

AMENDMENT NO. 3
A1 PROTECTIVE SERVICES, LLC

AGREEMENT FOR PROFESSIONAL SERVICES

This AMENDMENT NO. 3 TO AGREEMENT FOR PROFESSIONAL SERVICES ("Amendment No. 3"), is made and entered this ___ day of _____, 2026, by and between the CITY OF LODI, a municipal corporation, hereinafter called "CITY", and A1 PROTECTIVE SERVICES, LLC, a California limited liability company, hereinafter called "CONTRACTOR".

WITNESSETH:

1. WHEREAS, CONTRACTOR and CITY entered into an Agreement for Professional Services to provide citywide security services on May 24, 2023, Amendment No. 1 on July 6, 2023 and Amendment No. 2 on February 26, 2024 (collectively the "Agreement"), attached hereto as Exhibit 1 and made a part hereof; and
2. WHEREAS, CITY requests to amend the scope in efforts to strengthen public safety and neighborhood support and to better align Safety Ambassador resources where they are needed, attached as Exhibit 2 and Exhibit 3 and incorporated herein; and
3. WHEREAS, CITY also requests to extend the term of the Agreement to October 31, 2026 or until such a time as a new citywide security services agreement is executed, whichever occurs first; and
4. WHEREAS, CITY and CONTRACTOR agree to said amendments.

NOW, THEREFORE, the parties agree to amend the Agreement as set forth above. All other terms and conditions of the Agreement remain unchanged.

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Amendment No.3 on the date and year first above written.

CITY OF LODI, a municipal corporation

A1 PROTECTIVE SERVICES, LLC, a
California limited liability company

AARON M. BUSCH
Interim City Manager

PAULA JONES
Owner/Consultant

ATTEST:

OLIVIA NASHED
City Clerk

APPROVED AS TO FORM:

JOHN M. LUEBBERKE
Interim City Attorney

Exhibit 1 to Amendment 3 (Agreement, AM#1, and AM#2)

City of Lodi
 Change Order Tracking
 Contract # 324001
 Vendor Name: A1 Protective Services

Total Contract Changes

Description	Comments	Reso	Funds
Original		2023-91	1,599,000.00
Amendment	1 - additional work	2023-131	814,612.80
Internal Change Order	ICO 1 - Add CPL Account# 2071300.72450	n/a	-
Amendment	2 - Add funds	2024-10	42,000.00

Revised total: 2,455,612.80

Resolution Tracking

Description	Reso	Funds
Original	2023-91	1,599,000.00
Amendment 1	2023-131	815,000.00
Amendment 2	2024-10	42,000.00

Resolution total: 2,456,000.00

Remaining Balance 387.20

Comments:

Amend 1 adds safety ambassador program to contract.

Exhibit 1 to Amendment 3 (Agreement, AM#1, and AM#2)

Contract Entry Request

PURPOSE: Security Services

Vendor # : _____

Not-To-Exceed/ENCUMBERED: \$2,456,000

Department # 202

Start Date: 7/1/23

Completion Date: 6/30/25

Retainage% (N/A): N/A

Notification%: 75%

Admin to Notify: Andrew Keys

ESCROW ACCOUNT (if applicable): _____

Year	Org	Object	Project Code	Amount
	20071200	72450		\$36,000
	60054105	72499		\$6,000

Note: If Anything doesn't apply don't leave the box empty, input N/A.

ADDITIONAL COMMENTS :

Amendment 2: Adding additional funds of \$42,000, for a contract total not-to-exceed \$2,456,000.

AMENDMENT NO. 2

A1 PROTECTIVE SERVICES, LLC.
CITYWIDE SECURITY SERVICES

THIS AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT, made and entered this 26th day of February, 2024, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and A1 Protective Services, LLC, a California Limited Liability Company (hereinafter "CONTRACTOR").

WITNESSETH:

1. WHEREAS, CONTRACTOR and CITY entered into a Professional Services Agreement on May 24, 2023 in the amount of \$1,599,000 and Amendment No. 1 on July 6, 2023 in the amount of \$815,000, attached hereto as Exhibit A, and made a part hereof ("Agreement"); and
2. WHEREAS, CITY intended to include the Liquidated Damages terms in the Agreement as originally stated in the Request for Proposal as Exhibit G; and
3. WHEREAS, CONTRACTOR agrees to the Liquidated Damages, which are attached hereto and incorporated herein as the Liquidated Damages as Exhibit B; and
4. WHEREAS, CITY agrees to add \$42,000 to the Agreement for overtime and hours worked on holidays listed in Agreement, for a total contract not-to-exceed \$2,456,000; and
5. WHEREAS, all other terms and conditions remain unchanged.

NOW, THEREFORE, all parties agree to amend the contract adding the Liquidated Damages as intended to be in the Agreement, additional funds for overtime, and hours worked on holidays as listed in Agreement, for a total contract not-to-exceed \$2,456,000.

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Amendment No. 2 the date first written above.

CITY OF LODI, a municipal corporation
hereinabove called "CITY"

A1 Protective Services, LLC
hereinabove called "CONTRACTOR"




ANDREW KEYS
Interim City Manager



PAULA JONES
Owner/Consultant

Attest:



OLIVIA NASHED
City Clerk

Exhibit 1 to Amendment 3 (Agreement, AM#1, and AM#2)

Approved as to Form:


KATIE O. LUCCHESI
City Attorney

EXHIBIT A

CONTRACT AMENDMENT No. 1

A1 PROTECTIVE SERVICES, LLC

THIS CONTRACT AMENDMENT No. 1 is made and effective this 6th day of July, 2023, by and between the CITY OF LODI, a municipal corporation, hereinafter called "CITY", and A1 PROTECTIVE SERVICES, LLC, a California Limited Liability Company, hereinafter called "CONTRACTOR."

WITNESSETH:

1. **CONTRACT:** CONTRACTOR and CITY, entered into an Agreement for Public Services on May 24, 2023, attached hereto as Exhibit A and made a part hereof as though fully set forth herein. CONTRACTOR and CITY now desire to expand the scope of services to include additional work for Safety Ambassador Services as outlined in Attachment A and B in an amount not to exceed \$815,000.
2. **TERMS AND CONDITIONS:** All other terms and conditions of the Agreement, except as set forth above, will remain unchanged.

Counterparts and Electronic Signatures. This Agreement and other documents to be delivered pursuant to this Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement or document, and will be effective when counterparts have been signed by each of the parties and delivered to the other parties. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Delivery of a copy of this Agreement or any other document contemplated hereby, bearing an original manual or electronic signature by facsimile transmission (including a facsimile delivered via the Internet), by electronic mail in "portable document format" (".pdf") or similar format intended to preserve the original graphic and pictorial appearance of a document, or through the use of electronic signature software will have the same effect as physical delivery of the paper document bearing an original signature.

CITY OF LODI, a municipal corporation

CONTRACTOR



STEPHEN SCHWABAUER
City Manager


A1 PROTECTIVE SERVICES, LLC,
a California Limited Liability Company

By Paula Jones

Attest:

Title: Owner / Consultant


OLIVIA NASHED
City Clerk

Approved as to Form:


JANICE D. MAGDICH
City Attorney

Attachment A & B



AI Protective Services

11060 White Rock Rd. Suite 280 Rancho Cordova, CA 95670 Phone: (916) 421-3000 Fax: (916) 421-3700

City of Lodi – Security Services 2023 SAFETY AMBASSADOR Scope of Work

This is the scope of work for the Ambassador Program Services for the Security Officers

- Provide (1) Unarmed Security Guard 24 hours a day 365 days a year,
- Provide vehicle patrol check points for the 45 designated locations
- Provide visible uniformed patrol within designated area
- Deter any unwanted or undesirable behavior within designated area
- Will be polite and professional at all times
- Will adhere to local municipal codes with the City of Lodi
- Work independently from and the ability to work closely with the Lodi Police Department
- Answer and respond to merchant calls
- Exercise self-control when dealing with distraught, disturbed, disabled, irate and intoxicated individuals. Handle stressful situations in a reasonable manner.
- Attend relevant trainings provided by the Lodi Police Department with the goal of building knowledge and rapport.
- Will adhere to all approved City of Lodi request.
- City of Lodi provided vehicle(s) along with fuel and required maintenance, will remain the responsibility of the City of Lodi.



AI Protective Services

11060 White Rock Rd. Suite 280 Rancho Cordova, CA 95670 Phone: (916) 421-3000 Fax: (916) 421-3700

**CITY OF LODI
SECURITY SERVICES 2023
SCHEDULE OF PROFESSIONAL FEES
Revision to include Safety Ambassador – 1st, 2nd & 3rd Years**

Proposed Budget – 1st Year

Location	No. of Guards	Days of the Week	Total Annual Hours	Price Per Hour	Total Annual Cost
City Hall Campus	1	Mon. – Fri.	2,785	\$ 30.57	\$ 85,137.45
Lodi Public Library	1	Sun. – Sat.	2,148	\$ 30.57	\$ 65,664.36
Lodi Transit Station and Parking Structures	1	Sun. – Sat.	8,736	\$ 30.57	\$ 267,059.52
Hutchins Street Square (As Needed Services)			As Needed	\$ 30.57	
Safety Ambassador	1	Sun. – Sat.	8,400	\$ 28.96	\$ 243,264.00
Safety Ambassador (Holiday Pay)	1	HOLIDAYS	360	\$ 43.44	\$ 15,638.40

Any hours worked on Observed Holidays will be billed at the Holiday Rate of time and a half of the regular rate.

Proposed Budget – 2nd Year

Location	No. of Guards	Days of the Week	Total Annual Hours	Price Per Hour	Total Annual Cost
City Hall Campus	1	Mon. – Fri.	2,785	\$ 32.01	\$ 89,147.85
Lodi Public Library	1	Sun. – Sat.	2,148	\$ 32.01	\$ 68,757.48
Lodi Transit Station and Parking Structures	1	Sun. – Sat.	8,736	\$ 32.01	\$ 279,639.36
Hutchins Street Square (As Needed Services)			As Needed	\$ 32.01	
Safety Ambassador	1	Sun – Sat.	8,400	\$ 30.40	\$ 255,360.00
Safety Ambassador (Holiday Pay)	1	HOLIDAYS	360	\$ 45.60	\$ 16,416.00

Any hours worked on Observed Holidays will be billed at the Holiday Rate of time and a half of the regular rate.



PPO# 15122

A1 Protective Services

11060 White Rock Rd. Suite 280 Rancho Cordova, CA 95670 Phone: (916) 421-3000 Fax: (916) 421-3700

**CITY OF LODI
SECURITY SERVICES 2023
SCHEDULE OF PROFESSIONAL FEES
Revision to include Safety Ambassador – 1st, 2nd & 3rd Years**

Proposed Budget – 3rd Year

Location	No. of Guards	Days of the Week	Total Annual Hours	Price Per Hour	Total Annual Cost
City Hall Campus	1	Mon. – Fri.	2,785	\$ 33.37	\$ 92,935.45
Lodi Public Library	1	Sun. – Sat.	2,148	\$ 33.37	\$ 71,678.76
Lodi Transit Station and Parking Structures	1	Sun. – Sat.	8,736	\$ 33.37	\$ 291,520.32
Hutchins Street Square (As Needed Services)			As Needed	\$ 33.37	
Safety Ambassador	1	Sun. – Sat.	8,400	\$ 31.76	\$ 266,784.00
Safety Ambassador (Holiday Pay)	1	HOLIDAYS	360	\$ 47.64	\$ 17,150.40

Any hours worked on Observed Holidays will be billed at the Holiday Rate of time and a half of the regular rate.

AGREEMENT FOR PROFESSIONAL SERVICES

ARTICLE 1
PARTIES AND PURPOSE

Section 1.1 Parties

THIS AGREEMENT is entered into on May 24, 2023, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and A1 Protective Services, LLC, a California Limited Liability Company (hereinafter "CONTRACTOR").

Section 1.2 Purpose

CITY selected the CONTRACTOR to provide the services required in accordance with attached Scope of Services, Exhibit A, attached and incorporated by this reference.

CITY wishes to enter into an agreement with CONTRACTOR for Security Services (hereinafter "Project") as set forth in the Scope of Services attached here as Exhibit A. CONTRACTOR acknowledges that it is qualified to provide such services to CITY.

ARTICLE 2
SCOPE OF SERVICES

Section 2.1 Scope of Services

CONTRACTOR, for the benefit and at the direction of CITY, shall perform the Scope of Services as set forth in Exhibit A.

Section 2.2 Time For Commencement and Completion of Work

CONTRACTOR shall commence work pursuant to this Agreement, upon receipt of a written notice to proceed from CITY or on the date set forth in Section 2.6, whichever occurs first, and shall perform all services diligently and complete work under this Agreement based on a mutually agreed upon timeline or as otherwise designated in the Scope of Services.

CONTRACTOR shall submit to CITY such reports, diagrams, drawings and other work products as may be designated in the Scope of Services.

CONTRACTOR shall not be responsible for delays caused by the failure of CITY staff to provide required data or review documents within the appropriate time frames. The review time by CITY and any other agencies involved in the project shall not be counted against CONTRACTOR's contract performance period. Also, any delays due to weather, vandalism, acts of God, etc., shall not be counted. CONTRACTOR shall remain in contact with reviewing agencies and make all efforts to review and return all comments.

Section 2.3 Meetings

CONTRACTOR shall attend meetings as may be set forth in the Scope of Services.

Section 2.4 Staffing

CONTRACTOR acknowledges that CITY has relied on CONTRACTOR's capabilities and on the qualifications of CONTRACTOR's principals and staff as identified in its proposal to CITY. The Scope of Services shall be performed by CONTRACTOR, unless agreed to otherwise by CITY in writing. CITY shall be notified by CONTRACTOR of any change of Project Manager and CITY is granted the right of approval of all original, additional and replacement personnel at CITY's sole discretion and shall be notified by CONTRACTOR of any changes of CONTRACTOR's project staff prior to any change.

CONTRACTOR represents it is prepared to and can perform all services within the Scope of Services (Exhibit A) and is prepared to and can perform all services specified therein. CONTRACTOR represents that it has, or will have at the time this Agreement is executed, all licenses, permits, qualifications, insurance and approvals of whatsoever nature are legally required for CONTRACTOR to practice its profession, and that CONTRACTOR shall, at its own cost and expense, keep in effect during the life of this Agreement all such licenses, permits, qualifications, insurance and approvals, and shall indemnify, defend and hold harmless CITY against any costs associated with such licenses, permits, qualifications, insurance and approvals which may be imposed against CITY under this Agreement.

Section 2.5 Subcontracts

Unless prior written approval of CITY is obtained, CONTRACTOR shall not enter into any subcontract with any other party for purposes of providing any work or services covered by this Agreement.

Section 2.6 Term

The term of this Agreement commences on July 1, 2023 and terminates upon the completion of the Scope of Services or on June 30, 2026, whichever occurs first.

Section 2.7 Option to Extend Term of Agreement

At its option, City may extend the terms of this Agreement for an additional five (5) one (1)-year extensions; provided, City gives Contractor no less than thirty (30) days written notice of its intent prior to expiration of the existing term. In the event City exercises any option under this paragraph, all other terms and conditions of this Agreement continue and remain in full force and effect.

The total duration of this Agreement, including the exercise of any option under this paragraph, shall not exceed eight (8) years.

ARTICLE 3
COMPENSATION

Section 3.1 Compensation

CONTRACTOR's compensation for all work under this Agreement shall conform to the provisions of the Fee Proposal, attached hereto as Exhibit B and incorporated by this reference.

CONTRACTOR shall not undertake any work beyond the scope of this Agreement unless such additional work is approved in advance and in writing by CITY.

Section 3.2 Method of Payment

CONTRACTOR shall submit invoices for completed work on a monthly basis, or as otherwise agreed, providing, without limitation, details as to amount of hours, individual performing said work, hourly rate, and indicating to what aspect of the Scope of Services said work is attributable. CONTRACTOR's compensation for all work under this Agreement shall not exceed the amount of the Fee Proposal.

Section 3.3 Costs

The Fee Proposal shall include all reimbursable costs required for the performance of the Scope of Services. Payment of additional reimbursable costs considered to be over and above those inherent in the original Scope of Services shall be approved in advanced and in writing, by CITY.

Section 3.4 Auditing

CITY reserves the right to periodically audit all charges made by CONTRACTOR to CITY for services under this Agreement. Upon request, CONTRACTOR agrees to furnish CITY, or a designated representative, with necessary information and assistance needed to conduct such an audit.

CONTRACTOR agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of this Agreement. CONTRACTOR agrees to provide CITY or its delegate with any relevant information requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. CONTRACTOR further agrees to maintain such records for a period of three (3) years after final payment under this Agreement.

ARTICLE 4
MISCELLANEOUS PROVISIONS

Section 4.1 Nondiscrimination

In performing services under this Agreement, CONTRACTOR shall not discriminate in the employment of its employees or in the engagement of any sub CONTRACTOR on the basis of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, age, or any other criteria prohibited by law.

Section 4.2 ADA Compliance

In performing services under this Agreement, CONTRACTOR shall comply with the Americans with Disabilities Act (ADA) of 1990, and all amendments thereto, as well as all applicable regulations and guidelines issued pursuant to the ADA.

Section 4.3 Indemnification and Responsibility for Damage

CONTRACTOR to the fullest extent permitted by law, shall indemnify and hold harmless CITY, its elected and appointed officials, directors, officers, employees and volunteers from and against any claims, damages, losses, and expenses (including reasonable attorney's fees and costs), arising out of performance of the services to be performed under this Agreement, provided that any such claim, damage, loss, or expense is caused by the negligent acts, errors or omissions of CONTRACTOR, any subcontractor employed directly by CONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, except those injuries or damages arising out of the active negligence, sole negligence, or sole willful misconduct of the City of Lodi, its elected and appointed officials, directors, officers, employees and volunteers. CITY may, at its election, conduct the defense or participate in the defense of any claim related in any way to this indemnification. If CITY chooses at its own election to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification, CONTRACTOR shall pay all of the costs related thereto, including without limitation reasonable attorney fees and costs. The defense and indemnification obligations required by this Agreement are undertaken in addition to, and shall not in any way be limited by the insurance obligations set forth herein.

Section 4.4 No Personal Liability

Neither the City Council, nor any other officer or authorized assistant or agent or City employee shall be personally responsible for any liability arising under this Agreement.

Section 4.5 Responsibility of CITY

CITY shall not be held responsible for the care or protection of any material or parts of the work described in the Scope of Services prior to final acceptance by CITY, except as expressly provided herein.

Section 4.6 Insurance Requirements for CONTRACTOR

CONTRACTOR shall take out and maintain during the life of this Agreement, insurance coverage as set forth in Exhibit C attached hereto and incorporated by this reference.

Section 4.7 Successors and Assigns

CITY and CONTRACTOR each bind themselves, their partners, successors, assigns, and legal representatives to this Agreement without the written consent of the others. CONTRACTOR shall not assign or transfer any interest in this Agreement without the prior written consent of CITY. Consent to any such transfer shall be at the sole discretion of CITY.

Section 4.8 Notices

Any notice required to be given by the terms of this Agreement shall be in writing signed by an authorized representative of the sender and shall be deemed to have been given when the same is personally served or upon receipt by express or overnight delivery, postage prepaid, or three (3) days from the time of mailing if sent by first class or certified mail, postage prepaid, addressed to the respective parties as follows:

To CITY: City of Lodi
 221 West Pine Street
 P.O. Box 3006
 Lodi, CA 95241-1910
 Attn: Andrew Keys

To CONTRACTOR: A1 Protective Services, LLC
 11060 White Rock Rd., Ste. 280
 Rancho Cordova, CA 95670
 Attn: Paula Jones

Section 4.9 Cooperation of CITY

CITY shall cooperate fully and in a timely manner in providing relevant information it has at its disposal relevant to the Scope of Services.

Section 4.10 CONTRACTOR is Not an Employee of CITY

CONTRACTOR agrees that in undertaking the duties to be performed under this Agreement, it shall act as an independent contractor for and on behalf of CITY and not an employee of CITY. CITY shall not direct the work and means for accomplishment of the

services and work to be performed hereunder. CITY, however, retains the right to require that work performed by CONTRACTOR meet specific standards without regard to the manner and means of accomplishment thereof.

Section 4.11 Termination

CITY may terminate this Agreement, with or without cause, by giving CONTRACTOR at least ten (10) days written notice. Where phases are anticipated within the Scope of Services, at which an intermediate decision is required concerning whether to proceed further, CITY may terminate at the conclusion of any such phase. Upon termination, CONTRACTOR shall be entitled to payment as set forth in the attached Exhibit B to the extent that the work has been performed. Upon termination, CONTRACTOR shall immediately suspend all work on the Project and deliver any documents or work in progress to CITY. However, CITY shall assume no liability for costs, expenses or lost profits resulting from services not completed or for contracts entered into by CONTRACTOR with third parties in reliance upon this Agreement.

Section 4.12 Confidentiality

CONTRACTOR agrees to maintain confidentiality of all work and work products produced under this Agreement, except to the extent otherwise required by law or permitted in writing by CITY. CITY agrees to maintain confidentiality of any documents owned by CONTRACTOR and clearly marked by CONTRACTOR as "Confidential" or "Proprietary", except to the extent otherwise required by law or permitted in writing by CONTRACTOR. CONTRACTOR acknowledges that CITY is subject to the California Public Records Act.

Section 4.13 Applicable Law, Jurisdiction, Severability, and Attorney's Fees

This Agreement shall be governed by the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be venued with the San Joaquin County Superior Court. If any part of this Agreement is found to conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in force and effect. In the event any dispute between the parties arises under or regarding this Agreement, the prevailing party in any litigation of the dispute shall be entitled to reasonable attorney's fees from the party who does not prevail as determined by the San Joaquin County Superior Court.

Section 4.14 City Business License Requirement

CONTRACTOR acknowledges that Lodi Municipal Code Section 3.01.020 requires CONTRACTOR to have a city business license and CONTRACTOR agrees to secure such license and pay the appropriate fees prior to performing any work hereunder.

Section 4.15 Captions

The captions of the sections and subsections of this Agreement are for convenience only and shall not be deemed to be relevant in resolving any question or interpretation or intent hereunder.

Section 4.16 Integration and Modification

This Agreement represents the entire understanding of CITY and CONTRACTOR as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing, signed by both parties.

Section 4.17 Contract Terms Prevail

All exhibits and this Agreement are intended to be construed as a single document. Should any inconsistency occur between the specific terms of this Agreement and the attached exhibits, the terms of this Agreement shall prevail.

Section 4.18 Severability

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

Section 4.19 Ownership of Documents

All documents, photographs, reports, analyses, audits, computer media, or other material documents or data, and working papers, whether or not in final form, which have been obtained or prepared under this Agreement, shall be deemed the property of CITY. Upon CITY's request, CONTRACTOR shall allow CITY to inspect all such documents during CONTRACTOR's regular business hours. Upon termination or completion of services under this Agreement, all information collected, work product and documents shall be delivered by CONTRACTOR to CITY within ten (10) calendar days. CITY agrees to indemnify, defend and hold CONTRACTOR harmless from any liability resulting from CITY's use of such documents for any purpose other than the purpose for which they were intended.

Section 4.20 Authority

The undersigned hereby represent and warrant that they are authorized by the parties to execute this Agreement.

Section 4.21 Federal Transit Funding Conditions

If the box at left is checked, the Federal Transit Funding conditions attached as Exhibit D apply to this Agreement. In the event of a conflict between the terms of this Agreement or any of its other exhibits, and the Federal Transit Funding Conditions, the Federal Transit Funding Conditions will control.

Section 4.22 Counterparts and Electronic Signatures

This Agreement and other documents to be delivered pursuant to this Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement or document, and will be effective when counterparts have been signed by each of the parties and delivered to the other parties. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Delivery of a copy of this Agreement or any other document contemplated hereby, bearing an original manual or electronic signature by facsimile transmission (including a facsimile delivered via the Internet), by electronic mail in "portable document format" (".pdf") or similar format intended to preserve the original graphic and pictorial appearance of a document, or through the use of electronic signature software will have the same effect as physical delivery of the paper document bearing an original signature.

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

ATTEST:

for: Pamela M. Ferris
OLIVIA NASHED
City Clerk

CITY OF LODI, a municipal corporation

[Signature]
STEPHEN SCHWABAUER
City Manager

APPROVED AS TO FORM:
JANICE D. MAGDICH, City Attorney

By: [Signature] (KA)

A1 Protective Services, LLC,
a California Limited Liability Company

By: [Signature]
Name: Paula Jones
Title: Owner/Consultant

Attachments:

- Exhibit A – Scope of Services**
- Exhibit B – Fee Proposal**
- Exhibit C – Insurance Requirements**
- Exhibit D – Federal Transit Funding Conditions (if applicable)**

Funding Source: _____
(Business Unit & Account No.)

Doc ID:

CAI Rev. 03.2023.LT

Scope of Services

CONTRACTOR shall provide security guards and an account manager that will be dedicated to this contract and will respond to the CITY Contract Representatives, as applicable. CONTRACTOR hereby agrees that any of its employees assigned to satisfy CONTRACTOR's obligations under this contract shall be used exclusively for that purpose during the hours when they are working in areas covered by this contract.

CONTRACTOR is required to hire a sufficient number of employees to staff all service locations/posts on a daily basis, including weekends and CITY-recognized holidays. (*CITY-recognized holidays are New Year's Day, President's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Thanksgiving (Thursday and Friday), Christmas Eve, and Christmas Day*). CONTRACTOR will have contingency plans for supplying additional cleared and badged security guard resources as dictated by heightened security levels or unplanned events.

I. Security Guards:

CONTRACTOR shall provide a sufficient number of guards to staff all shifts on a daily basis, including weekends and CITY-recognized holidays. CONTRACTOR shall be directly responsible for the conduct of all employees under the authority of this agreement at the CITY facilities; notwithstanding the legal relationship entered into by and between CONTRACTOR and their employees, even independent contractors.

II. Account Manager:

CONTRACTOR shall maintain an Account Manager sufficient to manage the needs of the contract and the selected individual shall be approved by the CITY Contract Representatives. The Account Manager's function shall be to facilitate the administration of the agreement and to coordinate said operation. The Account Manager shall provide oversight, guidance, and direction to all security guard personnel assigned to work under this contract. The Account Manager will brief with assigned personnel, report on performance, act as necessary to guide and direct low performing employees toward improved productivity and correct inappropriate or poor behavior immediately. Additionally, the Account Manager will receive all Daily Activity Reports and Security Incident Reports from security guard personnel during their shifts and will review each report for completeness and readability.

CONTRACTOR shall keep the CITY Contract Representatives informed, in writing, of the name and telephone number of the Account Manager who can be contacted at any time and who is authorized to represent CONTRACTOR in all matters pertaining to the agreement. The Account Manager shall have a reasonable level of authority to act on behalf of CONTRACTOR on all operational, personnel and contractual matters (i.e. post order modifications, conduct or personnel issues, and notification of security changes). The Account Manager is the CITY's first line of contact for any issue.

III. Field Supervisor:

CONTRACTOR shall provide a Field Supervisor dedicated to this Contract. The Field Supervisor will be responsible for inspecting each site at minimum, monthly. Field Supervisor will be responsible for the following:

- Provide daily, constant and consistent supervision, guidance and direction to all security guard personnel assigned to work under this contract. The Field Supervisor will brief regularly with assigned personnel, report on performance, act as necessary to guide and direct low performing employees toward improved productivity and correct inappropriate or poor behavior immediately. The Field Supervisor is key to the development and continual oversight for field personnel. The Field Supervisor is the first line of contact for personnel for issues observed, low productivity, policy or post order violations and in addition, to recognize excellent performance, support and acknowledge employee initiative, guide and direct and report up the chain of command.
- Receive all Security Incident Reports from security guard personnel during their shifts. Supervisors will also submit Security Incident Reports detailing their involvement in any incidents. Supervisors will review each report for completeness and readability.
- Make random security checks on security personnel to monitor performance and appearance, and on sites to ensure contract performance.
- Monitor the performance and appearance of all staff members.
- The Field Supervisor and Account Manager may be the same person.

1. Removal / Replacement of Contractor Employees

CITY reserves the right to require that CONTRACTOR remove any employee from service to the CITY under this contract upon a determination that the individual is not qualified for either suitability or security reasons, or is found to be unfit for the performance of duties. Any employee that has been removed at the CITY's direction may still be employed by CONTRACTOR for other work not involving the CITY. CONTRACTOR shall bear full financial responsibility for costs when removal/replacement is necessary as determined by the CITY.

2. Required Equipment

All expenses relating to the supply, maintenance, upkeep, and repair/replacement of the equipment are CONTRACTOR's responsibility. CONTRACTOR shall furnish all labor, equipment, materials, and supplies to satisfactorily perform protection and patrol services.

- I. Identification Badge: Picture identification badge with pertinent employee and CONTRACTOR information shall be provided. Each guard must have an authorized identification badge before being admitted to the premises.
- II. Personal Equipment: Flashlights, batteries, and replacement parts, and inclement weather clothing shall be provided as required.

Exhibit 1 to Amendment 3 (Agreement, AM#1, and AM#2)

- III. Communication Equipment: All guards must be equipped with radios or phones capable of communicating with other guards who are elsewhere on site, if applicable, the service provider's dispatch center, and CITY representatives.
- IV. Sweep Verification Equipment: The CITY shall receive daily verification of hourly sweeps performed by CONTRACTOR employees. A key and clock or magnetic card technology system, or equivalent system (i.e. mobile phone app with location scanning), must be provided in order to verify the hourly sweeps.
- V. Motorized Cart: CONTRACTOR shall be responsible to provide a motorized cart-style vehicle (electric only) to be used for patrolling purposes. CONTRACTOR must ensure proper maintenance, storage and/or charging of vehicle, and proper training of said vehicle among its employees.
- VI. Bicycle: CONTRACTOR shall be responsible to provide a bicycle and helmets to be used for patrolling purposes. CONTRACTOR must ensure proper maintenance, storage and proper training of said bicycle among its employees.
- VII. Digital Cameras: All guards must be equipped with devices capable of producing acceptable-quality photographs for incident reporting purposes.
- VIII. Body Cameras: All guards must be equipped with a device capable of video recording guard interactions; the device will be mounted to their chest while patrolling, and should be turned on during incident investigation and/or security guard interactions.
- IX. Non-permitted Weapons: Possession of lethal weapons by guards is prohibited. Guards carrying batons or chemical agents must have a valid certification issued by the State of California and have the certification in their possession at all times while on duty and provide the same to the event attendant or site manager prior to starting a shift.

CONTRACTOR shall repair and/or replace broken, defective or malfunctioning equipment, whether such equipment is in active use or is being used as a backup, within a reasonable time after the need for such repair and/or replacement is discovered.

3. Training Requirements

- I. Contractor Provided
CONTRACTOR must provide appropriate training to employees prior to the start of service and must maintain its on-going training program throughout the term of the agreement to ensure competent work performance. CONTRACTOR must submit training documentation for each employee, upon request. To ensure that the employee can carry out required duties, examples of training may include:

- Legal Aspects of Security
- First Aid
- Fire prevention, control and suppression; use of fire extinguisher
- Hygiene practices
- Hazard communication
- Patrol Techniques
- Security guard safety

Exhibit 1 to Amendment 3 (Agreement, AM#1, and AM#2)

- Crime Prevention
- Traffic control
- Non-confrontational/ "de-escalation" communication techniques.

As a part of its proposal, CONTRACTOR shall identify the training courses given to security guards. The CITY reserves the right to audit CONTRACTOR's training records.

CONTRACTOR shall:

- Maintain files/reports for security-related documentation.
- Assist CITY personnel and transit operations staff in emergency situations to include, but not be limited to: special events, crowd control, service interruptions, collisions, fire/life safety incidents, etc.
- Provide data and/or reporting of incident events for programs, events or plans that support CITY safety and security objectives.
- Provide information as required for reports, criminal trending, calls for service and actions taken on any electronic citation device (devices provided).
- Maintain standards of conduct, which includes but is not limited to: discipline, excellent professional appearance, professional demeanor, integrity, and attention to duty among CONTRACTOR employees.
- Require the security personnel to proactively practice CITY expected conduct, CITY security policies, procedures and orders.
- Act as the agent for the CITY to enforce their published policies and rules. CONTRACTOR will request the assistance of local law enforcement for removal of individuals from the properties when they fail to abide by CITY policies and rules as well as civil and criminal code violations.
- Notify law enforcement of any illegal or unauthorized activity as observed.
- Provide documented account of all activity witnessed and assist law enforcement as required. Ensure that prompt action is taken to address security incidents and, to the extent observed, accidents, fire, property damage and safety hazards.

i. Reporting

CONTRACTOR will provide comprehensive reports and data to the Contract Representatives for the purpose of evaluating the quality and appropriate deployment of security services. Such reports include:

- Daily Activity Report – Detailing notable security-related occurrences, including verification of hourly sweeps
- Incident Report – Detailing significant security-related occurrences; including security and criminal activities, abandoned vehicle information, homeless graffiti, homeless incidents. Provide photographs when appropriate.
- Maintenance Issue Report – Detailing observed facility issues including vandalism to structure or facilities, abandoned property, tampering with facility controls, utilities, and any other appurtenances; including photographs when appropriate. May be included in Daily Activity Reports.
- Once monthly, CONTRACTOR will submit a comprehensive report on the previous month's activities. This report will contain field supervisor's weekly

inspection reports, supervisory review reports, alarm response incidents, a complete listing of incident reports, a complete listing of facilities maintenance issues reported, staff training, staff turn-over statistics, and emerging or continuing challenges or issues.

The Account Manager will be available to meet and discuss incident reports, employee performance, billing questions, and other security issues on an as needed, or regularly scheduled, basis as requested by the CITY.

Reports shall be provided to the CITY in a timely manner; no later than 24 hour from day's end daily activity reports, and within a business day for security incident reports.

II. Duty Assignments

Contractor shall record all duty assignments, in a format approved by the CITY ensuring that the following information is captured:

- Employee start/end date and time
- Post/duty performance
- Employee brief/relief periods
- Supervisory review/inspections
- Signature/print of subject employee
- Signature/print of certifying official

III. Personnel Changes and Substitute Personnel

Substitute personnel shall be equal in qualifications to regularly assigned personnel. CONTRACTOR shall provide guards at fixed posts with fully trained and qualified replacements to allow for comfort, personal needs, stress, meals, or other required or requested absences from post. CONTRACTOR shall provide break relief personnel at no additional charge. All costs associated with this requirement shall be included in the contracted unit rates.

CONTRACTOR shall have the ability to respond to both permanent and temporary changes in staffing or number of posts in the time frame required by the CITY. Verbal notice may be given, when necessary, but will be followed with written notice (see section "3. Locations & Service").

4. Recruitment Responsibilities

CONTRACTOR shall maintain an active personnel screening, recruitment, selection, and retention program to provide sufficient personnel to fill the positions at all posts identified. This program shall aim to deter employee attrition and promote stability in the work force, being sufficient to keep abreast of attrition and shall be an adjunct to the management and training programs.

Exhibit 1 to Amendment 3 (Agreement, AM#1, and AM#2)

I. Minimum Qualifications of Assigned Guards:

Qualifications Include:

- Must be 21 years of age or older.
- May have no felony convictions.
- Must clear background check.
- Must be fluent in English and be able to communicate with the general public in a face-to-face setting or by telephone.
- Must be literate in the English language to the extent of reading and understanding printed regulations, written orders and instructions, training instructions, and be able to compose reports which convey complete information.
- Must be physically capable of operating motor vehicles safely, and possess a valid driver's license.
- Must be mentally alert and capable of making decisions in accordance with rules, regulations and policies.
- Must be able to observe behaviors and report details accurately.
- Must be able to remain in a standing or sitting position for extended periods of time and be able to travel on foot across rough, uneven or rocky surfaces.
- Must be able to work in a variety of weather conditions with exposure to the elements.
- Must maintain a level of physical fitness necessary to climb stairs or ladders, and lift and/or move objects weighing up to 50 pounds. Must be physically capable of performing foot patrols and remaining vigilant and active while on duty.

II. Security Guard Duties and Responsibilities

The duties below are subject to change and shall be enumerated in full detail post-contract award, during orientation, and through post orders:

III. General Duty Requirements

Security Guards shall:

- Carry their certification identification card at the job site.
- Ensure compliance with post order procedures and guidelines.
- Keep the work area free of obstacles and debris.
- Observe and report suspicious activities/persons by contacting 911 in emergencies or for crimes in progress or Lodi Police Department non-emergency line for non-emergencies. In the event of a violation, the guard shall call the appropriate law enforcement agency and, if appropriate, notify the Contract Representative and/or complete necessary reports.
- Summon medical assistance as appropriate.
- Account for all security badges, keys and locks. Keys shall not be duplicated.
 - If a security guard employee loses or duplicates a key without authority, the CITY may require suspension or removal of the individual from the contract.

- If the security of keys or lock system has been compromised by the actions of the security guard, the lock or system shall be replaced in total or in part by the CITY, and all costs for such replacements shall be borne by CONTRACTOR.
- Provide security during special events and emergency situations to protect facilities, employees, properties, and visitors. Security support shall also be provided during investigations of violations of Federal, State, and local laws that appear to pose threats to the security and safety of any facility or personnel.
- Follow any CITY provided specific protocols.
- Follow CONTRACTOR provided site-specific protocols.
- Perform other specific duties as assigned by the Contract Representatives.
- Have a general understanding of counter-terrorism measures and behavior assessment. Report any and all incidents relating to possible or suspected threats to CITY.
- Know how to operate a radio, telephone, or equivalent communication device to dispatch and respond to security incidents and alarms.
- Conduct preliminary and follow-up investigations on incidents or complaints

IV. Patrols and Sweeps

Security Guards shall:

- Walk, bike or use a motorized cart in the supervision of the CITY sites as needed or permitted.
- Monitor building security parameters and report non-compliance of rules and regulations, taking appropriate actions in accordance to post orders.
- Conduct security inspections to ensure the protection of property, building security and fire and safety hazards.
- Conduct hourly scheduled and/or unscheduled security inspections of property and facilities within the purview of this contract.
- Utilize the surveillance system described in 'Scope of Work,' to proactively search for suspicious activity and/or people, and act on surveilled instances when necessary.
- Deviate from prescribed schedules covering patrol routes whenever unusual conditions or circumstances so demand. Such deviations and the reasons therefore are to be recorded in the daily reports.

V. Customer Service Requirements

Security Guards shall:

- Demonstrate a professional attitude at all times and be fully prepared to work at designated times in assigned post areas. Guards must appear professional and must be approachable, calm, energetic, pleasant and polite. Provide personalized service when appropriate to meet customer needs.
- Communicate effectively and maintain eye contact and check for the customer's understanding; i.e., ask questions. The guard must be able to assist any special needs customers and CITY employees.

Exhibit 1 to Amendment 3 (Agreement, AM#1, and AM#2)

- The guard should be discrete, offer a solution and follow through when problems arise. The guard should remain calm, show an understanding for the customer's situation and notify a supervisor or management personnel when necessary to keep a situation from escalating.
- All security guard personnel must be fully trained to provide customer assistance and provide clear and accurate information on request.
- Be courteous, professional and informative when interacting with the public, CITY personnel, contractors and vendors.
- Not accept gratuities and/or gifts, such as money, lunches, or free items.
- Speak clearly and concisely when reporting situations on the radio.

VI. Reporting Requirements.

Security Guards shall:

- Immediately report any confrontations, security-related issues, or safety concerns.
- Report potentially hazardous conditions in buildings or areas and items in need of repair, e.g. inoperative locks, broken fences, barrier damage, lighting and landscaping deficiencies, and any other potentially dangerous situation. CONTRACTOR shall immediately follow up with written reports and log entries.
- Create written incident reports, independent from the police report, of intrusion, fire, theft, vandalism, disruptive behavior, criminal behavior, persons requiring emergency assistance, security breaches, unauthorized entry by any persons known or unknown, conditions which may be a hazard to the health or safety of employees or visitors, surveillance being conducted, or suspicious activity. Incident reports shall list all pertinent facts, including damage to property (with photographs), or the observation of any unusual or suspicious activities, and immediate appropriate action taken to address the issue. Incident reports must be submitted to CITY project representatives within 12 hours after incident occurrence.
- Maintain a written record of all checks performed; include time, date and name of the guard performing the checks.
- Maintain a duty log of activities or incidents that require action at a station or post. Separate additional reports shall be prepared on accidents, injuries, fires, bomb threats and all other unlawful acts, security violations, or any other unusual incidents or events using the prescribed paperwork.
- Ensure that all reports and other documents (i.e. event reports, logs, accident reports, and report of investigations), are written clearly, legibly and accurately. All reports and documents are the property of the CITY.

VII. Security Guard Appearance

A professional appearance is required of all security guards and considered a major asset of any private security company. The CITY prides itself in having a highly motivated, customer service-oriented and professional staff to maintain security at its public transit locations. Any contracted entity must provide this quality of seamless service and will be highly scrutinized.

Guards shall not be permitted to read unauthorized material in public view. No personal phone calls will be permitted except in an emergency.

VIII. Attire

- A CONTRACTOR-issued uniform is required; uniforms are to be of good fit, clean pressed and kept in good repair and condition.
- The CITY will have authority to approve all guard uniforms prior to wear. No unauthorized uniforms or accessories are permitted. Uniform items that resemble any component of Lodi Police Department uniforms will not be approved.
- Shirts/blouses shall be of solid color with shoulder or breast pocket identification patches not less than two (2) inches that include company logo and name
- All outer uniform shirts will be worn with a corresponding crew or v-neck t-shirt so as not to contrast with the outer shirt (i.e. no black or navy blue undershirts under a white uniform shirt).
- All shirts shall be tucked in.
- All guard personnel performing under this contract shall wear the same color and style uniform.
- No guard may enter on duty until he/she has a complete uniform which meets the requirements stated above.
- Any necklaces worn will be conservative and will not be worn on the outside of the uniform shirt.
- Full-length slacks shall be of a solid color.
- Hats are not required, but may be worn if provided by CONTRACTOR and consistent in color, style and logo design of CONTRACTOR. Such hats will be worn appropriately on the head, facing forward. No personally owned hats will be worn. Footwear will be black, laced or zipped, shined and in good repair/condition. Sandals are not allowed. Socks will be color appropriate with the uniform but not white.
- Rain gear and/or jackets with the designated logo may be worn but must match existing uniform.

IX. Hygiene

- All guard personnel shall, at all times while on duty, be neat in dress and use proper hygiene. No smoking, chewing tobacco, or uses of any tobacco products of any kind are permitted while on duty.
- Facial hair if kept in a clean and trimmed manner acceptable to the CITY.
- Body odor shall be controlled so as not to be offensive.
- Proper oral hygiene shall be used.
- Face and body shall be clean and kept free of dirt.
- Make up and nails shall be kept neat and conservative.

X. Professional Conduct

CONTRACTOR shall ensure the highest standards of employee competency, conduct, cleanliness, appearance, and integrity are maintained. Assignments shall be performed in accordance with prescribed regulations as well as in a safe and secure

Exhibit 1 to Amendment 3 (Agreement, AM#1, and AM#2)

manner. Contract personnel are subject to all Federal, State, and local laws in the jurisdiction in which they are performing services. The CITY reserves the right to direct the removal of any security guard determined to be in non-compliance with requirements and CONTRACTOR shall bear full financial responsibility. A determination to remove may be made as a result of violations of post orders, delinquency, or any of the following acts of misconduct with the provisions of section "5. Removal / Replacement of Contractor Employees."

- Failing to demonstrate courtesy and good manners.
- Unauthorized use of CITY property inclusive of computers, communication equipment, telephones or radios, automobiles, or any other CITY property.
- Unauthorized reproduction or recording of CITY property inclusive, but not limited to, surveillance camera footage and security reports.
- Falsifying or unlawfully concealing, removing, mutilating or destroying any official documents, records, badges, keys, or concealing material facts by intentional omission from official documents or records. Entertaining, socializing or entering into business arrangements with, or giving legal advice to persons while on CITY property.
- Recommending an attorney or medical practitioner for any matter or incident involving actions occurring on CITY property.
- Disclosing any official information to include duties or responsibilities under this contract, or writing, or distributing any news or press releases without expressed written permission from the CITY.
- Engaging in inappropriate discussions concerning internal matters, policies, grievances legal issues, or personalities, or financial, personal, or family matters with CITY employees, the public, or any known associate of the above, except as authorized by law.
- Disclosure of duty assignment(s) or security related issues without the express approval of the CITY.
- Neglecting duties by sleeping while on duty, failing to devote full time and attention to assigned duties, unreasonably delaying or failing to carry out assigned task, conducting personal affairs during duty hours and refusing to render assistance or cooperate in upholding the integrity of the work site security, or any other act, that constitutes neglect of duties.
- Failing to remain on duty until properly relieved or deserting a duty post.
- Displaying disorderly or immoral conduct, e.g. using abusive or offensive language, quarrelling, intimidating by words or actions, fighting or participating in disruptive activities.
- Gambling or unlawfully wagering or promoting gambling.
- Accepting gratuities and/or gifts, such as money, lunches, or free items
- Using uniform, uniform or security badge and/or other identification for other than official business while on or off duty.
- Unethical or improper use of official authority identification or credentials e.g. badges, passes and other document providing special access or privileges.
- Knowingly giving false or misleading statements or concealing material facts in connection with official reports, records, investigations, or about other contract employees/officials, the general public and CITY employees.
- Involvement in any form of discrimination or sexual harassment

Exhibit 1 to Amendment 3 (Agreement, AM#1, and AM#2)

- Failing or delaying (without justifiable cause) to carry out a proper order of a Contract Representative
- Eating, smoking, drinking, or taking breaks in any location except those designated as authorized break areas.
- Possession of a weapon while on duty, unless carrying valid certification issued by the State of California.

City Hall Campus

Provide one (1) security guard for coverage of the City Hall Campus during the following hours, except for major holidays in which City Hall and the Finance Department are closed:

Monday	7:00 a.m. – 6:00 p.m.
Tuesday	6:30 a.m. – 6:00 p.m.
Wednesday	7:00 a.m. – 6:00 p.m.*
Thursday	7:00 a.m. – 6:00 p.m.
Friday	7:30 a.m. – 5:30 p.m.

*Wednesday hours will be extended from 6:00 pm – 9:00 pm on the 1st and 3rd Wednesday of each month.

Hutchins Street Square

Provide certified security guard(s) for coverage of the Hutchins Street Square (HSS) as needed for special events in which those hours will be requested in advance:

1. Guard arrival times are ½ hour before events, except for theatre events which arrival time is 1 hour before event. Guards are expected to display a professional image and manner at all times while on duty. Consistent with this is the expectation that guards will be alert to their surroundings at all times while on duty and will not be engaged in any activities that distract them (i.e. reading, eating, smoking, etc.) from the performance of their assigned duties. The guards are expected to remain onsite during meal breaks or be relieved by another guard during his or her meal break. Breaks shall be reported to HSS event attendant prior to onset. Eating and smoking shall occur in designated areas only.
2. Area of security service shall include back of sidewalk encompassed by 4 streets surrounding HSS: Hutchins, Rose, Walnut and Oak Streets. HSS will be patrolled on foot. The guard(s) will be required to perform security sweeps of the parking lots and perimeters of HSS Community Center as directed for the event. In addition to the security sweeps, upon arrival to HSS Community Center, the guard(s) will report to check in with the event attendant for site placement, depending on event requirements. Security guard(s) will patrol all parking lots as required by onsite manager or event attendant.
3. Guards shall make available, at any time while on duty, their security guard cards. Guards shall be expected to present cards to members of the Lodi Police Department or designated City of Lodi employees on demand. Failure to produce a valid security guard card shall be grounds for

Exhibit 1 to Amendment 3 (Agreement, AM#1, and AM#2)

termination of the contract. Service provider will contact onsite manager or event attendant immediately on issues that arise during supervision, and must advise HSS employee if/when Lodi Police Department and/or Lodi Fire Department is onsite. An incident report must be completed and submitted.

Guards must have a cellular phone for communication with the Lodi Police or other departments/Individuals provided by the service provider. No personal media players will be allowed to be used by any security personnel while on duty. Security guard(s) will patrol areas as specified by onsite manager or event attendant via radio issued by HSS facility staff.

Lodi Public Library

One guard shall be placed at the Lodi Public Library, located at 201 W. Locust Street, Lodi, California during the hours of service as listed below and are restricted to the geographical boundaries of the Lodi Public Library:

Sunday	10:00 a.m. – 2:00 p.m.
Monday	10:00 a.m. – 6:00 p.m.
Tuesday	10:00 a.m. – 6:00 p.m.
Wednesday	10:00 a.m. – 6:00 p.m.
Thursday	12:00 p.m. – 8:00 p.m.
Friday	CLOSED
Saturday	10:00 a.m. – 5:00 p.m.

Additionally, the Lodi Public Library will be closed on the following days per calendar year:

New Year's Eve, December 31
New Year's Day, January 1
Martin Luther King Jr. Day
President's Day
Memorial Day
Easter Sunday
Lodi Street Fair (a Sunday in May)
Juneteenth, June 19
4 th of July
Labor Day
Lodi Street Fair (a Sunday in October)
Thanksgiving Day
The day after Thanksgiving Day
Christmas Eve, December 24 (close at noon)
Christmas Day, December 25

Exhibit 1 to Amendment 3 (Agreement, AM#1, and AM#2)

**** Lodi Public Library will possibly closed a couple of times per year for library fundraisers – In the event that this happens, the City of Lodi will request a security guard on site one hour before the special event and up to 30 minutes after the event. Advanced notice will be provided.**

The Security Officer will be a certified Security Officer equipped with a cellular phone, an A1 uniform and an A1 Identification badge to safeguard the property of the Library, its employees and patrons and shall do the following:

- Enforce the Library Behavior Policy
- Patrol the complex grounds by foot during contracted hours
- Protect against vandalism, theft, or any acts of aggression toward the buildings and surrounding property, the personal property of the tenants and employees, and the tenants' and employees physical well-being
- Challenge any intruder suspected of the above acts and notify the local authorities for assistance.

Transit Station and Parking Structures

The Lodi Transit Station (24 S. Sacramento St.) functions as a central hub for passenger boarding and transit operations. The Station includes three (3) main buildings: the North Annex (dispatcher's office), Transit Station Lobby (ticketing window, public seating, and bathrooms), and the South Annex Clock Tower (bus driver breakroom). The station additionally includes an island-style bus stop area, gated bus parking area, passenger rail platform, and a small parking lot. The Lodi Transit Station Parking Structure (50 N. Sacramento St.), located adjacent to the Lodi Transit Station, is a three level, 330-space structure that provides free parking for transit users, shoppers, tourists, and other travelers to the downtown area. The aforementioned areas are covered by a 46-camera surveillance system viewable at the guardroom computer.

Service is to include security coverage at CITY transit sites on weekdays and weekends, 24 hours a day, 365 days per year (366 when applicable), including all holidays. A security officer shall be on duty 24 hours a day on weekdays and weekends. The security officers are expected to remain onsite during lunch or be relieved by another security officer during his or her lunch.

Total Contract Not-to-Exceed \$1,599,000

EXHIBIT B



AI Protective Services, LLC

11060 White Rock Rd. Suite 280 Rancho Cordova, CA 95670 Phone: (916) 421-3000 Fax: (916) 421-3700

**CITY OF LODI
SECURITY SERVICES 2023**

SCHEDULE OF PROFESSIONAL FEES

Proposed Budget – 1st Year

Location	No. of Guards	Days of the Week	Total Annual Hours	Price per Hour	Total Annual Cost
City Hall Campus	1	Mon. – Fri.	2,785	\$ 30.57	\$ 85,137.45
Lodi Public Library	1	Sun. – Sat.	2,148	\$ 30.57	\$ 65,664.36
Lodi Transit Station and Parking Structures	1	Sun. – Sat.	8,736	\$ 30.57	\$ 267,059.52
Hutchins Street Square (As Needed Services)			As Needed	\$ 30.57	

Any hours worked on Observed Holidays will be billed at the Holiday Rate of time and a half of the regular rate.

Proposed Budget – 2nd Year

Location	No. of Guards	Days of the Week	Total Annual Hours	Price per Hour	Total Annual Cost
City Hall Campus	1	Mon. – Fri.	2,785	\$ 32.01	\$ 89,147.85
Lodi Public Library	1	Sun. – Sat.	2,148	\$ 32.01	\$ 68,757.48
Lodi Transit Station and Parking Structures	1	Sun. – Sat.	8,736	\$ 32.01	\$ 279,639.36
Hutchins Street Square (As Needed Services)			As Needed	\$ 32.01	

Any hours worked on Observed Holidays will be billed at the Holiday Rate of time and a half of the regular rate.



A1 Protective Services, LLC

11060 White Rock Rd. Suite 280 Rancho Cordova, CA 95670 Phone: (916) 421-3000 Fax: (916) 421-3700

**CITY OF LODI
SECURITY SERVICES 2023**

SCHEDULE OF PROFESSIONAL FEES

Proposed Budget -- 3rd Year

Location	No. of Guards	Days of the Week	Total Annual Hours	Price per Hour	Total Annual Cost
City Hall Campus	1	Mon. – Fri.	2,785	\$ 33.37	\$ 92,935.45
Lodi Public Library	1	Sun. – Sat.	2,148	\$ 33.37	\$ 71,678.76
Lodi Transit Station and Parking Structures	1	Sun. – Sat.	8,736	\$ 33.37	\$ 291,520.32
Hutchins Street Square (As Needed Services)			As Needed	\$ 33.37	

Any hours worked on Observed Holidays will be billed at the Holiday Rate of time and a half of the regular rate.

Exhibit 1 to Amendment 3 (Agreement, AM#1, and AM#2)

Security Services Expenses

	HSS	Transit	Library	City Hall
Year 1	\$ 62,000	\$ 272,000	\$ 80,000	\$ 100,000
Year 2	\$ 65,000	\$ 285,000	\$ 84,000	\$ 100,000
Year 3	\$ 67,000	\$ 297,000	\$ 87,000	\$ 100,000
Total by Site	\$ 194,000	\$ 854,000	\$ 251,000	\$ 300,000
Total Contract Not-To-Exceed (3yrs)				\$ 1,599,000



EXHIBIT C

NOTE: The City of Lodi is now using the online insurance program PINS Advantage. Once you have been awarded a contract you will receive an email from the City's online insurance program requesting you to forward the email to your insurance provider(s) to submit the required insurance documentation electronically

Insurance Requirements for Most Contracts (Not construction or requiring professional liability)

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto or if Contractor has no owned autos, then hired, and non-owned autos with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

Other Insurance Provisions:

- (a) Additional Named Insured Status
The City of Lodi, its elected and appointed boards, commissions, officers, agents, employees, and volunteers are to be covered as additional insureds on the CGL and auto policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used
- (b) Primary and Non-Contributory Insurance Endorsement
The limits of insurance coverage required may be satisfied by a combination of primary and umbrella or excess insurance. For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- (c) Waiver of Subrogation Contractor hereby grants to City of Lodi a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City of Lodi by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Lodi has received a waiver of subrogation endorsement from the insurer

NOTE: (1) The street address of the CITY OF LODI must be shown along with (a) and (b) and (c) above: 221 West Pine Street, Lodi, California, 95240; (2) The insurance certificate must state, on its face or as an endorsement, a description of the project that it is insuring.

- (d) Severability of Interest Clause
The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability under the Contractors commercial general liability and automobile liability policies.
- (e) Notice of Cancellation or Change in Coverage Endorsement
This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 West Pine St., Lodi, CA 95240.

Exhibit 1 to Amendment 3 (Agreement, AM#1, and AM#2)

(f) Continuity of Coverage

All policies shall be in effect on or before the first day of the Term of this Agreement. At least thirty (30) days prior to the expiration of each Insurance policy, Contractor shall furnish a certificate(s) showing that a new or extended policy has been obtained which meets the minimum requirements of this Agreement. Contractor shall provide proof of continuing insurance on at least an annual basis during the Term. If Contractor's insurance lapses or is discontinued for any reason, Contractor shall immediately notify the City and immediately obtain replacement insurance. Contractor agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.).

(g) Failure to Comply

If Contractor fails or refuses to obtain and maintain the required insurance, or fails to provide proof of coverage, the City may obtain the insurance. Contractor shall reimburse the City for premiums paid, with interest on the premium paid by the City at the maximum allowable legal rate then in effect in California. The City shall notify Contractor of such payment of premiums within thirty (30) days of payment stating the amount paid, the name(s) of the insurer(s), and rate of interest. Contractor shall pay such reimbursement and interest on the first (1st) day of the month following the City's notice. Notwithstanding any other provision of this Agreement, if Contractor fails or refuses to obtain or maintain insurance as required by this agreement, or fails to provide proof of insurance, the City may terminate this Agreement upon such breach. Upon such termination, Contractor shall immediately cease use of the Site or facilities and commence and diligently pursue the removal of any and all of its personal property from the site or facilities.

(h) Verification of Coverage

Consultant shall furnish the City with a copy of the policy declaration and endorsement page(s), original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. **Failure to exercise this right shall not constitute a waiver of the City's right to exercise after the effective date.**

(i) Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City. The City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

(j) Insurance Limits

The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors. Contractor's obligation to defend, indemnify and hold the City and its officers, officials, employees, agents and volunteers harmless under the provisions of this paragraph is not limited to or restricted by any requirement in the Agreement for Contractor to procure and maintain a policy of insurance.

(k) Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that City is an additional insured on insurance required from subcontractors

(l) Qualified Insurer(s)

All insurance required by the terms of this Agreement must be provided by insurers licensed to do business in the State of California which are rated at least "A-, VI" by the AM Best Ratings Guide, and which are acceptable to the City. Non-admitted surplus lines carriers may be accepted provided they are included on the most recent list of California eligible surplus lines insurers (LESLI list) and otherwise meet City requirements.

Project Name: CITY OF LODI SECURITY SERVICES 2023

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND
OTHER RESPONSIBILITY MATTERS**

1. By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, City of Lodi may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to City of Lodi if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact City of Lodi for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by City of Lodi.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List issued by U.S. General Service Administration.
8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, City of Lodi may pursue available remedies including suspension and/or debarment.

10. The prospective lower tier participant certifies, by submission of this bid or proposal, that neither it nor its "principals" [as defined at 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Debarment, Suspension, and Other Responsibility Matters
Page 2

11. When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

I certify (or declare) under penalty of perjury, that the foregoing is true and correct.

SIGNATURE 

DATE 3/22/2023

TITLE Director

COMPANY NAME AI Protective Services

CERTIFICATION OF RESTRICTIONS ON LOBBYING FOR FEDERAL-AID CONTRACTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions (as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*))
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all SUBCONTRACTORS shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The CONTRACTOR Administrative Services certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the CONTRACTOR understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.



Signature of CONTRACTOR'S Authorized Official

Paula Jones Director

Name and Title of CONTRACTOR'S Authorized Official

3/11/03

DATE

SECURITY SERVICES 2023

ATTACHMENT F



City of Lodi
Federal Clauses for Federal Transit (FTA) Procurements

Project Name:

CITY OF LODI SECURITY SERVICES 2023

ALL CLAUSES & CERTIFICATIONS HEREINAFTER ARE PROVIDED FOR PROCUREMENTS (AS APPLICABLE) INVOLVING FTA ASSISTANCE, IN COMPLIANCE WITH FTA REGULATIONS, AND MAINTAINED FOR FTA REVIEWS

Acknowledgement of Applicable Federal Clauses

By signing below, I hereby acknowledge that I have read, understand and agree to the terms of the Federal Clauses provided in this document.

DATE 3/22/2023

SIGNATURE [Signature]

COMPANY NAME AL Protective Services

TITLE Director

REQUIRED?		CRITERIA
YES	Bidder Small Business Enterprise (SBE) + Disadvantaged Business Enterprise (DBE) information form & checklist	ALL
NO	Equal Employment Opportunity Certification (Provision #6)	Federally-assisted construction
YES	Certification regarding debarment, suspension, & other responsibility matters (Provision #11)	>\$25,000
NO	Buy America Certification (Provision #12)	>\$100,000 - Type of Procurement
YES	Certification of restrictions on lobbying for federal-aid contracts (Provision #14)	>\$100,000
IF APPLICABLE	Disclosure of Lobbying Activities (Provision #14)	>\$100,000
NO	City of Lodi Bidder Small Business Enterprise (SBE)	>\$200,000
NO	Non-collusion Affidavit	FHWA

CITY OF LODI BIDDER'S/PROPOSER'S INFORMATION REQUEST FORM												
NAME OF PROJECT/PROPOSAL		BUSINESS LICENSE NUMBER										
PROPOSER BUSINESS NAME AND ADDRESS		DATE										
NAME OF PERSON SUBMITTING BID		SIGNATURE OF PROPOSER										
CONTACT PERSON		CONTACT PHONE NUMBER										
		CONTACT EMAIL										
<small>Important: 1) Identify all DBE firms being claimed for credit. 2) List names of all DBE subcontractors and their respective items of work. 3) Attach a copy of the proof of DBE certification for each DBE subcontractor listed on the form. 4) Attach "Intent to Perform" letter signed by the subcontractor.</small>												
LAST BUSINESS FIRM(s): List Name, Address and Contact Person (if not the same as above)	Phone Number	Email Address	Age of Firm	Item of Work, Service or Materials Supplied	NAICS Code (if known)	Annual Gross Receipts of Firm	Certified DBE (Y/N)	DBE Certification Number	Certified SBE (Y/N)	SBE Certification Number	Award Amount	Percentage of Contract Participation
A. PRIME Contractor												
B. Subcontractor/Suppliers												
TOTAL:												
<small>1. NAICS Code: North America Industry Classification System Code. Codes can be found at: http://www.census.gov/ipeds/www/naics.html 2. DBE (Y/N) must be indicated for each firm. 3. DBE (Y/N) must be indicated for each firm. 4. DBE may be certified by Caltrans or an agency participating in the California Unified Certification Program. Visit the Caltrans website at: http://dbs.ca.gov/psc/qualify.htm for a list of participating agencies. 5. Important: Attach the proof of certification for each DBE or SBE firm used toward meeting the DBE or SBE goal if different from "Bidders/Proposers Information Request Form." 6. This information will be compared for consistency with the "Bidders/Proposers Information Request Form." 7. Use additional sheets, as necessary.</small>												

Project Name: CITY OF LODI SECURITY SERVICES 2023

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

1. By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, City of Lodi may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to City of Lodi if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact City of Lodi for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by City of Lodi.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List issued by U.S. General Service Administration.
8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, City of Lodi may pursue available remedies including suspension and/or debarment.

10. The prospective lower tier participant certifies, by submission of this bid or proposal, that neither it nor its "principals" [as defined at 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Debarment, Suspension, and Other Responsibility Matters

Page 2

11. When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

I certify (or declare) under penalty of perjury, that the foregoing is true and correct.

SIGNATURE _____ DATE _____

TITLE _____ COMPANY NAME _____

CERTIFICATION OF RESTRICTIONS ON LOBBYING FOR FEDERAL-AID CONTRACTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all SUBCONTRACTORS shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The CONTRACTOR, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the CONTRACTOR understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Signature of CONTRACTOR'S Authorized Official

Name and Title of CONTRACTOR'S Authorized Official

DATE

[From FTA C 4220.1F](#)

From Appendix D-4

11/1/2008
 Rev. 1 4/14/2009
 Rev. 2 07/01/2010
 Rev. 3 02/15/2011
 Rev. 4 03/18/2013

PROVISIONS, CERTIFICATIONS, REPORTS, FORMS, AND OTHER--MATRICES
APPLICABILITY OF THIRD PARTY CONTRACT PROVISIONS

(excluding micro-purchases, except Davis-Beacon requirements apply to contracts exceeding \$2,000)

GREEN HIGHLIGHTED = APPLICABLE
RED HIGHLIGHTED = NOT APPLICABLE

		Type of Procurement				
Provisions	Professional Services/A&E	Operations/ Management	Rolling Stock Purchase	Construction	Materials & Supplies	
1	No Federal Gov't Obligations to 3rd Parties (by Use of a Disclaimer)	All	All	All	All	
2	False Statements or Claims Civil and Criminal Fraud	All	All	All	All	
3	Access to Third Party Contract Records	All	All	All	All	
4	Changes to Federal Requirements	All	All	All	All	
5	Termination	>\$10,000 if 49 CFR Part 18 applies.	>\$10,000 if 49 CFR Part 18 applies.	>\$10,000 if 49 CFR Part 18 applies.	>\$10,000 if 49 CFR Part 18 applies.	
6	Civil Rights (Title VI, ADA, EEO except Special DOL EEO clause for construction projects)	All	All	All >\$10,000	All	
7	Special DOL EEO clause for construction Projects			>\$10,000		

8	Disadvantaged Business Enterprises (DBEs)	All	All	All	All	All
9	Prompt Payment	All	All	All	All	All
10	Incorporation of FTA Terms	All	All	All	All	All
11	Debarment and Suspension	>\$25,000	>\$25,000	>\$25,000	>\$25,000	>\$25,000
12	Buy America			>\$100,00 As of Feb. 2011, FTA has not adopted the FAR 2.101 \$150,000 standard	>\$100,00 As of Feb. 2011, FTA has not adopted the FAR 2.101 \$150,000 standard	>\$100,00 As of Feb. 2011, FTA has not adopted the FAR 2.101 \$150,000 standard
13	Resolution of Disputes, Breaches, or other Litigation	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
14	Lobbying	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
15	Clean Air	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
16	Clean Water	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
17	Cargo Preference			Transport by ocean vessel.	Transport by ocean vessel.	Transport by ocean vessel.
18	Fly America	Foreign air transp./travel	Foreign air transp./travel	Foreign air transp./travel	Foreign air transp./travel	Foreign air transp./travel
19	Davis-Bacon Act and Copeland Anti-Kickback Acts				>\$2,000 (also ferries)	
20	Contract Work Hours and Safety Standards Act		>\$100,000 (transportation services exeepted).	>\$100,000	>\$100,000 (also ferries)	
21	Bonding				\$100,00	
22	Seismic Safety	A&E for new buildings & additions.			New Buildings & Additions	
23	Transit Employee Protective Arrangements		Transit operations.			
24	Charter Service Operations		All			
25	School Bus Operations		All			
26	Drug and Alcohol Use and Testing		Transit operations			

27	Rights in Data and Patent Rights	R&D				
28	Energy Conservation	All	All	All	All	All
29	Recycled Products		EPA-selected items \$10,000 or more annually		EPA-selected items \$10,000 or more annually.	EPA-selected items \$10,000 or more annually.
30	Conformance with ITS National Architecture	ITS projects	ITS projects	ITS projects	ITS projects	ITS projects
31	ADA Access	A&E	All	All	All	All
32	Veteran's Hiring Preference	All	All	All	All	All
33	Privacy Act	All	All	All	All	All
34	Prohibition on certain telecommunications & video equipment	All	All	All	All	All

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Exhibit 1 to Amendment 3 (Agreement, AM#1, and AM#2)

CITY OF LODI SECURITY SERVICES 2023 –

FEDERAL CLAUSES

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FEDERAL CLAUSES

01- NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES

(1) The City of Lodi and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to The City of Lodi, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

02- PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

31 U.S.C. 3801 et seq.

49 CFR Part 31 18 U.S.C. 1001

49 U.S.C. 5307

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

03- ACCESS TO THIRD PARTY CONTRACT RECORDS AND REPORTS

49 U.S.C. 5325

18 CFR 18.36 (i)

49 CFR 633.17

The following access to records requirements apply to this Contract:

(1) Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

(2) Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide The City of Lodi, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

(3) Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide The City of Lodi, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

(4) Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to The City of Lodi, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

(5) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(6) The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case

Contractor agrees to maintain same until The City of Lodi, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

(7) FTA does not require the inclusion of these requirements in subcontracts.

04- CHANGES TO FEDERAL REQUIREMENTS

49 CFR Part 18

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between The City of Lodi and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

05- TERMINATION

49 U.S.C.Part 18

FTA Circular 4220.1F

a. Termination for Convenience (General Provision)

The City of Lodi may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to The City of Lodi. If the Contractor has any property in its possession belonging to The City of Lodi, the Contractor will account for the same, and dispose of it in the manner The City of Lodi directs.

b. Termination for Default [Breach or Cause] (General Provision)

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, The City of Lodi may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by The City of Lodi that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, The City of Lodi, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision)

The City of Lodi in its sole discretion may, in the case of a termination for breach or default, allow the

Contractor 10 days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to The City of Lodi's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor of written notice from The City of Lodi setting forth the nature of said breach or default, The City of Lodi shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude The City of Lodi from also pursuing all available remedies against Contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach

In the event The City of Lodi elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by The City of Lodi shall not limit The City of Lodi's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Default (Construction)

If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, The City of Lodi may terminate this contract for default. The City of Lodi shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, The City of Lodi may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Recipient resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Recipient in completing the work.

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if-

1. the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of The City of Lodi, acts of another Contractor in the performance of a contract with The City of Lodi, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. the contractor, within [10] days from the beginning of any delay, notifies The City of Lodi in writing of the causes of delay. If in the judgment of The City of Lodi, the delay is excusable, the time for completing the work shall be extended. The judgment of The City of Lodi shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of The City of Lodi.

f. Termination for Convenience or Default (Architect and Engineering)

The City of Lodi may terminate this contract in whole or in part, for The City of Lodi's convenience or because of the failure of the Contractor to fulfill the contract obligations. The City of Lodi shall terminate by delivering

to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall

1. immediately discontinue all services affected (unless the notice directs otherwise), and
2. deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

If the termination is for the convenience of The City of Lodi, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, The City of Lodi may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by The City of Lodi.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of The City of Lodi.

g. Termination for Convenience of Default (Cost-Type Contracts)

The City of Lodi may terminate this contract, or any portion of it, by serving a notice of termination on the Contractor. The notice shall state whether the termination is for convenience of The City of Lodi or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from The City of Lodi, or property supplied to the Contractor by The City of Lodi. If the termination is for default, The City of Lodi may fix the fee, if the contract provides for a fee, to be paid the contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to The City of Lodi and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of The City of Lodi, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, The City of Lodi determines that the Contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the contractor, The City of Lodi, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

h. Termination for Convenience (Professional or Transit Service Contracts)

The City of Lodi by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the City of Lodi shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

i. Termination for Default (Supplies and Service)

If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the City of Lodi may terminate this contract for default. The City of Lodi shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the City of Lodi.

06- CIVIL RIGHTS REQUIREMENTS (TITLE VI, ADA, EEO)

29 U.S.C. § 623, 42 U.S.C. § 2000
 42 U.S.C. § 6102, 42 U.S.C. § 12112
 42 U.S.C. § 12132, 49 U.S.C. § 5332
 29 CFR Part 1630, 41 CFR Parts 60 et seq.

- (1) **Nondiscrimination** - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- (2) **Equal Employment Opportunity** - The following equal employment opportunity requirements apply to the underlying contract:
- (a) **Race, Color, Creed, National Origin, Sex** - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq ., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

07- SPECIAL DOL EEO CLAUSE FOR CONSTRUCTION PROJECTS

41 CFR 60-4.2(d)

N/A

08- DISADVANTAGED BUSINESS ENTERPRISE (DBE)

49 CFR Part 26

This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Enterprises in Department of Transportation Financial Assistance Programs. The agency's overall Anticipated DBE Level of Participation is 3.36%, to be achieved race neutrally. A separate contract goal **has not** been established for this procurement.

Contract Assurance:

The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as CITY OF LODI deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

DBE Substitution:

The contractor must promptly notify the City of Lodi, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the City of Lodi.

Small Business Enterprise (SBE):

The City of Lodi has adopted a policy to strongly encourage Small Business Enterprise (SBE) participation in Federal Transit Administration (FTA)-funded contracts of estimated cost greater than \$200,000. Bidder's attention is directed to the following provisions relating to this policy:

a. Bidders are to complete the "Bidder Small Business Enterprise (SBE) Information Form & Checklist". With respect to application of the SBE Program, bidders' attention is directed to the following:

1. Bidders will be required to complete a "SBE Information Form" to be submitted with bids in excess of \$200,000, which indicates the bidder's effort to employ SBEs.
2. In the event that two or more bids are the same and the lowest, the City shall award the contract in accordance with the best intended effort of the bidder to employ SBEs as indicated on the "Bidder SBE Information Form".

a. Contracts estimated by the City to be less than \$200,000 do not have a SBE requirement.

b. Contracts estimated by the City to cost \$200,000 or more require the successful bidder to demonstrate their attempts to employ SBEs.

A. Definition of Small Business Enterprise:

To participate as an eligible small business in projects administered by the City of Lodi, a firm must meet both of the following requirements:

a. A firm (including affiliates) must be an existing small business as defined by Small Business Administration (SBA) regulations, 13 CFR Part 121, for the appropriate type(s) of work that a firm performs. The firm must hold one of the acceptable certifications listed in Section B below.

b. Even if a firm meets the above requirement, the firm's (including affiliates') average annual gross receipts over the previous three years cannot exceed a maximum cap of \$22.41 million (or as adjusted for inflation by the Secretary of U.S. DOT). SBA size standards vary by industry, and for certain industries may be higher than the \$22.41 million cap. For example, the SBA standard for a general construction contractor is \$33.5 million. If a general construction contractor's average annual gross receipts over the previous three years is \$25 million, while it is below \$33.5 million and meets the SBA size standard, it would be ineligible to participate as a small business for the City of Lodi's purposes as it exceeds \$22.41 million.

For information on SBA size standards, visit: <http://www.sba.gov/content/table-small-business-size-standards>.

Affiliates are defined in SBA regulations 13 CFR Part 121.103.

B. Acceptable Comparable Small Business Enterprise Certifications

The City of Lodi will accept the small business enterprise certifications performed by other agencies, provided that the size standards described in Section A1a and A1b above are met.

If a firm is certified in one or more of the following programs, and meets City of Lodi size standards, the firm is automatically deemed a small business for City of Lodi purposes. The term “SBE” will be used collectively for qualified SBEs, WBEs, MBEs and other approved certifications. As indicated below, the City of Lodi may require an affidavit of size for each SBE prime contractor or subcontractor. Certifications from self-certification programs are not acceptable. City of Lodi may request and review financial data provided by SBE firms on a case-by-case basis to confirm eligibility. Firms must be certified as of the time of bid submittal.

1. Disadvantaged Business Enterprise (DBE) certification pursuant to U.S. Department of Transportation regulations, 49 CFR Part 26. This includes DBE certifications performed by the California Unified Certification Program (CUCP) or by the Unified Certification Program of any other state.

2. State Minority Business Enterprise (SMBE) and State Woman Business Enterprise (SWBE) certification by the State of California or by any other state provided that their certification complies with Section A1a or A1b above. In addition to copies of SMBE/SWBE certifications, bidders certified out-of-state must submit an affidavit of size for each SMBE/SWBE prime contractor or subcontractor at the time of bid submittal.

3. Small Business (SB) certification by the California Department of General Services (DGS) provided that their certification complies with Section A1a and A1b above. In addition to copies of SB certifications, bidders must submit an affidavit of size for each SB prime contractor or subcontractor at the time of bid submittal.

4. Microbusiness (MB) certification by the California Department of General Services for ALL industries.

5. SBA 8(a) by the Small Business Administration provided that their certification complies with Section A1a and A1b above. In addition to copies of SBA 8(a) certifications, bidders must submit an affidavit of size for each SBA 8(a) prime contractor or SBA 8(a) subcontractor at the time of bid submittal.

6. SBE/MBE/WBE certification from other state, county, or local government-certifying agency provided that their certification complies with Section A1a and A1b above. In addition to copies of certifications, bidders must submit an affidavit of size for each certified prime contractor or subcontractor at the time of bid submittal.

09- PROMPT PAYMENT

49 CFR 26.29

Prompt Progress Payment to Subcontractors

Attention is directed to the provisions in Federal Regulations 49 CFR 26.29 concerning payment to subcontractors. The contractor shall make prompt and regular incremental acceptances of portions, as determined by The City of Lodi, of the contract work and shall pay retainage to the prime contractor based on these acceptances.

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the prime contractor receives from The City of Lodi. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of The City of Lodi. This clause applies to both DBE and non-DBE subcontracts.

Prompt Payment of Withheld Funds to Subcontractors

The prime contractor agrees to return retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed and accepted including incremental acceptances of portions of the contract work by The City of Lodi. Federal Regulation 49 CFR 26.29 requires that any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of The City of Lodi. This clause applies to both DBE and non-DBE subcontracts.

Monitoring and Enforcement

Violation of The City of Lodi's prompt payment and retainage provisions shall subject the violating prime contractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of: a dispute involving late payment or nonpayment by the contractor; deficient subcontractor performance; and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

10- INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

FTA Circular 4220.1F

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City of Lodi requests which would cause City of Lodi to be in violation of the FTA terms and conditions.

11- GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

2 CFR part 180

2 CFR part 1200

2 CFR § 200.213

2 CFR part 200 Appendix II (I) Executive Order 12549

Executive Order 12689

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement),” 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:
The certification in this clause is a material representation of fact relied upon by The City of Lodi. If it is later determined by The City of Lodi that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to The City of Lodi, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

12- BUY AMERICA REQUIREMENTS

49 U.S.C. 5323(j)

49 CFR Part 661

N/a

13- BREACHES AND DISPUTE RESOLUTION

49 CFR Part 18

FTA Circular 4220.1F

a. Disputes

Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of The City of Lodi. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to The City of Lodi. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of The City of Lodi shall be binding upon the Contractor and the Contractor shall abide by the decision.

b. Performance During Dispute

Unless otherwise directed by The City of Lodi, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

c. Claims for Damages

Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

d. Remedies

Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between The City of Lodi and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of California.

e. Rights and Remedies

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by The City of Lodi, Architect, or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

14- LOBBYING RESTRICTIONS

31 U.S.C. 1352
49 CFR Part 19
49 CFR Part 20

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] -

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

15- CLEAN AIR

42 U.S.C. 7401 et seq

40 CFR 15.61

49 CFR Part 18

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq . The Contractor agrees to report each violation to The City of Lodi and understands and agrees that The City of Lodi will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA

16- CLEAN WATER REQUIREMENTS

33 U.S.C. 1251

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq . The Contractor agrees to report each violation to The City of Lodi and understands and agrees that The City of Lodi will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

17- CARGO PREFERENCE REQUIREMENTS

46 U.S.C. 1241

46 CFR Part 381

N/A

18- FLY AMERICA REQUIREMENTS

49 U.S.C. §40118

41 CFR Part 301-10

N/A

19- DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS

N/A

20- CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

N/A

21- BONDING REQUIREMENTS

N/A

22- SEISMIC SAFETY REQUIREMENTS

42 U.S.C. 7701 et seq. 49
CFR Part 41

N/A

23- TRANSIT EMPLOYEE PROTECTIVE AGREEMENTS

49 U.S.C. § 5310, § 5311, and § 5333
29 CFR Part 215

N/A

24- CHARTER BUS REQUIREMENTS

49 U.S.C. 5323(d)
49 CFR Part 604

N/A

25- SCHOOL BUS REQUIREMENTS

49 U.S.C. 5323(F)
49 CFR Part 605

N/A

26- DRUG AND ALCOHOL TESTING

49 U.S.C. §5331
49 CFR Parts 653 and 654

N/A

27- PATENT AND RIGHTS IN DATA

37 CFR Part 401
49 CFR Parts 18 and 19

N/A

28- ENERGY CONSERVATION REQUIREMENTS

42 U.S.C. 6321 et seq.

49 CFR Part 18

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

29- RECYCLED PRODUCTS

42 U.S.C. 6962

40 CFR Part 247

Executive Order 12873

N/A

30- CONFORMANCE WITH NATIONAL ITS ARCHITECTURE

N/A

31- ADA ACCESS

49 USC 531 (d)

N/A

32- VETERAN'S HIRING PREFERENCE

49 U.S.C. 5325 (k)

To the extent practicable, Contractor agrees that it:

1. Will give a hiring preference to veterans (as defined in 5 U.S.C. § 2108), who have the skills and abilities required to perform construction work required under a third party contract in connection with a capital project supported with funds made available or appropriated for 49 U.S.C. chapter 53, and
2. Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee, and

Contractor also assures that its sub-recipients:

1. Will give a hiring preference to veterans (as defined in 5 U.S.C. § 2108), who have the skills and abilities required to perform construction work required under a third party contract in connection with a capital project supported with funds made available or appropriated for 49 U.S.C. chapter 53, to the extent practicable, and

2. Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.
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33- PRIVACY ACT

5 U.S.C. 552

Contracts Involving Federal Privacy Act Requirements - The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

34-PROHIBITION ON CERTAIN TELECOMMUNICATIONS & VIDEO EQUIPMENT

2 CFR § 200.471

Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- 1) Procure or obtain;
- 2) Extend or renew a contract to procure or obtain; or
- 3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications

Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

- ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
- iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy program shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

See Public Law 115-232, section 889 for additional information.

See also § 200.471.

Exhibit B – Liquidated Damages

If CONTRACTOR fails to perform the services within the time specified in this Contract, or any extension thereof, the actual damages to the CITY for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages, CONTRACTOR shall pay to the CITY as fixed, agreed upon liquidated damages based on the amounts listed below. After being contacted by the CITY, CONTRACTOR shall immediately respond to the complaint and take corrective action at no cost to the CITY. Additionally, the CITY may impose the following liquidated damages on a per observed violation basis:

Posting security-sensitive CITY-related comments or photos on any website to include, but not be limited to, social media websites.	\$250 per occurrence
Sleeping while on duty.	\$250 per occurrence
Unauthorized use of CITY property to include but not be limited to, official documents, badges, keys or equipment.	\$250 per occurrence
Falsifying official reports, documents.	\$250 per occurrence
Failure to prepare and/or submit Incident Report to CITY within one business day of occurrence.	\$250 per occurrence
Allowing unauthorized individuals to accompany, visit, or shadow employee while on duty.	<u>\$250 per occurrence</u>
Falsifying patrol verification.	<u>\$250 per occurrence</u>
Accepting or soliciting anything of value in connection with official duties.	<u>\$250 per occurrence</u>
Using uniforms or other official identification media for other than official business while on or off duty.	<u>\$250 per occurrence</u>
Violation of established post orders.	<u>\$250 per occurrence</u>
Violation of uniform/appearance standards.	<u>\$250 per occurrence</u>
Absent from site while on duty or abandonment of post.	<u>\$500 per occurrence</u>
Excessive socializing so as to interfere with duty.	<u>\$250 per occurrence</u>
Locking themselves out of site facilities.	<u>\$250 per occurrence</u>

RESOLUTION NO. 2024-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LODI
AUTHORIZING INTERIM CITY MANAGER TO EXECUTE AMENDMENT
NO. 2 TO PROFESSIONAL SERVICE AGREEMENT WITH A1
PROTECTIVE SERVICES, LLC, OF RANCHO CORDOVA, ADDING
LIQUIDATED DAMAGES AND ADDITIONAL FUNDS (\$2,456,000)

WHEREAS, the City released a Request for Proposal (RFP) for Security Services in March 2023, including Liquidated Damages and listed the occurrences resulting in the chosen firm paying additional fees for the specific instances listed; and

WHEREAS, the Lodi City Council approved a Professional Service Agreement with A1 Protective Services, LLC for security services in May 2023, and approved Amendment No. 1 adding security services for the Safety Ambassador program in July 2023; and

WHEREAS, the Professional Service Agreement did not include the Liquidated Damages as intended, and holiday rates; and

WHEREAS, Hutchins Street Square is one of the locations covered by the Agreement and security services are needed for special events and are requested in advance. The special events can vary in duration; and

WHEREAS, the contractor, A1 Protective Services, LLC, is requesting the overtime rates to be added to the Agreement to cover the guards who work events longer than eight hours.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lodi authorizes Interim City Manager to execute Amendment No. 2 to Professional Service Agreement with A1 Protective Services, LLC, of Rancho Cordova, adding Liquidated Damages, Overtime and Holiday rates and additional funds for all sites in the amount of \$42,000, for a total contract amount not-to-exceed \$2,456,000; and

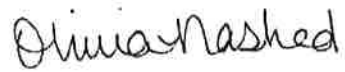
BE IT FURTHER RESOLVED, pursuant to Section 6.3q of the City Council Protocol Manual (adopted 11/6/19, Resolution No. 2019-223), the City Attorney is hereby authorized to make minor revisions to the above-referenced document(s) that do not alter the compensation or term, and to make clerical corrections as necessary.

Dated: February 7, 2024

I hereby certify that Resolution No. 2024-10 was passed and adopted by the City Council of the City of Lodi in a regular meeting held February 7, 2024 by the following vote:

- AYES: COUNCIL MEMBERS – Bregman, Hothi, Nakanishi, Yopez, and Mayor Craig
- NOES: COUNCIL MEMBERS – None
- ABSENT: COUNCIL MEMBERS – None
- ABSTAIN: COUNCIL MEMBERS – None

Exhibit 1 to Amendment 3 (Agreement, AM#1, and AM#2)

A handwritten signature in black ink that reads "Olivia Nashed". The signature is written in a cursive, flowing style.

OLIVIA NASHED
City Clerk

2024-10

Exhibit G – Liquidated Damages

If CONTRACTOR fails to perform the services within the time specified in this Contract, or any extension thereof, the actual damages to the CITY for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages, CONTRACTOR shall pay to the CITY as fixed, agreed upon liquidated damages based on the amounts listed below. After being contacted by the CITY, CONTRACTOR shall immediately respond to the complaint and take corrective action at no cost to the CITY. Additionally, the CITY may impose the following liquidated damages on a per observed violation basis:

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Excessive socializing so as to interfere with duty.	<u>\$250 per occurrence</u>
Locking themselves out of site facilities.	<u>\$250 per occurrence</u>

RESOLUTION NO. 2024-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LODI AUTHORIZING INTERIM CITY MANAGER TO EXECUTE AMENDMENT NO. 2 TO PROFESSIONAL SERVICE AGREEMENT WITH A1 PROTECTIVE SERVICES, LLC, OF RANCHO CORDOVA, ADDING LIQUIDATED DAMAGES AND ADDITIONAL FUNDS (\$2,456,000)

WHEREAS, the City released a Request for Proposal (RFP) for Security Services in March 2023, including Liquidated Damages and listed the occurrences resulting in the chosen firm paying additional fees for the specific instances listed; and

WHEREAS, the Lodi City Council approved a Professional Service Agreement with A1 Protective Services, LLC for security services in May 2023, and approved Amendment No. 1 adding security services for the Safety Ambassador program in July 2023; and

WHEREAS, the Professional Service Agreement did not include the Liquidated Damages as intended, and holiday rates; and

WHEREAS, Hutchins Street Square is one of the locations covered by the Agreement and security services are needed for special events and are requested in advance. The special events can vary in duration; and

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BE IT FURTHER RESOLVED, pursuant to Section 6.3q of the City Council Protocol Manual (adopted 11/6/19, Resolution No. 2019-223), the City Attorney is hereby authorized to make minor revisions to the above-referenced document(s) that do not alter the compensation or term, and to make clerical corrections as necessary.

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- AYES: COUNCIL MEMBERS – Bregman, Hothi, Nakanishi, Yopez, and Mayor Craig
- NOES: COUNCIL MEMBERS – None
- ABSENT: COUNCIL MEMBERS – None
- ABSTAIN: COUNCIL MEMBERS – None

Exhibit 1 to Amendment 3 (Agreement, AM#1, and AM#2)



OLIVIA NASHED
City Clerk

2024-10

A1 Protective Services – Revised Scope of Work per Amendment 3

1. City Hall Campus

Remove one (1) security guard for coverage at the City Hall Campus Monday through Friday.

Monday	7:00 a.m. – 6:00 p.m.
Tuesday	6:30 a.m. – 6:00 p.m.
Wednesday	7:00 a.m. – 6:00 p.m.*
Thursday	7:00 a.m. – 6:00 p.m.
Friday	7:30 a.m. – 5:30 p.m.

One (1) security guard shall provide coverage at City Hall Campus during City Council Meetings on the 1st and 3rd weeks of each month, Wednesday between 6:00 – 10:00 pm, (4 hours a day).

One (1) security guard shall provide a quick security check of the City Hall Campus Monday through Friday mornings prior to 7:30 am, except for major holidays in which City Hall and the Finance Department are closed. Transit Station and/or Parking Structures guards scheduled to cover Transit Station and/or Parking Structure shall provide City Hall Campus morning sweep as the Transit Station and Parking Structure are within close proximity to City Hall.

2. Safety Ambassador Program

The Contractor shall provide Safety Ambassador services to support public safety, visibility, and community engagement within designated service areas, with a focus on the Lodi Access Center and surrounding neighborhoods.

Staffing & Coverage

- Provide one (1) unarmed security guard assigned to the Lodi Access Center and surrounding area (see Attachment 1) for sixteen (16) hours per day, between 6:00 a.m. and 10:00 p.m., seven (7) days per week.

Patrol & Presence

- Maintain a visible, uniformed presence to promote safety and deter disruptive or unlawful behavior.
- The primary patrol route (Attachment A) shall consist of Sacramento Street between Daisy Avenue and Louie Avenue.
- Conduct continuous, active foot patrols within the designated service area at intervals of approximately every fifteen (15) to twenty (20) minutes.

Exhibit 2 to Amendment 3 (Revised Scope of Work)

- When not actively patrolling, Ambassadors shall remain observant and maintain active visual monitoring of Sacramento Street and surrounding areas, consistently scanning up and down the corridor. Personal phone use shall be limited and shall not interfere with situational awareness or assigned duties.
- During each patrol pass, Ambassadors shall visually assess Daisy Avenue, Forest Avenue, and Louie Avenue. As they approach Louie Avenue, Ambassadors shall also visually assess Sacramento Street toward Turner Road; as they approach Daisy Avenue, Ambassadors shall visually assess Sacramento Street toward Lockeford Street.
- If activity is observed that warrants attention, Ambassadors shall walk down the respective street to assess and engage as appropriate or contact the Lodi Police Department via the non-emergency or emergency line, based on the nature of the situation.
- At a minimum of three (3) times per shift, Ambassadors shall inspect the alleyway between Sacramento Street and School Street (can be from the edge of the alleyway). If any activity requiring intervention is observed, Ambassadors shall contact the Lodi Police Department via the non-emergency or emergency line, as appropriate.
- Respond to calls for assistance at the request of Access Center staff and provide de-escalation support within the public right-of-way, including requests made on behalf of surrounding businesses or residents.

Engagement & Response Expectations

- Ambassadors shall proactively engage with individuals who are loitering, camping in vehicles, or remaining in the area for extended periods without clear purpose within the designated patrol area.
- Engagements shall be conducted in a respectful, professional, and service-oriented manner, with an emphasis on voluntary compliance and connection to services when appropriate.
- If an individual refuses to comply with reasonable requests, or if Ambassadors determine a situation presents a safety concern, Ambassadors shall contact the Lodi Police Department non-emergency line. Emergency situations shall be reported via 911 in accordance with standard emergency protocols.
- Ambassadors shall exercise sound judgment and prioritize de-escalation whenever feasible.

Facility Interaction Protocol

- Ambassadors shall remain outside of the Access Center facility during routine operations.
- Ambassadors shall only enter the facility or tent areas at the request of Access Center staff or City staff for the purpose of assisting with de-escalation.

Exhibit 2 to Amendment 3 (Revised Scope of Work)

- Ambassadors may utilize the intake area (not within the main gate) for breaks and shall remain at the designated bench. Ambassadors shall not enter the tent or other interior program areas during breaks.
- During inclement weather, including rain, Ambassadors may utilize the designated bench within the intake area for temporary relief; however, Ambassadors are still expected to maintain regular patrol intervals and continue foot patrol duties using appropriate weather gear.
- Access Center staff may also request Ambassador assistance within the public right-of-way along the established patrol route to support de-escalation efforts.

Coordination & Compliance

- Operate in compliance with all applicable City of Lodi municipal codes and regulations.
- Coordinate effectively with Access Center Staff and the Lodi Police Department, maintaining the ability to work both independently and collaboratively as appropriate.
- When invited, participate in relevant trainings provided by the Lodi Police Department and Access Center staff to support ongoing coordination, knowledge, and rapport.

Professional Conduct

- Maintain a professional, courteous, and service-oriented demeanor at all times.
- Demonstrate sound judgment, self-control, and the ability to effectively interact with individuals who may be distressed, experiencing disabilities, or under the influence of substances.
- Manage high-stress situations calmly and appropriately, prioritizing safety and de-escalation.

2. ~~Safety Ambassador Program~~

~~The Contractor shall provide Safety Ambassador services to support public safety, visibility, and community engagement within designated service areas, with a focus on the Lodi Access Center and surrounding neighborhoods.~~

- ~~• Provide one (1) Unarmed Security Guard 24 hours a day 365 days a year~~
- ~~• **Provide one (1) Unarmed Security Guard near and around the Lodi Access Center, refer to Attachment 1 of this Exhibit, during the hours of 6:00 am – 10:00 pm (16 hours a day), Sunday to Saturday (7 days a week)**~~
- ~~• Provide vehicle patrol check points for the 45 designated locations~~
- ~~• Provide visible uniformed patrol within designated area~~
- ~~• Deter any unwanted or undesirable behavior within designated area~~
- ~~• Respond to any de-escalation or assistance calls from Access Center Staff~~
- ~~• Will be polite and professional at all times~~
- ~~• Will adhere to local municipal codes with the City of Lodi~~

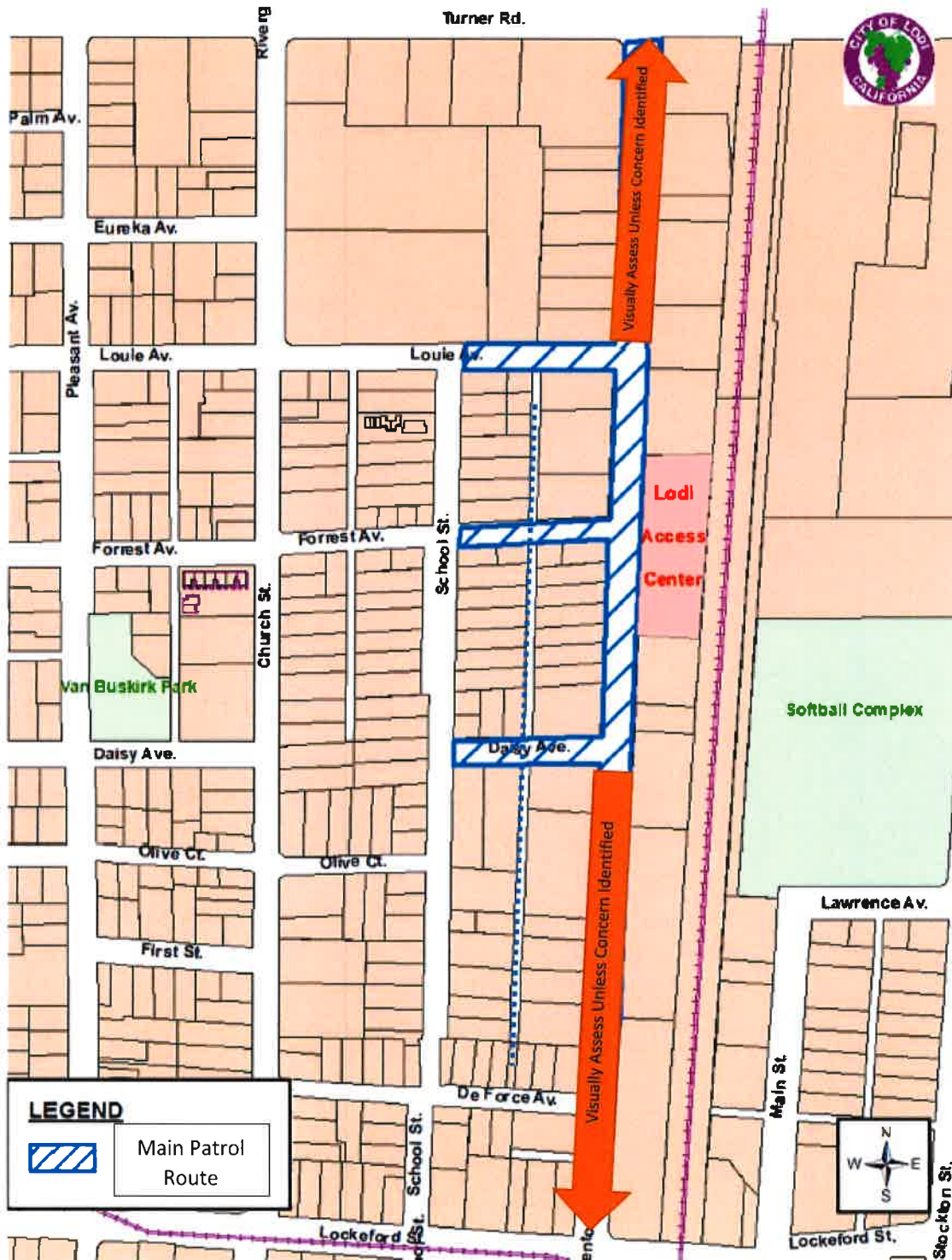
Exhibit 2 to Amendment 3 (Revised Scope of Work)

- ~~Work independently from and the ability to work closely with the Lodi Police Department~~
- ~~Demonstrate sound judgment, self-control, and the ability to effectively interact with individuals who may be distressed, experiencing disabilities, or under the influence of substances.~~
- ~~Manage high-stress situations calmly and appropriately, prioritizing safety and de-escalation.~~
- ~~Attend relevant trainings provided by the Lodi Police Department and Access Center Staff with the goal of building knowledge and rapport~~
- ~~City of Lodi provided vehicle(s) along with fuel and required maintenance, will remain the responsibility of the City of Lodi~~

Engagement Expectations

- ~~Ambassadors are expected to actively engage with individuals who are loitering, camping in vehicles, or otherwise remaining in the area for extended periods without reason on Sacramento Street, and neighboring streets (ex. Daisy, Forest, Louie)/alleyways~~
- ~~Engagement should remain professional and service-oriented~~
- ~~If an individual refuses to move along after being asked or based on the circumstances the Ambassadors feel the situation is unsafe, Ambassadors shall report the situation to the Lodi Police Department non-emergency line for follow-up and share the information with the shelter for outreach efforts when applicable~~
- ~~All emergency situations shall be handled in accordance with A1 established emergency response protocols, including immediate contact with emergency services (911) when warranted.~~

Attachment A





PPO# 15610

A1 Protective Services

11060 White Rock Rd. Suite 280 Rancho Cordova, CA 95670 Phone: (916) 421-3000 Fax: (916) 421-3700

**City of Lodi
Lodi Access Center
710 N. Sacramento Street
Lodi, CA 95240**

Item(s)	Rate per hour
(1) Unarmed Guard Sunday to Saturday (7 days a week) From 6am to 10pm (16 hours per day)	\$ 33.37 Average: \$ 16,195.46 per month

The Holiday rate will be billed at time and a half of the regular hourly rate.

*Observed Holidays are: New Year's Day, Martin Luther King Jr. Day, Presidents Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day and Christmas Day.

Client Name and Contact:
Christina Jaromay
cjaromay@lodi.gov

Prepared By:
02/27/2026
Paula Jones
ploann@aol.com



PPO# 15610

AI Protective Services

11060 White Rock Rd. Suite 280 Rancho Cordova, CA 95670 Phone: (916) 421-3000 Fax: (916) 421-3700

**City of Lodi
City Hall
221 Pine Street
Lodi, CA 95241**

Item(s)	Cost
(1) Unarmed Standing Guard Every 1 st and 3 rd Wednesday of each month From 6pm to 10pm (4 hours per day)	\$ 33.37 Average: \$ 266.96 per month

The Holiday rate will be billed at time and a half of the regular hourly rate.

*Observed Holidays are: New Year's Day, Martin Luther King Jr. Day, Presidents Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day and Christmas Day.

Client Name and Contact:
Christina Jaromay
cjaromay@lodi.gov

Prepared By:
02/27/2026
Paula Jones
ploann@aol.com