

13. APPROVAL

AMENDMENT NO. 1 TO THE AGREEMENT WITH
SOUTHWEST PATROL, INC. FOR NEIGHBORHOOD
PATROL SERVICES

Recommended Action: Approve Amendment No. 1 to the Agreement with Southwest Patrol, Inc. for private security patrol service from February 18, 2024 through June 30, 2024, in an amount not to exceed \$110,880, and authorize the Mayor or her designee to execute the agreement.



To: Honorable City Council
From: John Moreno, City Manager
By: Margarita Matson, Public Safety Director
Date: February 13, 2024

SUBJECT: AMENDMENT NO. 1 TO THE AGREEMENT WITH SOUTHWEST PATROL, INC. FOR NEIGHBORHOOD PATROL SERVICES

BACKGROUND

At the City Council Governance and Goal Setting Workshop on Tuesday, January 23, 2024, Staff presented to the City Council the idea of increasing community safety by providing dedicated neighborhood patrols for the purpose of crime prevention. Private security guards can be an effective mechanism to help prevent crime by providing visible presence, employing active observation skills, and delivering proactive communication of violations to law enforcement. Their ability to patrol, monitor, and report serves as a functional deterrent to criminals and allows for a broader coverage area than that which can be accomplished by law enforcement personnel alone. Public Safety proposes to take advantage of these benefits by expanding our current private security park patrol services agreement so that additional crime prevention support can be provided to our residential and business neighborhoods.

On May 23, 2023, the City Council approved a service agreement with Southwest Patrol, Inc. to provide park patrols and customer service contact as part of the Community Services Department's park supervision services. On June 27, 2023, the City expanded its services with Southwest Patrol to include opening and closing field space for youth leagues, patrolling City parks, reporting graffiti and security issues, and acting as customer service ambassadors for park patrons. Additionally, Southwest Patrol has provided a uniformed guard to assist with metal detector screenings at City Council meetings since July 2023 (agreement attached).

Currently, local municipalities that contract for law enforcement services through the Los Angeles County Sheriff's Department (LASD), are unable to increase their level of service due to the County's Contract Growth Moratorium. This moratorium prohibits Paramount from adding additional LASD resources, such as deputies, that could be deployed for crime prevention purposes. As such, municipalities have begun employing neighborhood safety enhancement plans by utilizing private security as a deployment mechanism instead. Neighboring cities like Lakewood and Bellflower already have similar private security patrols in place and active contracts with Southwest Patrol Inc. to provide these services. The feedback from their community members has been positive, indicating that the additional patrols have resulted in an increased sense of safety and security.

Given the effectiveness of Southwest Patrol Inc. in their current capacity with the City, along with the positive references that staff has received from the staff members at the Cities of Bellflower and Lakewood, we are recommending that the City expand Southwest Patrol Inc.'s services to include late night and early morning crime prevention patrols.

DISCUSSION

If approved, the amendment to the agreement would add two unarmed security guards performing vehicle patrols from 10:00 p.m. to 6:00 a.m., seven days a week, including holidays. The guards would each be assigned two patrol beats and conduct grid pattern patrols covering all residential neighborhoods and adjacent commercial areas. The initial deployment would focus on addressing crime trends that would enhance the sense of safety and security within the community. Those issues include robberies, thefts, street takeovers, and retail theft. Under the direction of Public Safety, the SAO Special Problems Deputy would be tasked to work directly with Southwest Patrol Inc. to ensure that all public safety concerns were being mitigated through active patrols and the reporting of suspicious activity to the Sheriff's Department.

It is imperative to note that this is an enhancement only and not a replacement service. Deputies will continue to be highly visible and proactive in their enforcement of the law, dedicating time and resources to any resident or business that demonstrates a need for their services. The goal is to create a multi-faceted system where Public Safety's non-sworn personnel, LASD, and private security staff all work together to provide the highest level of law enforcement services possible to our community.

FISCAL IMPACT

There is currently no additional fiscal impact to the City. Funding for this service will be available through the unused fund for the Los Angeles County Sheriff's Department, Mental Evaluation Team which was included in the FY 2023-24 budget. The cost for the two guards is \$100,800 and staff has included a 10% contingency of \$10,080, bringing the total of the agreement to not exceed \$110,880. A contingency is necessary to provide flexibility for staff so that we may provide security services beyond the proposed contract hours to address any additional issues or concerns that may arise.

VISION, MISSION, VALUES, AND STRATEGIC OUTCOMES

The City's Vision, Mission, and Values set the standard for the organization, establish priorities, uniformity and guidelines; and provide the framework for policy decision making. The Strategic Outcomes were implemented to provide a pathway to achieving the City's Vision. This item aligns with Strategic Outcome No 1: Safe Community.

RECOMMENDED ACTION

Approve Amendment No. 1 to the Agreement with Southwest Patrol, Inc. for private security patrol service from February 18, 2024 through June 30, 2024, in an amount not to exceed \$110,880, and authorize the Mayor or her designee to execute the agreement.

**SERVICE AGREEMENT BY AND BETWEEN THE
CITY OF PARAMOUNT
AND
SOUTHWEST PATROL, INC.
FOR PARK SUPERVISION AND PARK PATROL SERVICES**

THIS AGREEMENT is made and entered into this 27th day of June, 2023 by and between the CITY OF PARAMOUNT, hereinafter referred to as the "CITY," and SOUTHWEST PATROL, INC., hereinafter referred to as the "CONTRACTOR."

I. RECITAL

A. PURPOSE. The purpose of this AGREEMENT is to allow the CITY to procure the services of a qualified contractor to provide park supervision, park patrol services, and metal detector screening services in connection with the CITY'S ongoing needs, and to have these contractor services based upon the terms and conditions hereinafter set forth.

II. TERMS AND CONDITIONS

A. MISSION. The CITY hereby retains the CONTRACTOR in the capacity as contractor and the CONTRACTOR hereby accepts such responsibility as described herein.

B. TERMS. This Agreement shall commence as of the 1st day of July, 2023, and shall continue for a period of 1 year or until such time that either party gives written notice of termination in accordance with those provisions set forth in Section P. This Agreement may be extended by written agreement of both parties for additional 1-year operating periods following the conclusion and review of each preceding annual operating period.

C. SCOPE OF SERVICES. Under the supervision of the Director of Community Services or his designee, the CONTRACTOR shall provide all services as detailed in the and attached herein as Exhibit A and CONTRACTOR's Proposal dated June 9, 2023 attached herein as Exhibit B. In the event of any conflict between the provisions of this AGREEMENT and Exhibits A & B, the terms of this AGREEMENT shall prevail.

D. COMPENSATION. During the term of this AGREEMENT, the CITY shall compensate the CONTRACTOR for all services and duties performed. The total compensation to be paid under this Agreement shall not exceed \$175,690.

The CONTRACTOR shall submit an itemized invoice to the CITY according to work progress, setting forth the work performed and the rates charged in accordance with the contractor's fee schedule.

All change orders, additions, deletions or adjustments to the CONTRACTOR's specifications must be submitted in writing to the CITY for approval. The CITY is the sole authority regarding change orders and the CONTRACTOR shall not change, alter, or delete, in any manner, any portion of these specifications of the CITY.

E. EXPENSES. CONTRACTOR shall not be entitled to an expense account and shall not be required or permitted to incur expenses on behalf of the CITY in addition to the expenses required for completion of the scope of services described herein. The compensation described herein includes provision for all CONTRACTOR expenses required to complete the scope of services described herein.

F. INDEPENDENT CONTRACTOR.

- (a) CONTRACTOR is and shall at all times remain as to the City a wholly independent CONTRACTOR. The personnel performing the services under this Agreement on behalf of CONTRACTOR shall at all times be under CONTRACTOR'S exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of CONTRACTOR or any of CONTRACTOR'S officers, employees, or agents, except as set forth in this Agreement. CONTRACTOR shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. CONTRACTOR shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner.
- (b) Neither CONTRACTOR, nor any of CONTRACTOR'S officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. CONTRACTOR expressly waives any claim CONTRACTOR may have to any such rights.
- (c) City shall not be liable for compensation or indemnification to CONTRACTOR for injury or sickness arising out of performing services hereunder.

G. INDEMNIFICATION.

- (a) All officers, agents, employees, sub-Contractors, their agents, officers and employees who are hired by or engaged by CONTRACTOR in the performance of this Agreement shall be deemed officers, agents and employees and sub-Contractors of CONTRACTOR, and City shall not be liable or responsible to them for anything whatsoever.
- (b) CONTRACTOR agrees to save, keep, hold harmless and defend City and all of its elected and appointed boards, commissions, officers employees and agents from all claims, damages, costs or expenses in law and in

equity, including costs of suit and expenses for legal services, that may at any time arise or be claimed because of damage to property or injury to persons, including City, allegedly received or suffered by reason of any wrongful or negligent act or omission on the part of CONTRACTOR or any of its agents, officers and employees and sub-Contractors in the performance of this Agreement.

(c) CONTRACTOR shall not be deemed to assume any liability for wrongful or negligent acts of City or its officers, agents, employees and sub-Contractors, and City shall defend and hold CONTRACTOR harmless against any such claims.

(d) CONTRACTOR agrees to defend, indemnify and hold harmless the City, its elected and appointed boards, commissions, officers, employees and agents from all claims, demands, liability fines and penalties made by CONTRACTOR'S employees from health, retirement or other benefits attributable to services performed pursuant to this Agreement.

H. SUCCESSOR AND ASSIGNMENT. The services as contained herein are to be rendered by the CONTRACTOR whose name is as appears first above written and said CONTRACTOR shall not assign nor transfer any interest in this AGREEMENT without the prior written consent of the CITY. Claims for money by CONTRACTOR from the CITY under this contract may be assigned to a bank, trust company, or financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the CITY.

I. INSURANCE. Without limiting the CONTRACTOR'S indemnification of the CITY, the CONTRACTOR shall provide and maintain at this own expense during the term of this AGREEMENT for the following programs of insurance covering his operation hereunder. Each program of insurance, except professional liability insurance shall name the CITY as "Additionally Insured" and each policy shall contain a provision that such insurance will not be cancelled, nor any change whatsoever made in policies, except upon not less than thirty (30) days prior notice to the CITY, mailed by registered mail with postage prepaid. Such insurance shall be provided by insurer(s) satisfactory to the CITY and evidence of such programs satisfactory to the CITY shall be delivered to the CITY on or before the effective date of this AGREEMENT.

General Liability. A program including, but not limited to, comprehensive general liability including automobile coverage with a combined single limit of not less than \$1,000,000.00 per occurrence. Such insurance shall be primary to and not contributing with any other insurance maintained by the CITY. The issuer shall be an "admitted surety insurer" duly authorized to transact business under the laws of the State of California.

Acceptable insurance coverage shall be placed with carriers admitted to write insurance in California with a rating of A:VIII by A.M. Best & Co. Any deviation from this rule shall require specific approval in writing from the City.

Insurance shall name the City of Paramount, its officers, agents, and employees as additional insured by endorsement of the Contractor's policy. A copy of the endorsement, showing policy limit, shall be provided to the City on or before signing this contract.

Failure on the part of the CONTRACTOR to procure or maintain required insurance shall constitute a material breach of this AGREEMENT upon which the CITY will immediately terminate this AGREEMENT.

Worker's Compensation Coverage. State statutory limits, deductibles, self-insurance retention, or similar forms of coverage limitations or modifications must be declared to and approved by CITY.

Automobile Liability Insurance. In an amount not less than Five Hundred Thousand Dollars (\$500,000) combined single limit per accident for bodily injury and property damage covering owned, non-owned and hired vehicles.

J. COMPLIANCE WITH LAWS. The parties agree to be bound by applicable federal, state and local laws, regulations and directives as they pertain to the performance of this AGREEMENT.

K. SEVERABILITY. In the event that any covenant, condition or other provisions herein contained is held to be invalid, void or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of the AGREEMENT and shall in no way affect, impair or invalidate any other covenant, condition or other provision contained herein. If such condition, covenant or other provision shall be deemed invalid due to its scope or breadth, such covenant, condition or other provision shall be deemed valid to the extent of the scope or breadth permitted by law.

L. INTERPRETATION. No provision of this AGREEMENT is to be interpreted for or against either party because that party or that party's legal representative drafted such provision, but this AGREEMENT is to be construed as if it were drafted by both parties hereto.

M. ENTIRE AGREEMENT. This AGREEMENT supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the retention of CONTRACTOR by the CITY and contains all the covenants and agreements between the parties with respect to such retention.

N. WAIVER. No breach of any provision hereof can be waived unless in writing. Waiver of any one break of any provision shall not be deemed to be a waiver of any other breach of the same or any other provision hereof.

O. CONTRACT EVALUATION AND REVIEW. The ongoing assessment and monitoring of this AGREEMENT is the responsibility of the City Manager, or his designee.

P. TERMINATION OF AGREEMENT. This AGREEMENT may be terminated by either party by giving written notice at least thirty (30) days prior to the effective termination date in the written notice. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the CONTRACTOR under this AGREEMENT shall, at the option of the CITY, become its property and the CONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of the AGREEMENT by the CONTRACTOR, and the CITY may withhold any payments to the CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due the CITY from the CONTRACTOR is determined.

Q. CHANGES. The CITY or CONTRACTOR may request changes in the scope of the services of the CONTRACTOR to be performed hereunder. Such changes, including any increase or decrease in the amount of the CONTRACTOR'S compensation, which are mutually agreed upon by and between the CITY and the CONTRACTOR, shall be authorized by the Community Services Director or designee or the Public Safety Director or designee, as applicable, and be incorporated in written amendments to this AGREEMENT.

R. REPORTS AND INFORMATION. CONTRACTOR, at such times and in such forms as the CITY may require, shall furnish the CITY such periodic reports as it may request pertaining to work or services undertaken pursuant to this AGREEMENT, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this AGREEMENT.

S. RECORDS AND AUDITS. CONTRACTOR shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this AGREEMENT, and such other records as may be deemed necessary by the CITY to assure proper accounting for all project funds, both federal and non-federal shares. These records will be made available for audit purposes to the CITY or any authorized representative, and will be retained for five (5) years after the expiration of this AGREEMENT unless permission to destroy them is granted by the CITY.

T. FINDINGS CONFIDENTIAL. All of the reports, information, data, etc., prepared or assembled by the CONTRACTOR under this AGREEMENT are confidential and the CONTRACTOR agrees that they shall not be made available to any individual or organization without the prior written approval of the CITY.

U. COPYRIGHT. No report, maps, or other documents produced in whole or in part under this AGREEMENT shall be the subject of an application for copyright by or on behalf of the CONTRACTOR.

V. PERSONNEL. CONTRACTOR represents that it has, or will secure at its own expense, all personnel required in performing the services under this AGREEMENT. Such personnel shall not be employees of or have any contractual relationship with the CITY. All of the services required hereunder will be performed by CONTRACTOR or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under the state and local law to perform such services. None of the work or services subcontracted hereunder shall be specific by written contract or agreement and shall be subject to each provision of this AGREEMENT.

III. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this AGREEMENT, the CONTRACTOR agrees as follows:

A. EQUAL OPPORTUNITY.

- (a) The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, sex, color, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, or national origin. 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. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the CITY setting forth the provisions of this non-discrimination clause.
- (b) The CONTRACTOR will, in all solicitation or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.
- (c) The CONTRACTOR will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this AGREEMENT so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- (d) The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (e) The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules,

regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the CITY and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- (f) In the event of the CONTRACTOR'S non-compliance with the equal opportunity clauses of this AGREEMENT or with any of such rules, regulations, or orders, this AGREEMENT may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (g) The CONTRACTOR will include the provisions of paragraphs (1) through (6) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the CITY may direct as a means of enforcing such provisions, including sanctions for non-compliance; provided, however, that in the event the CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the CITY, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

B. CIVIL RIGHTS ACT OF 1964. Title VI of the Civil Rights Act of 1964, provides that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of or, be subjected to discrimination under any program or activity receiving Federal financial assistance.

C. AGE AND DISABILITY. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, or with respect to an otherwise qualified handicapped individual, as provided in Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990, shall apply to this AGREEMENT.

IV. CONFLICT OF INTEREST

During the performance of this AGREEMENT, the CONTRACTOR agrees as follows:

A. INTEREST OF MEMBERS OF THE CITY. No member of the governing body of the CITY and no other employee, or agent of the CITY who exercises any functions of

responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this AGREEMENT.

B. INTEREST OF CONTRACTOR. CONTRACTOR represents, warrants and agrees that he does not presently have, nor will he acquire during the term of this AGREEMENT, any interest, direct or indirect, by contract, employment or otherwise, or as a partner, joint venture or shareholder (other than as a shareholder holding a one-percent (1%) or less interest in publicly-traded companies) or affiliate with any business or business entity that has entered into any contract, subcontract, or arrangement with the CITY.

C. INTEREST OF OTHER LOCAL PUBLIC OFFICIALS. No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this AGREEMENT; and the CONTRACTOR shall take appropriate steps to assure compliance.

V. NOTICES

Notices herein shall be presented in person or by certified or registered U.S. Mail, as follows:

To the CONTRACTOR: Southwest Patrol, Inc.
1800 East Lambert, Ste. 155
Brea, CA 92821


To the CITY: Park Supervision Services
City of Paramount
Director of Community Services
David Johnson
16400 Colorado Avenue
Paramount, CA 90723

Park Patrol & Metal Detector Services
City of Paramount
Director of Public Safety
Margarita Matson
16400 Colorado Avenue
Paramount, CA 90723

IN WITNESS HEREOF, the CITY and CONTRACTOR have executed this AGREEMENT as of the date first herein above set forth.

CITY OF PARAMOUNT

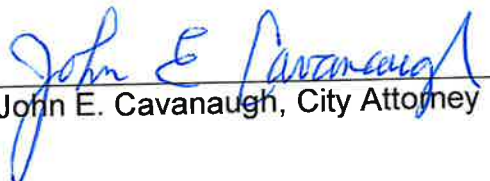
By: 
David Johnson, Community
Services Director

By: 
Margarita Matson, Public Safety
Director

ATTEST:

By: 
Heidi Luce, City Clerk

APPROVED AS TO FORM:

By: 
John E. Cavanaugh, City Attorney

SOUTHWEST PATROL, INC.


By: 
Mike Gagon, Operations
Manager

Exhibit A
June 9, 2023

SOUTHWEST PATROL, INC. has carefully identified the tasks to be performed, and the personnel profile necessary to ensure quality coverage. With these elements in mind, SOUTHWEST PATROL, INC. submits the following rates for your approval.

A. Park Patrol Services (Unarmed Uniformed Security Officer + Marked Vehicle)

1. July 1, 2023 – June 30, 2024
2. Monday – Friday, 1:00 p.m. – 4:30 p.m.
3. 1 Guard @ \$45/Hour, 910 Hours = \$40,950

B. Park Supervision Services (Unarmed Uniformed Security Officer + Marked Vehicle)

1. July 2023 – June 2024
2. Monday – Friday, 5:00 p.m. – 9:30 p.m.
3. Saturday – Sunday, 7:00 a.m. – 8:00 p.m.
4. 1 Guard @ \$45/Hour, 2,522 Hours = \$113,490

C. Metal Detector Screening Services (Unarmed Uniformed Security Officer)

1. July 2023 – June 2024
2. Second and Fourth Tuesday, Monthly
3. Twice Monthly, Minimum 4 Hour Shift
4. 1 Guard @ \$55/Hour, 96 Hours = \$5,280

TOTAL COMPENSATION - \$159,720

CONTINGENCY - \$15,970

TOTAL NOT TO EXCEED PER YEAR – 175,690

**FIRST AMENDMENT TO THE AGREEMENT WITH SOUTHWEST PATROL, INC.
FOR NEIGHBORHOOD PATROL SERVICES**

THIS FIRST AMENDMENT TO AGREEMENT FOR NEIGHBORHOOD PATROL SERVICES WITH SOUTHWEST PATROL, INC ("AMENDMENT") is made and entered into this 13th day of February 2023 between the City of Paramount, a municipal corporation in Los Angeles County, California, (hereinafter "CITY") and Southwest Patrol, Inc., a professional security company, with its primary office located at 1800 E. Lambert Road, #155, Brea, California 92821 (hereinafter "CONTRACTOR") (collectively, "the Parties"), amending that certain agreement between CONTRACTOR and CITY approved by City Council June 27, 2023.

RECITALS

WHEREAS, CITY and CONTRACTOR entered into an Agreement on June 27, 2023 whereby CONTRACTOR would provide park supervision and security services for CITY; and

WHEREAS, CITY and CONTRACTOR each desire to amend the agreement to include overnight neighborhood patrols throughout the city.

NOW, THEREFORE, BE IT AMENDED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. DESCRIPTION OF SERVICES

Is hereby amended to incorporate "Exhibit B" so that CONTRACTOR shall provide a Neighborhood Security Detail with two (2) unarmed security guards to patrol 7 days out of the week (including holidays), from 10:00 p.m. to 6:00 a.m., in two marked security units.

2. COMPENSATION

Is hereby amended so that CITY agrees to pay CONTRACTOR an additional \$110,880 in full compensation for all additional services performed.

CONTRACTOR shall prepare and present detailed statements for services rendered to CITY for the month preceding the statement, indicating each discrete task performed by the CONTRACTOR. Statements are due and payable upon approval by CITY.

IN WITNESS WHEREOF, the City and CONTRACTOR have executed this AGREEMENT as of the date first herein above set forth.

CITY OF PARAMOUNT

SOUTHWEST PATROL, INC.

By: _____

By: _____

Isabel Aguayo, Mayor

Mike Gagon, Operations Manager

ATTEST:

By: _____

Heidi Luce, City Clerk

APPROVED AS TO FORM:

By: _____

John E. Cavanaugh, City Attorney

Exhibit B
January 23, 2024

SOUTHWEST PATROL, INC. has carefully identified the tasks to be performed, and the personnel profile necessary to ensure quality coverage. With these elements in mind, SOUTHWEST PATROL, INC. submits the following rates for your approval.

A. Neighborhood Patrol Services (Unarmed Uniformed Security Officer + Marked Vehicle)

1. February 18, 2024 – June 30, 2024
2. Sunday – Saturday, 10:00 p.m. – 6:00 a.m.
3. Two Guards @ \$45/Hour, 2,240 Hours = \$100,800

TOTAL COMPENSATION - \$100,800

CONTINGENCY - \$10,080

TOTAL NOT TO EXCEED PER YEAR FOR NEIGHBORHOOD PATROL SERVICES -
\$110,880



Date: **January 23, 2024**

To Security Agreement Number: **29258**

Effective **February 18, 2024** End Date: **June 30, 2024**

- Armed Guard \$ N/A Per Hour/Per Officer
- Unarmed Guard \$ **45.00** Per Hour/Per Officer+ Marked Unit
- Off Duty Police Officer \$ N/A Per Hour/Per Officer
- Virtual Guard \$ N/A Per Hour/Per Camera
- Patrol Services \$ N/A Per Visit /Per Day/ Per Location
- Stand By time \$ N/A Per Hour
- Response Service \$ N/A Per Response
- Gas Fuel surcharge \$ N/A Per patrol/ Alarm Response/ Parking enforcement/Lockup or unlock services (When gas is between \$3.50 to \$4.00 per gallon)
- Gas Fuel surcharge \$ **0.50** Per patrol/ Alarm Response/ Parking enforcement/Lockup or unlock services (When gas is between \$4.00 to \$4.50 per gallon)
- Gas Fuel surcharge \$ **1.00** Per patrol/ Alarm Response/ Parking enforcement/Lockup or unlock services (When gas is between \$4.50 to \$5.00 per gallon)
- Gas Fuel surcharge \$ **1.50** Per patrol/ Alarm Response/ Parking enforcement/Lockup or unlock services (When gas is between \$5.00 to \$5.50 per gallon)
- Every Additional \$0.50 of gas price increases will result in \$0.50 charge of the surcharge.
- Holiday Pay **1.5 X** the Per Hour rate (Christmas Eve, Christmas Day, Thanksgiving Day, New Years Eve, New Year's Day, Easter, Memorial Day, Labor Day, and 4th of July)

This contract is open for negotiation upon new minimum wages or increased operating costs as set by local, state, or federal government.

The *CUSTOMER* agrees to pay *Southwest Patrol* by **Check**, once invoice is received and within our payment schedule **(net-15) Due upon Receipt**. We will add on a 5% late fee on each billing cycle until payment is received in full if payment becomes denied. *CUSTOMER* agrees to pay reasonable attorney and other fees, which may be incurred by *Southwest Patrol, Inc.* if collection action is needed under this contract.

(All cancellations must be in writing).

Southwest Patrol Inc.:

C/o City of Paramount

By: _____
Authorized representative

By: **Anita Lopez**
Authorized Representative

Print: _____

Print: Anita Lopez

Security Agreement Number: **29258**

This agreement made this **day of January 23rd, 2024** between **Southwest Patrol, Inc.**

(Here after called "**COMPANY**") and **City of Paramount**

16400 Colorado Ave

Paramount

CA

90723

Street Address

City

State

Zip

(Hereafter called the "**CUSTOMER**".)

WITNESSETH: For and in consideration of the mutual covenants and agreements and of the payments hereinafter mentioned, the parties hereto agree as follows:

1. Commencing on **February 18, 2024** and ending **June 30, 2024**, during the terms of the contract, the **COMPANY** agrees to furnish (A): **(2) Unarmed uniform security officer with a marked unit will be starting work every day, seven days a week Monday- Sunday from 10:00pm and ending the next morning at 6:00am to be conducted at multiple address throughout the city. Any changes that need to be made have to be done in writing Via Email with a 24 Hour advance notice.** Officer will be properly equipped, uniformed, and appropriately attired. And at such rates as specified in the rate schedule attached hereby as exhibit ("A") and made a part hereof
2. **COMPANY** shall be responsible, for the direct supervision of the officers furnished through its designated representatives at the premises to which this contract relates and such representatives, will in turn, be available at all reasonable times to consult with the designated representatives of the **CUSTOMER** with respect to security services rendered there under. The **COMPANY** will pay all wages, expenses, federal, social security taxes, unemployment taxes, and any similar taxes. The **COMPANY** will, upon reasonable notice and request of the **CUSTOMER**, remove any guard from **CUSTOMER'S** premises any time it desires and for any reason whatsoever.
3. **COMPANY** and **CUSTOMER** agree that neither shall hire nor employ any present or former employee of the other during the time this contract is in effect and for a period of one year after the termination of the employment of such employee, without the written consent, or compensation (\$20,000.00) of the other.
4. If there is enacted any law regulation, ruling or other such mandate, by an authority having jurisdiction of the subject matter which alters the hours of service, rates of pay, working conditions, or costs of performing the security service herein provided of, **CUSTOMER** agrees that this contract will be subject to renegotiations to take into account these increased costs.

Southwest Patrol Inc.:

C/o City of Paramount

By: _____
Authorized representative

By: **Anita Lopez**
Authorized Representative

Print: _____

Print: Anita Lopez

5. **SUBJECT TO THE TERMS AND CONDITIONS HEREIN AND HEREOF**, All rates are subject to change according to any and all increased costs, with a thirty-day notice given to *CUSTOMER*.

Cancellation of this contract MUST be in WRITING for the early discontinuation of services requested by *CUSTOMER*.

***COMPANY* may cancel services with a (24) Twenty-four-hour notice to the Customer. This contract supersedes all other before it.**

6. All workers compensation and liability insurance shall be the sole responsibility of ***Southwest Patrol*** and will be limited to the cap placed by the Insurance Company. ***Southwest Patrol*** carries a \$3,000,000 liability policy.

Southwest Patrol Inc.:

C/o City of Paramount

By: _____
Authorized representative

By: **Anita Lopez**
Authorized Representative

Print: _____

Print: Anita Lopez