



GENERAL AGREEMENT
FOR
CONTRACT SAFETY SERVICES

Dated Effective
February 27, 2018

By
and
between

VENICE BEACH PROPERTY OWNERS ASSOCIATION

and

UNIVERSAL PROTECTION SERVICE, LP
DBA: ALLIED UNIVERSAL SECURITY SERVICES

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GENERAL AGREEMENT FOR SECURITY SERVICES

Venice Beach Property Owners Association (hereinafter referred to as the "Company") and UNIVERSAL PROTECTION SERVICE LP, DBA: ALLIED UNIVERSAL SECURITY SERVICES, (hereinafter referred to as the "Contractor"), enter into this Agreement as of the Effective Date noted above.

IN CONSIDERATION of the mutual promises, covenants and conditions contained herein, the parties hereto agree as follows:

The Contractor shall perform safety services (as more fully described in the "Scope of Services" attached as Exhibit 1 (hereinafter "Services") for the Company in accordance with this Agreement, the attached Terms and Conditions, and all other Exhibits attached hereto and hereby made a part hereof, as well as the provisions contained in any agreement supplemental hereto, which supplemental agreements shall be considered a part of this Agreement when signed by both parties. Said Services shall be performed in the District Area as set forth in Exhibit 3. Certain Services may require personnel to be outside the District Area.

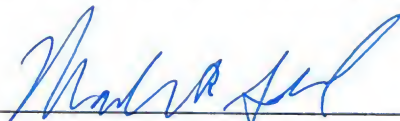
This Agreement shall be in effect on the first day Services are provided, which shall be not be later than thirty (30) days after full execution hereof, through 12/31/2021 or until terminated or extended as provided in the Terms and Conditions.

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

UNIVERSAL PROTECTION SERVICES LP

VENICE BEACH PROPERTY OWNERS ASSOCIATION

By: 

By: 

Name: Steve Claton

Name: Mark Sokol *For Venice Beach Property owner's Association*

Title: Regional President

Title: President

Date: February 28, 2018

Date: February 28, 2018

TERMS AND CONDITIONS

1. PERFORMANCE OF THE SERVICES

1.1 DEFINITIONS

(a) "Services" means all services to be performed by the Contractor under this Agreement.

(b) "Day(s)", "Week(s)" and "Month(s)" mean calendar day (s), week(s) and month(s) unless otherwise expressly stated.

2. INDEPENDENT CONTRACTOR

The Contractor shall perform the Services hereunder as an independent contractor, retaining complete control over its personnel and operations, conforming to all statutory requirements with respect to its employees and agents, and providing all appropriate employee benefits. Neither the Contractor nor its employees or agents shall be, in any sense, the Company's employees or agents or have any authority to bind the Company in any way. During the provision of Services hereunder, the Contractor shall consult frequently, and as requested by the Company, with the Company's designated representative(s) in order to coordinate the specific services being provided with respect to the Company's overall service requirements.

3. SPECIFICATIONS

The Contractor shall perform the Services in accordance with the specifications set forth in this Agreement and these Terms and Conditions and the exhibits attached hereto, and with such additional materials and explanations as the Company may provide to the Contractor from time to time to explain and clarify the Services, or as otherwise agreed to by the parties in a writing signed by both.

4. PERMITS/LICENSES

The Contractor confirms that it has obtained and shall maintain and continue to obtain any and all permits, licenses and authorizations which may be required by any and all governmental authorities with respect to the Services, all at the Contractor's expense, prior to performing any Services that require such permits, licenses or authorizations, and as such requirements may change over time. All installations and equipment used by the Contractor in performing the Services shall be maintained in strict conformity with the requirements of all local, city, county, state and federal laws, rules, ordinances, and regulations.

5. ITEMS TO BE PROVIDED BY CONTRACTOR

The Contractor shall provide the items required in Exhibit I.

6. COMPENSATION

6.1 TOTAL COMPENSATION

The total compensation to be paid to the Contractor under this Agreement is estimated to be \$_____ based on the attached Billing Rates Schedule Exhibit 4 and subject to all terms hereof, including rate and scheduling adjustments as mutually agreed by the parties in writing.

6.2 CHANGES IN SERVICES

The Contractor shall provide the Company all safety services and personnel necessary to fulfill its obligations under this Agreement. The Contractor shall provide professionally and adequately trained

safety officers at all times to perform the Services as prescribed by this Agreement and post orders. The Company reserves the right to expand these services to include other areas within the City of Los Angeles, and understands that Contractor's officers may also be assigned by Contractor to other areas and duties for other client services. Safety officers employed by the Contractor shall perform the duties outlined in the post orders prepared for each position in consultation with the Company. These orders define the work and methods to be performed by each post. Except in emergencies, no deviations shall be made. The post orders shall be provided by the Contractor.

The Contractor understands and agrees that this is not a typical safety operation and the Contractor's management is willing and able to work flexibly with the Company to provide highly-trained and motivated safety personnel as defined in this Agreement in order to serve Company's special needs.

6.3 TERMS OF PAYMENT

The Contractor shall bill the Company for its actual costs incurred on a weekly basis. The Contractor shall submit an invoice detailing an hourly breakdown for each employee and substantiated by the Company's electronic time keeping system for compensation due hereunder for said period for Services performed during the previous week and for appropriate costs and expenses associated therewith. The amount due hereunder will be paid within thirty (30) days of receipt of invoice, subject to the following provisions. The Company, in its sole discretion, may withhold from payment any amounts necessary to cover questionable charges until the accuracy of any and all supporting details of such questionable charges are verified to the Company's satisfaction. Alternatively, the Company may pay the invoiced amount of questionable charges subject to later challenge in accordance with the provisions set forth in Section 13 of this Agreement.

6.4 TAXES

The Contractor shall pay, and the Contractor's compensation provided for hereunder includes, an allowance for all State, Federal and other payroll taxes, including contributions and taxes assessed against employees on wages earned in connection with the Services. The Contractor shall make all reports required by governmental authorities or requested to be made by the Company in respect of this paragraph. The Contractor shall also pay, and the Contractor's compensation provided for hereunder includes, an allowance for any and all other taxes now or hereafter imposed by any governmental authority upon, measured by or incident to the performance of this Agreement or the purchase, storage, use or consumption by the Contractor of materials, utilities, consumable supplies, tools or construction equipment used in the performance of this Agreement unless the applicable law specifically provides that such tax be paid by the Company.

Notwithstanding anything contained in this Agreement to the contrary, the Contractor will have the opportunity to negotiate for increases in uncontrollable costs such as Federal, State, and Local taxes. In such events, the Contractor will provide the Company with written documentation substantiating any request for an increase in mark-up.

Conversely if these costs decrease, then the Company also will have the opportunity to negotiate for decreases in mark-up. Any increase on payroll taxes shall not include an increase in administrative fees paid to the Contractor.

7. COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor shall comply with all laws, regulations, decrees, codes, ordinances, resolutions, and other acts of any governmental authority, including Federal and State labor, occupational safety (OSHA) and tax laws, which are applicable to this Agreement and the Contractor's performance hereunder. The Contractor shall indemnify and hold the Company and all its officers, directors, employees and representatives harmless from and against any and all loss, damage, injury, liability, claims, fines and penalties resulting directly or indirectly from the Contractor's failure to do so.

The safety of all personnel employed by the Contractor under this Agreement shall be the responsibility of the Contractor. The Contractor shall take all reasonable measures and precautions to prevent injury and/or death to any of its employees assigned to the Company's contract. Such measures and precautions shall include, but are not limited to any and all safeguards, postings and warnings concerning the Company's service areas which could be dangerous and to prevent accidents of any kind.

8. LIABILITY AND INDEMNIFICATION

The Company, its Board of Directors, corporate officers, directors, representatives, agents and employees, shall not be liable for any loss, claim, expense, damage or injury of any kind or character to any of the Contractor's employees, agents, invitees, guests or to any person or property arising out of this Agreement, or from any accident, whether inside or outside in the performance of Services, or any fire or other casualty except to the extent arising out of the Company's gross negligence or willful misconduct. The Contractor hereby agrees to indemnify and hold the Company, its Board of Directors, corporate officers, directors, representatives, agents, employees, and beneficiaries free and harmless from all liability arising out of its performance of the Services provided under the terms of this Agreement by the Contractor including, but not limited to, any and all claims arising from the Contractor's hiring and firing practices (except to the extent that such practices are undertaken at the Company's direction and are based on an illegal discriminatory purpose), for the negligence, active or passive, or the gross or willful misconduct of the Contractor, its agents, employees and invitees, for each loss, damage or injury to any persons or property and from all costs and expenses, including reasonable attorneys' fees, arising therefrom. This indemnity will apply for the benefit of the Company to the extent the Company was not passively, concurrently or actively gross negligent and regardless of whether liability without fault is imposed or sought to be imposed on the Company, except to the extent that such indemnity is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this Agreement, and except where such loss, damage, injury, liability, or claim is the result of gross negligence or willful misconduct of the Company not contributed to by any act of, or by any negligent performance or omission of, the Contractor to perform some duty imposed by law or contract on the Contractor, its agent or employee. Contractor's indemnification obligations shall not extend to first party losses sustained by Company, or other benefits or insurance provided by Company to its employees, including, but not limited to, medical, disability and workers compensation benefits.

Vehicles: To the extent Company owns, maintains, and insures certain automobiles and other vehicles (the "Company Vehicles") used by Contractor in the course of performing the Services, then notwithstanding anything to the contrary in this Section 8, Contractor will not be required to indemnify the Company, its Board of Directors, corporate officers, directors, representatives, agents, employees, and beneficiaries for any losses, claims, damages, injuries, or expenses to the extent that any such losses, claims, damages, injuries, or expenses are covered and paid by the automobile insurance policy maintained by Company; provided, however, Contractor will be required to indemnify Company for (i)

any increases in automobile insurance policy premiums paid by Company or other costs (such as accident deductibles) resulting from Contractor's or its employees' or agents' accidents, driving records or failure to abide by the terms and conditions of this Agreement or Company's automobile insurance policy, minus 2% to adjust for normal premium increases that take place each year in the marketplace regardless of the Contractor's driving performance and (ii) any losses, claims, damages, injuries, or expenses that are not covered and paid by Company's automobile insurance policy.

9. INSURANCE

9.1 INSURANCE REQUIRED

The Contractor shall, at its cost and expense, maintain in force, for the joint benefit of Company and any Company Partner, and their respective affiliates, directors, officers, agents, employees and assigns (collectively the "Additional Insureds"), a broad form comprehensive coverage policy of general liability insurance, including broad form contractual liability by the terms of which the Additional Insureds are named as additional insureds and are indemnified against liability for damage or injury (including death) to the property or person of the Contractor's employees, agents, invitees or any other person arising out of or in connection with this Agreement excluding the gross negligence and willful misconduct of the Company. Such insurance policies shall maintain the minimum basis at five million (\$5,000,000.00) dollars single limits and coverage for damage or injury or death in any one accident; automobile liability insurance of one million (\$1,000,000.00) dollar's per occurrence. Such insurance policies shall be stated to be primary and non-contributing in accordance with the provisions of this Agreement with any insurance carried by the Additional Insureds, and shall provide coverage on an "occurrence" basis. The Contractor shall deliver to the Company, and to each of the Additional Insureds so requesting, a certificate of each insurance carrier as to each insurance policy which shows the Additional Insureds are included as additional insureds. Said policy or policies shall require notice to the Company of cancellation at least thirty (30) days or more prior to the effective date of cancellation.

Company shall maintain an automobile insurance policy for all automobiles owned by Company that Contractor is authorized to operate when performing its duties under this Agreement and such policy shall (a) have a coverage limit of not less than \$1,000,000, (b) name Contractor as an additional insured and (c) require that Contractor be provided at least 10 days' prior written notice of cancellation.

9.2 INSURANCE SPECIFICATIONS

The Contractor shall maintain during the term of this agreement the following in insurance with companies and on terms satisfactory to the Company:

9.2.1 Workers Compensation and Employer's Liability Insurance as prescribed by applicable law.

9.2.2 Comprehensive General Liability Insurance (Bodily Injury and Property Damage), the limits of which shall be not less than \$5,000,000 per occurrence and which include the following supplementary coverage:

(a) Contractual Liability to cover liability assumed under this Agreement.

(b) Broad Form Property Damage Insurance.

(c) Products Liability and Completed Operations.

9.2.3 Professional Liability Insurance, the limits of which will not be less than \$1,000,000 with supplemental coverage of Contractual Liability to cover liability assumed under this Agreement.

9.2.4 Automobile Bodily Injury and Property Damage Liability Insurance, the limits of which shall not be less than \$1,000,000 Bodily Injury and \$1,000,000 Property Damage per occurrence. Such insurance shall extend to owned, non-owned, and hired automobiles used by the Contractor's employees, agents and/or subcontractors in the performance of this Agreement.

9.2.5 Excess Liability with minimum limits of \$5,000,000 excess of general, auto and employers' liability on a following form primary or broader form.

9.3 POLICY ENDORSEMENTS

a) The insurance specified in Section 9.1 through 9.2.5 hereof shall contain a waiver of subrogation against the Additional Insureds and Company agrees that Contractor is not an insurer of Company's operations, personnel or facilities. Except as provided elsewhere in this Agreement, Company assumes all risk of loss, physical damage and personal injury at its operations, to its personnel and/or facilities or any other property resulting from fire, theft or other casualty, and Company waives any right of recovery and its insurers' right of subrogation against Contractor for any loss or damage resulting from any such occurrence.

(b) The insurance specified in Section 9.1 through 9.2.5 hereof shall;

(i) Name the Additional Insureds as additional insureds;

(ii) Contain a Cross Liability Endorsement which provides that the insurance applies separately to each insured, and that the policies will cover claims or suits by one insured against another.

(c) The insurance specified in 9.1 through 9.2.5 hereof shall include a requirement that the insurer provide the Company with thirty (30) days written notice prior to the effective date of any cancellation or material change of the insurance.

9.4 EVIDENCE OF INSURANCE

Before commencing the work hereunder, the Contractor shall provide the Company with certificates or other documentary evidence of the above insurance satisfactory to the Company.

10. WARRANTY

The Contractor warrants that the Services to be rendered pursuant to this Agreement shall be performed in accordance with the standards customarily provided by an experienced and competent professional organization rendering the same or similar services, without limitation to any remedy available to the Company at law or equity. The Contractor shall re-perform at its sole expense any of said Services that, in the Company's sole discretion, were not performed in accordance with this standard provided that the Contractor is notified in writing of the nonconformity within 180 days after the completion of the nonconforming service.

11. COSTS AND ATTORNEYS' FEES

The Contractor shall promptly pay to the Company (a) all costs and reasonable attorneys' fees incurred by the Company resulting directly or indirectly from any and all loss, damage, injury, liability and claims for which the Contractor is obligated to indemnify the Company pursuant to Sections 7, 8, and 9 hereof,

and (b) all costs and reasonable attorneys' fees in any legal action in which the Company or its affiliates prevail, in whole or part, brought against the Contractor based on a breach of this Agreement.

12. ASSIGNMENT

Neither this Agreement nor money due the Contractor hereunder shall be assigned, subcontracted or transferred in whole or in part by the Contractor, except with the prior written consent of the Company, and any attempt to do so without such written consent shall be void. Notwithstanding the foregoing, only with the prior written consent of the company may the Contractor assign or delegate the performance of its duties hereunder, in whole or in part, to a subsidiary of the Contractor, provided however that if such written consent is given by the Company, the Contractor shall be liable to the Company for such performance as if such assignment or delegation had not occurred.

13. RECORDS AND AUDITS

The parties agree that this agreement will commence commensurate with the billing model in Exhibit 2 attached hereto. Company has the option to convert to a "reimbursable" billing model. In the event, Company elects at its discretion to convert to a "reimbursable" billing model, this section shall apply. The Contractor owns its work product created in connection with the Services, shall maintain true and correct sets of records in connection with the work and all transactions related thereto, and shall retain all such records for at least thirty-six (36) months after this Agreement terminates and provide them to Company or to Contractor's successor if and as requested throughout such period. The Company may from time to time, and at any time from the date of this Agreement until the date that is thirty-six (36) months after the termination of this Agreement, make an audit of all records of the Contractor and its vendors in connection with all reimbursable costs under this Agreement. The audit will be at Contractor's expense to the extent it results in a savings to Company of more than 3% for the period audited.

14. CONTRACTOR'S UNDERSTANDING

It is understood that the Contractor, as a result of careful examination, is satisfied as to the nature and location of the work, (insofar as apparent from visual inspection of the Services area and from plans and drawings, if any, furnished by the Company), the character, quality and quantity of the materials to be used, the character of the equipment and facilities needed preliminary to and during the performance of the work, the general and local conditions, and all other matters which could in any way affect the work under this Agreement. No representations by or oral agreement with any agent or employee of the Company, either before or after the execution of this Agreement, shall affect or modify any of the Contractor's rights or obligations hereunder.

15. HEADINGS

Headings of Sections and other parts of this Agreement are for reference only and are not to be construed as part of this Agreement. In some instances a section or part contains provisions not covered by the heading thereof; in other instances, a section of part contains provisions that are described in the heading of another section or part.

16. TERMINATION

16.1 This Agreement may be terminated at any time with or without cause by the Company by giving no less than thirty (30) days prior written notice to the Contractor. In event of such termination by the Company, work shall be discontinued as provided in the termination instruction, and the Company shall pay the Contractor all undisputed amounts of compensation as provided herein for all Services completed

prior to and during the orderly shutting down of the work or in accordance with the termination instructions, but in any event such payment shall not exceed the unpaid part of the Contractor's compensation.

16.2 The Contractor may terminate this Agreement with or without cause by giving not less than ninety (90) days prior written notice to the Company if, as of the date of notice, the Contractor's provision of Services under this Agreement is deemed acceptable by the Company in its sole discretion.

16.3 The term of this Agreement shall be for the period beginning on the first day Services are provided, which shall be not be later than 30 days after full execution hereof, and concluding on December 31, 2021, and the Company shall have the option to renew for an additional __ 6 months unless earlier terminated pursuant to the terms and conditions as set forth in this Agreement. Such option shall be exercised in writing pursuant to the Notice provisions of this Agreement no later than 30 days before the end of the initial term. After expiration of the then current term, including the initial term if the option is not exercised by the Company, the Agreement shall be automatically renewed for successive one-month periods unless revoked by the Company upon thirty (30) days written notice or by the Contractor upon ninety (90) days written notice.

16.4 Upon termination of the Agreement, the Contractor shall immediately return to the Company all equipment, materials and supplies owned by the Company, including but not limited to the uniforms worn by the Contractor's employees (if purchased by Company) in performing the Services, and shall provide to any subsequent service provider, to the extent requested by Company, such work product materials as Contractor and the new provider reasonably may agree would be helpful to the new provider in terms of providing for a smooth transition and Services on a continuing basis.

17. DELAYS

17.1 DELAYS, SUSPENSIONS AND EXTENSIONS

The Company may require the Contractor, for any reason, to suspend performance hereunder completely or partially for whatever length of time the Company may elect. Unless the Company and the Contractor otherwise agree, the time for completion shall be extended by each period that the Contractor is delayed by (a) the Company or another independent contractor who is directly responsible to the Company (unless such delay is due to the Contractor's default); (b) an act of God or the elements; (c) strikes, disturbances, riots, fire, governmental action, acts of war or any other cause similar or dissimilar to the foregoing which are beyond the reasonable control of the party from whom the affected performance was due, or other cause beyond the Contractor's reasonable control; or (d) a labor disturbance. The appropriateness of any work stoppage due to inclement weather will be determined by mutual agreement of the Contractor and the Company. No billable hours will accrue and become payable hereunder as a result of the nonperformance of any Services due to inclement weather or other acts outside the control of the Company. The Contractor shall notify the Company in writing each time the Contractor requests such extension, within five (5) days after the start of the occurrence causing the delay. Nothing in this Section shall limit the Company's rights under Sections 6 and 17.

17.2 DAMAGES DUE TO DELAYS AND SUSPENSIONS

Neither party shall be liable for any damages, direct, consequential or incidental, indirect or punitive damages, for lost profits, or otherwise, suffered by the other party due to delays and suspensions as provided herein. Where the Contractor is not in default, the Contractor shall be entitled to reimbursement for substantiated and reasonable direct costs caused by delays and suspensions only to the extent such

delays and suspensions are caused directly by the Company and other independent contractors who are directly responsible to the Company. The Contractor shall be obligated to proceed with the Services notwithstanding a dispute on reimbursement; such action shall not prejudice either party's claim with respect to reimbursement.

18. STRICT PERFORMANCE

The right of either party to require strict performance shall not be affected by any prior waiver.

19. GOVERNMENTAL EMPLOYMENT REGULATIONS

In connection with the performance of work under this Agreement, and in addition to compliance with all other government requirements as otherwise referenced in this Agreement, the Contractor shall comply with all of the provisions below, which provisions are made a part hereof insofar as such provisions may be applicable to this Agreement and the Contractor's performance hereunder, and as such provisions may have been or be updated:

(a) **EQUAL OPPORTUNITY**; the Contractor hereby certifies that it will fully comply with Executive Order 11246, as amended by Executive Order 11375, and the rules and regulations issued thereunder.

The Contractor commits itself to such compliance upon execution of this Agreement and the attached Certificate of Non-segregated Facilities (G0279-2).

(b) **AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS**: The regulations issued under the Rehabilitation Act of 1973 in Title 41, Chapter 60, Part 6-741 of the Code of Federal Regulations.

(c) **AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA**: The regulations issued under the Vietnam Era Veteran's Readjustment Assistance Act of 1974 in Title 41, Chapter 60, Part 60250 of the Code of Federal Regulations.

(d) **IMMIGRATION REFORM AND CONTROL ACT OF 1986**: The Contractor agrees and covenants that none of its employees or employees of its subcontractors who provide services to the Company pursuant to this contract are unauthorized aliens as defined in the Immigration Reform and Control Act of 1986.

20. GOVERNING LAW

The validity, interpretation and performance of this Agreement shall be governed by and construed in accordance with the local law of the State of California. Some or all of the physical security guard services identified in this Agreement could be designated as a Qualified Anti-terrorism Technology ("QATT") under the Support Anti-terrorism by Effective Technologies (SAFETY) Act of 2002, 6 U.S.C. §§ 441-444, as amended. Where this QATT has been deployed in defense against, response or recovery from an act of terrorism, as that latter term is defined under the SAFETY Act (as herein defined), Contractor and Company agree to waive all claims against each other, including their professionals, directors, agents or other representatives, arising out of the manufacture, sale, use or operation of the QATT, and further agree that each is responsible for losses, including business interruption losses, that it sustains, or for losses sustained by its own employees resulting from an activity arising out of such act of terrorism. This provision shall apply throughout the term of this Agreement, regardless of whether Contractor should cease to have SAFETY Act coverage for these Services for any reason

21. NOTICES

Any notices to be sent by either party hereto to the other party shall be in writing and delivered personally, sent by reputable overnight or same-day courier, or sent by United States certified or registered mail, postage prepaid, and addressed to the addresses set forth below, with copies by email. Either party may change the address to which notice to such party shall be sent hereunder by providing the other party with notice of such address in accordance with the provisions of this paragraph. Notices shall be effective upon the earlier of actual receipt or (i) relative to overnight mail, the day after deposit in such overnight mail or (ii) with respect to registered or certified mail, the date which is three (3) business days after deposit.

If to the Company:

Tara Devine, Executive Director

_____ 1320/1322 Pacific Avenue

_____ Venice, CA 90291-3608

tara@venicebeachbid.com

With copies to Mark Sokol at mark@venicebeachbid.com and Steven Heumann at steve@venicebeachbid.com

If to the Contractor:

UNIVERSAL PROTECTION SERVICE LP

Steve Claton, President 1551 North Tustin Avenue, Suite 650 Santa Ana, CA 92705 Phone No: (714) 619-9718 Facsimile No; (714) 619-9701, and [email]

22. ACTIONS AND CONDUCT OF EMPLOYEES

The contractor agrees that all its employees shall conduct themselves and act in a professional and courteous manner at all times in the providing of Services to the Company.

23. PERSONNEL RECRUITMENT, SCREENING AND SELECTION

The Contractor agrees that all of its employees performing Services in connection with this agreement shall have satisfied all of the Contractor's hiring and employment screening policies. The Company, at its discretion, may require the Contractor to conduct additional screening of those of its employees that shall be performing the Services, and the Contractor agrees to conduct such screening within 10 days of receiving notice of such additional screening that the Company desires to be completed. Contractor agrees to make a specific effort, including but not limited to attending or creating job fairs, to hire locally to the extent new hires are required to fulfill its obligations under this Agreement, and to the extent otherwise consistent with Contractor's policies, practices, and standards.

24. SERVICES SCHEDULE

The Contractor agrees that it shall provide Services to the Company in connection with this Agreement according to the Schedule set forth in the SCOPE OF SERVICES Exhibit 1. The Company shall reserve the right to periodically review the Schedule and require such modifications to the Schedule as it may deem necessary upon its review, and Contractor agrees to provide Services pursuant to the Schedule as modified or amended and confirmed in writing.

25. TRAINING OF EMPLOYEES

The Contractor agrees that all of its employees performing Services in connection with this Agreement for the Company shall have undergone appropriate training sufficient to provide the level of services to which Contractor has obligated itself under this Agreement. Furthermore, Contractor agrees to provide specialized training as to treating homeless individuals and families with dignity and as to connecting them to local and city services, utilizing such outside training experts as reasonably necessary to accomplish this purpose.

26. COMPANY PARTNERS

The Contractor understands and agrees that the Services to be performed by the Contractor under this Agreement shall be performed, as the Company so desires and directs, for the Company directly or for the Company as part of an agreement between the Company and any Company Partner as set forth in COMPANY PARTNERS Exhibit 3 attached hereto, such exhibit to be amended periodically as additional Company Partners are added. The Company and the Contractor further agree that any contractual relationship between the stated and a Company Partner will not affect this Agreement or the Contractor's obligations hereunder. Notwithstanding the foregoing, this Agreement is entered into solely for the mutual benefit of the parties hereto and no benefits, rights, duties or obligations are intended or created by this Agreement as to any third parties.

27. SUBSTANCE ABUSE POLICY

27.1 It is the Company's policy that no individual is to perform any Services with unauthorized substances or illegal drugs in their system or under the influence of alcohol. The unauthorized use, possession, concealment, transportation or sale of illegal drugs, unauthorized drugs, drug paraphernalia or alcoholic beverages is strictly prohibited while Contractor and its employees and agents are performing any Services.

27.2 The Contractor agrees to establish a similar policy as stated in 27.1 for its employees, agents, representatives and subcontractors and maintain a program to insure compliance. In the event that the Company has reasonable suspicion that a Contractor employee, agent or any other third party performing Services on behalf of the Contractor is impaired by drugs or alcohol, and following the involvement of any of the Contractor's employee agent or any other third party performing Services on behalf of the Contractor in any accident, the Contractor shall remove such employee, who shall be prohibited from re-entry until such time as the Contractor provides the Company with adequate assurances that the employee was not impaired or has completed a treatment or rehabilitation program. Should the employee be found impaired a second time, such employee shall be permanently barred from performing any Services.

28. SUCCESSOR-IN-INTEREST

The Company and the Contractor agree that the terms of this Agreement shall be valid and binding on each of the Contractor's successors in interest, and subject to the limitations on assignment and delegation provided herein.

29. ARBITRATION

Any controversy or claim arising out of or relating to this Agreement, or the actual or alleged breach hereof, shall be settled by arbitration conducted in the County of Los Angeles in accordance with, and by a single arbitrator appointed pursuant to, the Rules of the American Arbitration Association in effect at the time. Judgment upon an award rendered pursuant there to may be entered in any court having jurisdiction. Costs of any such arbitration, including attorneys' fees, shall be apportioned by the arbitrator in his or her reasonable discretion.

30. ENTIRE AGREEMENT

This Agreement and its reference attachments and Exhibits contain the entire agreement of the parties and supersedes any prior written or oral agreements between the Company and the Contractor. In the event of any conflict between the provisions of this Agreement and any of its attachments or Exhibits, this Agreement and these Terms and Conditions shall control.

31. ADDITIONAL PROVISIONS

Company and its partners, members and shareholders, and the respective directors, employees, officers, and agents of any of the foregoing, shall not be personally liable under this Agreement and Contractor hereby agrees to look solely to Company's insurance.

Company shall have the right to terminate this Agreement at any point during the term should the Venice Beach Business Improvement District become insolvent or disestablished for any reason, including but not limited to the lack of city funded assessments or as a result of litigation such as is presently pending and of which the parties hereto acknowledge notice.

EXHIBIT I
SCOPE OF SERVICES

Using its own employees and equipment, as well as designated equipment owned by the Company, the Contractor shall perform Safety Services in the area known as the Venice Beach Business Improvement District, in accordance with the attached map and the specification and provisions contained in and made a part of this Agreement. The Services shall be performed on a 24 hour per day basis ("Operating Hours") subject to the Parties' mutual agreement as to specific deployment schedules as developed from time-to-time.

SPECIFICATIONS FOR SERVICES

EQUIPMENT

CONTRACTOR will provide safety personnel with i-phones and holders, equipped with CyCop guard tour monitoring program, a minimum of three bicycles, bicycle helmets, uniforms, disposable gloves, hand sanitizer and first-responder first-aid kits at no cost to the employee or COMPANY. If Company elects to provide uniforms, they will be supplied in sufficient quantity to permit cleaning of such issued uniforms on a regular basis. (The employee is responsible for cleaning of his/her uniforms.)

CONTRACTOR will also provide patrol vehicle equipped with amber lights and safety gear.

CONTRACTOR shall provide a Sam Brown utility belt, baton (PR-24), pepper foam, handcuffs & holder, flashlight & holder, for each safety officer assigned to the Company's account and 1 computer and 1 printer for the Project Manager as well as Allied Universal Security Services email accounts for all safety personnel needing an email account.

CONTRACTOR shall maintain all COMPANY equipment in a professional manner, ensuring that is free of defects, serviceable and presentable to the public. This provision extends to any COMPANY property used by CONTRACTOR or its employees. CONTRACTOR agrees to repair and/or replace damaged or lost COMPANY property as a result of anything other than ordinary wear and tear. Contractor shall make such repairs and or obtain replacement equipment within 72 hours of damage.

CONTRACTOR will operate any CONTRACTOR owned vehicles and will be responsible for safe operation, safekeeping, and prompt repair or replacement as needed, when in the possession of the CONTRACTOR or its employees. Contractor will pay for the fuel, regular maintenance and automobile insurance for the Contractor-owned vehicles.

It shall be the CONTRACTOR'S sole obligation to bear all expense associated with the repair or replacement of any Contractor vehicle which is damaged or destroyed while that vehicle is being used by CONTRACTOR or its employees. Any damaged or destroyed vehicle shall be replaced within 48 hours of damage by the CONTRACTOR. In the event that repair or replacement requires longer than 48 hours, CONTRACTOR will provide a suitable replacement vehicle, acceptable to COMPANY, at the Contractor's sole expense. In no event shall more than 30 days elapse before a damaged or destroyed vehicle is repaired or replaced.

CONTRACTOR will ensure that all equipment in its possession is cleaned at least daily and accounted for on a weekly basis. CONTRACTOR or its employees will make immediate notification to the COMPANY whenever it becomes aware of damaged or inoperable property or equipment owned by the COMPANY.

PERSONNEL

Safety Personnel shall not be deployed with firearms.

Safety Personnel shall be deployed on bicycle, in vehicles and on foot beats or zones established by COMPANY according to need. CONTRACTOR'S employees shall be deployed with all equipment/supplies (radio, PDA, etc.) necessary to provide Safety Services within their area of assignment. CONTRACTOR'S employees may utilize the Contractor vehicle(s) as part of their patrol. The Contractor's vehicle(s) may be used in other situations only if the prior, express approval of the COMPANY Director of Operations is first obtained.

Bicycle and vehicle patrols will be deployed with a standard first aid kit. The CONTRACTOR'S employees are not authorized to have possession of or use any other restraint equipment or self-defense equipment such as handcuffs, batons, chemical sprays, etc. unless otherwise fully trained and certified.

CONTRACTOR shall deploy Safety Personnel with pepper or foam spray and/or baton within CONTRACTOR'S sound and reasoned discretion. If Safety Personnel are deployed using pepper or foam sprays, CONTRACTOR shall ensure that any personnel so deployed have fully, completely and currently satisfied all of the requirements mandated by the State of California (and/or any municipal or other authority) for the use of such sprays and are familiar with the policies and procedures governing the use of such sprays.

A minimum of three

Bicycles will be provided by the Contractor. All CONTRACTOR employees assigned to operate a bicycle must first be trained and certified to meet minimum industry standards (a minimum of 8 hours of bicycle instruction). CONTRACTOR must provide this certified bicycle training and shall not assign employees to the District who have not completed this training. Contractor will establish a maintenance program and will pay for normal wear and tear maintenance of the bicycles.

Any change in the deployment and/or equipment of CONTRACTOR'S employees must first be approved, in writing, by the COMPANY.

All employees will begin with a daily briefing at the field Office, which is the location of deployment. The CONTRACTOR is responsible for providing a schedule of assigned personnel to the COMPANY one (1) week prior to the deployment dates. In addition, the CONTRACTOR will update any changes to that schedule on the day of service and maintain a daily in-service deployment sheet, accounting for all employees assigned to this contract.

Parties will agree to the work schedules and changes to work schedules as mutually deemed appropriate by COMPANY on an ongoing basis.

NOTIFICATIONS & REPORTING

CONTRACTOR and its employees shall record and report on a daily basis to the COMPANY any and all areas of safety concerns.

CONTRACTOR shall immediately notify the COMPANY Director of Operations or designate regarding any emergent incident, hazard, CONTRACTOR'S employee injury, arrest or "out of the ordinary" incident or call for service.

CONTRACTOR is responsible for completing any necessary regulatory reports to government agencies, reporting or documenting an employee injury or other incident (accident, arrest, etc.).

CONTRACTOR shall timely provide COMPANY with copies of all such reports if requested.

SPECIAL EVENTS: CONTRACTOR understands that from time to time, adjustments in staffing may be required to accommodate a special event and/or other activity occurring in the District Area. CONTRACTOR will be provided with as much notice as possible and will be required to staff the event with requested personnel.

REQUESTED PERSONNEL (subject to future adjustments): CONTRACTOR shall diligently strive to maintain the requested personnel level. CONTRACTOR is NOT AUTHORIZED to expend any overtime without the written approval or request of the COMPANY. No overtime premium will be billed when officers work overtime to cover shifts as a result of the number of requested personnel not being provided by Contractor.

EXHIBITS

Exhibit 1: Scope of Service

The Contractor will present a highly visible, operational force, which will identify report and/or correct problems and communicate them to the District staff and/or appropriate City of Los Angeles personnel. They will personify a customer service attitude to all stakeholders in the District. The frequency of performing these services on each of the block faces, planter beds & planters, bike racks, pavers, and trash receptacles within the District will be mutually agreed upon by the successful Contractor and the District.

Routine street team cleaning and maintenance services will follow industry standards including proper maintenance and cleaning techniques in an environmentally sensitive and appropriate manner in compliance with all local, state and federal laws. The services will address cleaning, maintenance and other services provided by the District as outlined in our Management District Plan which is available at:

http://clkrep.lacity.org/onlinedocs/2016/16-0749_misc_06-24-2016.pdf

The Contractor must keep up to 60 blocks (which vary greatly in size and shape and include many partial blocks) clean and well-maintained. Service needs will vary throughout the District; Contractors are strongly encouraged to tour the District, study the Management District Plan carefully and note the differences in service levels/assessments in Zone 1 and Zone 2, and develop a plan that reflects the resources available for each Zone. The District desires a service plan that will foster and then maintain a clean District to benefit each and every parcel in the District. The Contractor should familiarize themselves with the nature and hours of operation of various uses in the District. Although there is no residentially-zoned property in the District, residential uses do exist, and any service plan must consider resident and live-work needs. Commercial, office, light industrial and public parcels also abound in the District. Hours of operation for these uses vary considerably; the Contractor's service plan should address how all these uses will be serviced effectively.

The district has many alleys; alleys throughout the district must be serviced as part of the clean program. Also within the District are improved and landscaped areas on the west side of Ocean Front Walk (OFW.) This includes but may not be limited to: the "grassy knoll" adjacent to OFW, all landscaped areas, all paved areas, and all areas improved with structures, including public restrooms. As part of the Service Agreement, the District may wish to consider using District Clean Team services to expand the hours of restroom operation and/or existing service levels. The Contractor should identify fees for this service as a "cost plus" fee.

As the District is brand new, an intensive deployment of Clean Team services is desired to establish a strong initial baseline of cleanliness throughout the District. Once the baseline is established, the following services are anticipated, at a minimum:

**EXHIBIT 2
WAGE AND BILL RATES**

The proposed wage and bill rate structure is based on contractor supplying 478 HPW in safety services. Parties understand that seasonal adjustments may effect number of hours needed for service both as an increase or decrease.

Bill rates include contractor providing all equipment including vehicle, bicycles, all related patrol gear, CyCop guard tour system, phones, uniforms, etc.. Venice Beach BID shall provide office space for contractor to base and work from. Rates include a full time, salaried Account Manager available 24/7, who will work on site.

Rates and hours are as follows:

Year 1 (from Position Wage Bill Rate Hours per Week- may be determined or modified at sole discretion of Company

Supervisor	\$15.00	\$25.80	56
Lead Officer	\$14.25	\$24.51	112
Security Professional	\$13.80	\$23.74	310

Year 2 Position Wage Bill Rate Hours per Week to be determined at sole discretion of Company

Supervisor	\$17.00	\$29.24
Lead Officer	\$16.00	\$27.52
Security Professional	\$15.00	\$25.80

Year 3 Position Wage Bill Rate Hours per Week to be determined at sole discretion of Company

Supervisor	\$18.00	\$30.96
Lead Officer	\$17.00	\$29.24
Security Professional	\$16.00	\$27.52

Total Cost Year One for services: \$600,563

Bill rates are fully loaded, and include all Holiday Pay, Vacations, and Medical Benefit costs. At Company's discretion, Hours may be adjusted seasonally or as needed to accommodate increased or decreased deployment needs.

Overtime Pay

No overtime will be charged to VBBID without prior written approval. If VBBID requests extra hours in writing that will cause Contractor's employees to work Overtime, then Contractor shall notify VBBID in writing and VBBID shall approve in writing prior to Overtime hours being incurred.

The contractor's billing rates for OT is 1.5 times standard billing rates. No OT will be billed when officers work overtime to cover shifts as a result of the number of requested personnel not being provided by contractor.

Exhibit 3: Boundaries and Map of Maintenance Area

