Docusign Envelope ID: 081D95EF-4ED4-8FC1-833A-9444497B1138

CITY OF UPLAND
PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into as of November 1, 2026 by and between the City of Upland, a public agency organized and operating under the laws of the State of California with its principal place of business at 460 N. Euclid Avenue, Upland, CA 91786 ("City"), and American Global Security, Inc., a California Corporation with its principal place of business at 9410 Topanga Canyon Blvd, Ste 202, Chatsworth CA 91311 (hereinafter referred to as "Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

RECITALS

A. City is a public agency of the State of California and is in need of professional services for the following project:

Metrolink Station Security Guard Services (hereinafter referred to as "the Project").

B. Consultant is duly licensed and has the necessary qualifications to provide such services.

C. The Parties desire by this Agreement to establish the terms for City to retain Consultant to provide the services described herein.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

Consultant shall provide the City with the services described in the Scope of Services attached hereto as Exhibit "A."

2. Compensation.

a. Subject to paragraph 2(b) below, the City shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit "B."

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of **$166,258.98 per fiscal year**. This amount is to cover all printing and related costs, and the City will not pay any additional fees for printing expenses. Periodic payments shall be made within thirty (30) days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

c. The City Manager may approve Additional Work, as further defined in Section 3, up to ten percent (10%) of the amount of the Agreement or fifty thousand dollars ($50,000.00). Any additional work in excess of this amount shall be approved by the City Council.

3. Additional Work.

Docusign Envelope ID: 081D95EF-4ED4-8FC1-833A-9444497B1138

If changes in the work seem merited by Consultant or the City, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the City by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the City and executed by both Parties before performance of such services, or the City will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by City.

5. Term.

The term of this Agreement shall be from **November 1, 2026** to **June 30, 2029**, unless earlier terminated as provided herein. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Project. Consultant shall perform its services in a prompt and timely manner within the term of this Agreement and shall commence performance upon receipt of written notice from the City to proceed ("Notice to Proceed"). The Notice to Proceed shall set forth the date of commencement of work.

Option – Five (5) additional One (1) year terms.

6. Delays in Performance.

a. Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; pandemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

b. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

7. Compliance with Law.

a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

b. If required, Consultant shall assist the City, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.

c. If applicable, Consultant is responsible for all costs of clean up and/or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

Docusign Envelope ID: 081D95EF-4ED4-8FC1-833A-9444497B1138

8. Standard of Care.

Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

9. Assignment and Subconsultant.

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates, and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

10. Independent Contractor.

Consultant is retained as an independent contractor and is not an employee of City. No employee or agent of Consultant shall become an employee of City. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from City as herein provided.

a. PERS Eligibility Indemnification

In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System ("PERS") to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

11. Insurance. Consultant shall not commence work for the City until it has provided evidence satisfactory to the City it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

a. Commercial General Liability

(i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the City.

Docusign Envelope ID: 081D95EF-4ED4-8FC1-833A-9444497B1138

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

(1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

(iii) Commercial General Liability Insurance must include coverage for the following:

(1) Bodily Injury and Property Damage
(2) Personal Injury/Advertising Injury
(3) Premises/Operations Liability
(4) Products/Completed Operations Liability
(5) Aggregate Limits that Apply per Project
(6) Explosion, Collapse and Underground (UCX) exclusion deleted
(7) Contractual Liability with respect to this Agreement
(8) Property Damage
(9) Independent Contractors Coverage

(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(v) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the City, and provided that such deductibles shall not apply to the City as an additional insured.

b. Automobile Liability

(i) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the City.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(iii) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status.

(iv) Subject to written approval by the City, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the City as an additional insured, but not a self-insured retention.

c. Workers' Compensation/Employer's Liability

Docusign Envelope ID: 081D95EF-4ED4-8FC1-833A-9444497B1138

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

d. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the City and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

e. Minimum Policy Limits Required

(i) The following insurance limits are required for the Agreement:

	Combined Single Limit
Commercial General Liability	$2,000,000 per occurrence/$4,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	$1,000,000 combined single limit
Employer's Liability	$1,000,000 per accident or disease
Professional Liability	$1,000,000 per claim and aggregate (errors and omissions)

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

f. Evidence Required

Docusign Envelope ID: 081D95EF-4ED4-8FC1-833A-9444497B1138

Prior to execution of the Agreement, the Consultant shall file with the City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

g. Policy Provisions Required

(i) Consultant shall provide the City at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the City at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the City or any named insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to provide a waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

h. Qualifying Insurers

(i) All policies required shall be issued by acceptable insurance companies, as determined by the City, which satisfy the following minimum requirements:

Docusign Envelope ID: 081D95EF-4ED4-8FC1-833A-9444497B1138

(1) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VIII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

i. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(iii) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(iv) Neither the City nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

j. Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the City that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the City as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, City may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

12. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

Docusign Envelope ID: 081D95EF-4ED4-8FC1-833A-9444497B1138

b. If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

13. California Labor Code Requirements.

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

b. If the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

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

14. Verification of Employment Eligibility.

Docusign Envelope ID: 081D95EF-4ED4-8FC1-833A-9444497B1138

By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

15. Reserved.

16. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of San Bernardino, State of California.

17. Termination or Abandonment

a. City has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, City shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. City shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by City and Consultant of the portion of such task completed but not paid prior to said termination. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to City only in the event of substantial failure by City to perform in accordance with the terms of this Agreement through no fault of Consultant.

18. Documents. Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, drawings and specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the City.

19. Organization

Consultant shall assign Christian Mable as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the City.

20. Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described above.

21. Notice

Docusign Envelope ID: 081D95EF-4ED4-8FC1-833A-9444497B1138

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

CITY:	CONSULTANT:
City of Upland	9410 Topanga Canyon Blvd. Ste 202
460 N. Euclid Avenue	Chatsworth, CA 91331
Upland, CA 91786	Attn: Christian Mable
Attn: Eric DiVincenzo	
Police Department	

and shall be effective upon receipt thereof.

22. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

23. Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

24. Entire Agreement

This Agreement, with its exhibits, represents the entire understanding of City and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

25. Severability

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the remaining provisions unenforceable, invalid or illegal.

26. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each Party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of City. Any attempted assignment without such consent shall be invalid and void.

Docusign Envelope ID: 081D95EF-4ED4-8FC1-833A-9444497B1138

27. Non-Waiver

None of the provisions of this Agreement shall be considered waived by either Party, unless such waiver is specifically specified in writing.

28. Time of Essence

Time is of the essence for each and every provision of this Agreement.

29. City's Right to Employ Other Consultants

City reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

30. Prohibited Interests

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

[SIGNATURES ON FOLLOWING PAGE]

Docusign Envelope ID: 081D95EF-4ED4-8FC1-833A-9444497B1138

SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF UPLAND AND AMERICAN GLOBAL SECURITY, INC.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CITY OF UPLAND

By: DocuSigned by: Michael Blay ED26F9DCC3FF48A...
Michael Blay
City Manager

ATTESTED BY:

DocuSigned by: Keri Johnson F421A6F83BE3477A...
Keri Johnson, CMC
City Clerk

APPROVED AS TO FORM:

Signed by: Thomas Rice 0A98303EF9C842A...
Best Best & Krieger LLP
City Attorney

AMERICAN GLOBAL SECURITY, INC.

By: Signed by: Sulaiman Abdul Wali 8338943A46814D1...

Its: Regional Vp

Printed Name: Sulaiman Abdul Wali

By: Signed by: Noman Wardak 8030CC53D5FD480...

Its: Manager

Printed Name: Noman Wardak

(Two signatures required for corporations pursuant to California Corporations Code Section 313, unless corporate documents authorize only one person to sign this Agreement on behalf of the corporation.)

Docusign Envelope ID: 081D95EF-4ED4-8FC1-833A-9444497B1138

EXHIBIT "A"

SCOPE OF SERVICES

FOR METROLINK STATION SECURITY GUARD SERVICES

Background

The City of Upland invited qualified vendors to submit proposals for security guard services at the Metrolink Station Facility. Consultant submitted a proposal and "Vendor References" in response to the City's request for proposals, and the City selected Consultant to provide the services described in this Exhibit "A."
For purposes of this Exhibit A, any reference to "Vendor" or "Contractor" means "Consultant," as defined in the Agreement.

Scope of Services

The Vendor shall provide professional Security Guards (Unarmed), equipment, tools, materials, supervision, and other items necessary to perform security patrol services as indicated throughout this RFP. The successful Vendor must be able to perform to the minimum standards stated herein. The City expressly reserves the right and is at the City's sole discretion to request the removal and replacement of any security guards who, in the City's opinion, is for any reason unsatisfactory.

1. Specifications

To include but not be limited to the following**:**

A. Guard the property against fire, theft, damage, vandalism, and graffiti.

B. Report ONLY and document, in accordance with procedures, any unusual activity, hazardous conditions, damage or situations that may develop into potential facility damage and /or suspicious activity.

C. Maintain daily log for each shift, incident reports and activity reports as required.

D. Appropriately report and respond to potential and actual emergencies such as fire, medical, situations or threats to the public, City staff or property.

E. Carry a radio or phone for immediate contact with Vendors Command Center, City staff and the City of Upland Police Station.

F. Carry all devices necessary to implement the requirements for Post Management / Tour Verifications System described herein.

G. Politely interact with the public and always maintain a professional demeanor.

Docusign Envelope ID: 081D95EF-4ED4-8FC1-833A-9444497B1138

2. Service Location(s). The City reserves the right to change service schedules/hours at its own discretion. The City will make every reasonable effort to provide Vendor with a fourteen (14) day notice prior to any schedule change. All changes in service will be calculated based on the unit rates quoted herein.

3. Estimates. The following days/times are current estimates as provided by Metrolink**.** Metrolink operation schedules/times of day are subject to adjustments in relation to rider demand. In the event of Metrolink schedule adjustments, Security Services will be required to adjust accordingly.

A. Metrolink Station – 300 E. A Street. Total hours per week = 127.0

Monday thru Friday 4:00am-11:00pm (19.0 hrs. per day)
Saturday 7:00am-11:00pm (16.0 hrs. per day)
Sunday 7:00am-11:00pm (16.0 hrs. per day)

Designated Metrolink Parking Lots are officially located at the following locations**:**

1. All parking lots designated as “Metrolink Parking”, which include the following.

2. All lots on the south side of “A” Street between 1st Ave & 6th Ave**.**

Provide Security Guard services for Metrolink Train Station and adjoining parking lots. Services include platform security, patrol routes and parking lot surveillance. Perform random patrols that cannot easily be timed by people planning to execute illicit activities while security’s attention is elsewhere. Vendor is to furnish, install and maintain electronic patrol tour verification devices at these locations. Note – Station Platform Security Guard visual presence shall occur during all train service stop times.

4. Definitions

A. Daily Activity Report: “Daily Activity Report” as used herein includes the daily log, and a printout of the scan log from the tour verification system of the guard’s locations throughout his or her shift.

B. Daily Log: “Daily Log” as used herein is a detailed written log prepared by the individual guards documenting all activities during their individual working hours.

C. Shift: “Shift” as used herein is the period services are to be provided at a given facility during a 24-hour period. Example: M-TH, 7am-7pm is four twelve-hour shifts per week with each shift beginning at 7:00 am and ending at 7:00 pm. regardless of how the vendor covers the shift.

5. General Requirements

Docusign Envelope ID: 081D95EF-4ED4-8FC1-833A-9444497B1138

A. Vendor shall possess a current private operator's number/Private Patrol Permit number from the State of California Department of Consumer affairs, bureau of Security and Investigative Services. The contract will be automatically nullified should the license become expired, suspended or revoked.

B. Vendor shall have at least five (5) years continuous professional experience in providing and managing security services in similar settings. Experience providing services to local governments preferred.

C. Vendor shall have no record of unsatisfactory performance. Vendors who are or have been deficient in current or recent contract performance, in the absence of circumstances properly beyond the control of the Vendor, shall be presumed to be unable to meet this requirement.

D. Security Guards provided by the successful Vendor shall be registered with the California Department of Consumer Affairs and shall possess a current, valid Guard Registration Card while on duty.

E. Security Guards are to possess valid CA driver's license and must be at least 21 years of age.

F. Security Guards shall be trained and certified and have at least three (3) years continuous professional experience.

G. The successful Vendor shall be required to enter a PSA with the City and comply with all Insurance requirements stated therein.

H. Each security guard provided by the Vendor shall have the ability to read and write the English language; obtained a high school diploma or G.E.D.; understand and carry out oral and written directions; think and act quickly and effectively in emergencies; and write accurate and clear reports.

I. Vendor shall ensure that Security Guards are neat in appearance, wear a uniform with name tag and security officer badge as normally worn in commercial security services.

J. Vendor shall furnish, install and maintain electronic post management / patrol tour verification devices at all locations for which services are provided under said contract.

K. Post Management / Tour Verification System shall;

1. Use either RFID tags, bar codes, QR codes or other approved devices at all security locations.

2. Log the hours of patrol through individual scans as guards pass the point.

Docusign Envelope ID: 081D95EF-4ED4-8FC1-833A-9444497B1138

3. Use GPS to validate the position of the devices when scanned.

4. Provide a separate continuous, real-time, GPS track of all vendor-owned vehicles' movements and locations during service hours. Vehicle log shall include vehicle speed at any given point in time.

5. Provide the City with real-time web-based access to the tour verification system, including but not limited to patrol log, maps with patrol routes and timelines, incident reports, and any other information related to services performed for the City.

6. Be in place and fully operational within thirty days of the notice to proceed.

7. Notify City staff if the system goes off-line for any reason during the term of the contract. If the system is offline the daily log portion of the daily activity reports shall be submitted to the City Representative within 24 hours of the end of each shift at the affected locations. Failure to provide daily activity reports during system outages within 24 hours of the end of each shift will result in deductions pursuant to "Special Provisions" Section (7)(B).

8. Have the capability to be back online with 72 hours of an outage. Failure to have the tour verification system online within 72 hours will result in deductions pursuant to "Special Provisions" Section 7(A).

L. Vendor shall provide flashlights, batteries, cell phones, radios, security vehicles, reporting forms, electronic patrol tour verification devices and other supplies needed to perform duties as described herein.

M. Vendor shall provide all necessary Personal Protective Equipment (PPE) & sanitary supplies to all security staff members while on duty.

N. Vendor shall prepare daily activity reports for each shift for which services are provided under this contract. The daily activity report shall include the daily log prepared by the guard on duty, a printout of the scan log from the tour verification system and a printout of the GPS track recording the guard's location throughout the shift. Daily activity reports shall be submitted to the City Representative on a monthly basis for a billing period and shall be submitted with each invoice.

O. Vendor shall notify the City Representative by telephone of any accidents or incidents occurring on City property. Said notification shall be made as soon as the situation has stabilized, and it is safe for the guard to do so. In addition, an incident report shall be prepared for all significant incidents occurring during each shift. If there were no significant incidents during a shift an incident report shall be prepared stating that no significant incidents occurred during the shift. Incident reports shall be submitted to the City Representative on a weekly basis by 12:00 noon on Tuesday of the following week unless requested sooner by the City

Docusign Envelope ID: 081D95EF-4ED4-8FC1-833A-9444497B1138

representative. In addition, all incident reports for a billing period shall be submitted with each invoice.

P. Vendor will maintain daily, weekly, and monthly statistics for incident reports, electronic patrol tour reports and provide written reports to the Facilities Superintendent attached to the monthly invoices or upon request.

Q. Vendor will exercise professional judgment and caution in responding to or discovering unsafe conditions, emergency situations and criminal activity. The Vendor will be solely responsible to provide training of all Security Officers in the appropriate response to unsafe conditions, emergency situations and criminal activity.

R. Vendor may be required to provide Security Officers upon special request of the City to arrive within a one-hour period. This may include crowd control, site/perimeter security, secure transportation of performers, and personal protection for performers and/or VIP talent security in relation to performances at City venues.

S. Upon award of a contract the successful Vendor shall identify a contact that will be assigned and responsible for management of the contract and coordination of services directly with the City's contact identified within the PSA. All changes in schedules, requests for service, additional services, etc. shall be mutually agreed upon by way of Addendum signed by both parties, prior to any changes in service being made.

T. Additional service charges shall be in accordance to those rates quoted herein. Any changes in scope, schedules, additional services, etc. shall be denied payment unless documented in writing by way of Addendum and signed by both parties.

U. In accordance with **Proposal Summery Sheet–9**, Guard Mobility Options are defined as the following:

1. Foot Patrol – Security Guard to remain “On Foot” only to perform and survey all required tasks as defined.

Docusign Envelope ID: 081D95EF-4ED4-8FC1-833A-9444497B1138

SPECIAL PROVISIONS

METROLINK STATION SECURITY GUARD SERVICES

The Contractor shall provide Metrolink Station Security Guard Services in accordance with Scope of Services, Special Provisions, the Agreement Terms and Conditions and Technical Specifications.

1. Special License and Permits. The Contractor shall possess and maintain a current private operator's number/Private Patrol Permit number from the State of California Department of Consumer affairs, bureau of Security and Investigative Services. Certifications must be in good standing for the previous five (5) consecutive years without any official unresolved record of complaints registered or filed with the Board or California Department of Consumer Affairs.

2. Dress Code and Appearance. All personnel of the Contractor shall be required to wear uniforms bearing the company name while on the project. Sufficient changes shall be provided to present a neat and clean appearance of personnel at all times. The uniform shall consist of a shirt, trousers or short pants during the summer months and reflective safety jacket with company name during cool weather. Safety vests bearing the company name are not considered a part of the uniform but shall be required to be worn to comply with this contract document. (Failure of an employee to wear a uniform shall result in a $100.00 deduction and forfeiture per occurrence).

3. Personnel Special Requirements. Contractor shall employ sufficient personnel qualified by reason of education, training and experience to discharge the services agreed to be performed by Contractor. Contractor shall provide service of the highest quality at all times, and personnel retained to perform this service shall be temperate, competent and otherwise fully qualified to fulfill the Contractor's obligations under the agreement.

4. Contractor Negligence. Any damage to the City's property which has been determined to be due to the Contractor's negligence shall be corrected at no additional cost to the City.

5. Special Request. The Contractor may be requested by the City Operations staff to perform special tasks which are outside their normal work schedule.

Special Request invoices should be sent to:

City of Upland, Police Department
1499 W. 13th St
Upland, CA. 91786
Attention: Sergeant Eric DiVincenzo

6. Payments / Invoices. Invoices shall be submitted to City within thirty (30) days following the end of the month of the reporting period. The daily, weekly, and monthly

Docusign Envelope ID: 081D95EF-4ED4-8FC1-833A-9444497B1138

statistical reports, daily activity reports, incident reports, and other written reports, required by Section 5(N) of the "Scope of Services", shall be attached to the monthly invoices. Invoices which do not include these reports will be rejected. Failure to submit invoices in this format may result in non-payment until these requirements are met.

7. Deductions.

A. Deductions for standing guard services and patrol routes:
If the tour verification system does not show that a guard is on post, whether standing or a patrol route, then it will be assumed that the guard is absent from the post. Payment deductions will be made on a pro rata basis for all time when a guard is absent from the post.

B. Deductions for tour verification system outages:
Electronic tour verification is an essential service to be provided by the vendor. Pursuant to Section 5(K)(7) under the "Scope of Services" , the vendor shall submit daily activity logs within 24 hours of the end of each shift during system outages. Failure to submit the daily activity logs within 24 hours of the end of the shift will result in the deductions described in section 7.A.

8. Rates

A. Regular Rate – Any day of the week that is not designated as a City recognized holiday.

B. Holiday Rate – Rate shall be paid for scheduled services performed on City recognized holidays except as otherwise noted herein.

C. Overtime Rate – Rate shall be paid only when the City requests a scheduled service be extended on less than twenty-four (24) hour notice and said extension requires an individual guard's shift to exceed eight (8) hours.

D. Holidays – Holidays are as follows:

1. January 1 New Year's Day
2. Last Monday of May Memorial Day
3. July 4th Independence Day
4. First Monday of September Labor Day
5. Fourth Thursday of November Thanksgiving Day
6. December 25th Christmas Day

Docusign Envelope ID: 081D95EF-4ED4-8FC1-833A-9444497B1138

EXHIBIT B

Schedule of Charges/Payments

Consultant will invoice City on a monthly cycle. Consultant will include with each invoice a detailed progress report that indicates the amount of budget spent on each task. Consultant will inform City regarding any out-of-scope work being performed by Consultant. This is a time-and-materials contract.

Docusign Envelope ID: 081D95EF-4ED4-8FC1-833A-9444497B1138

PROPOSAL SUMMARY SHEET - 9

NAME OF PROPOSER: American Global Security, Inc.

The undersigned, hereby declare that we have carefully examined the location of the proposed services, and have read and examined the Contract Documents, including all conditions, specifications, and all Addenda, if any, for **Metrolink Station Security Guard Services, 27 – 001**

We hereby propose to furnish all labor, materials, equipment, tools, transportation, PPE and services, and to discharge all duties and obligations necessary and required to perform and complete the Project ***based on the unit prices*** for the following:

PROPOSED SCHEDULE OF RATES
METROLINK STATION SECURITY GUARD SERVICES

Guard Mobility Options	Regular / Straight Hrs. Est. Annual	Regular / Straight Hr. Rate	Regular / Straight Hr. Subtotal	Holiday / OT. Hrs. Est. Annual	Holiday / OT. Hr. Rate	Holiday / OT. Hr. Subtotal	Annual Total Cost
Foot Patrol Guard Services	6,500 Hrs.	$ 24.99	$162,435.00	102	$37.49	$3,823.98	$166,258.98

- Includes: ALL labor & associated cost as detailed in Exhibit "A" "Scope of Services"

American Global Security, Inc.
Contractor: (Co. Name)

CA PPO License #120021
License #

Signed:

August 31, 2026
Date:

Sulaiman Abdul Wali
Name:

CEO
Title: