) to be billed at the same hourly rate of \$18.03

3rd year of agreement – not to exceed \$77,251.20 for two guards (one supervisor/guard, 1 guard)

Hourly rate for one (1) supervisor = \$18.57/hour

Forty hour week = \$742.80, fifty-two weeks per year = \$38,625.60

Hourly rate for one (1) guard = \$18.57/hour

Forty hour week = \$742.80, fifty-two weeks per year = \$38,625.60

Any additional guard(s) to be billed at the same hourly rate of \$18.57

4th year of agreement (if required) – not to exceed \$77,251.20 for two guards

Hourly rate for one (1) supervisor = \$18.57/hour

Forty hour week = \$742.80, fifty-two weeks per year = \$38,625.60

Hourly rate for one (1) guard = \$18.57/hour

Forty hour week = \$742.80, fifty-two weeks per year = \$38,625.60

Any additional guard(s) to be billed at the same hourly rate of \$18.57

5th year of agreement (if required) – not to exceed \$77,251.20 for two guards

Hourly rate for one (1) supervisor = \$18.57/hour

Forty hour week = \$742.80, fifty-two weeks per year = \$38,625.60

Hourly rate for one (1) guard = \$18.57/hour

Forty hour week = \$742.80, fifty-two weeks per year = \$38,625.60

Any additional guard(s) to be billed at the same hourly rate of \$18.57

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

D-1. Consultant shall perform the services as and when requested by City pursuant to the Scope of Services, commencing upon its receipt of a written "notice to proceed," issued by the Contract Officer, and shall continue rendering the same thereafter until the Scope of Services is completed or until this Agreement is terminated, whichever shall first occur.