

PROFESSIONAL SERVICES AGREEMENT

by and between

THE CITY OF BURBANK

and

STREETPLUS CA, LLC

dated as of July 1, 2021

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement"), is made and entered into this 1st day of July, 2021 (the "Effective Date"), by and between **THE CITY OF BURBANK**, a municipal corporation (the "City") and **STREETPLUS CA, LLC** (the "Consultant"). The City and the Consultant are herein referred to, individually, as a "Party", and, collectively, as the "Parties".

City and Consultant agree as follows:

1.0 Services. Consultant, as an independent contractor, agrees to perform during the term of this Agreement, each and every service described in the "Scope of Services" set forth on Exhibit A to this Agreement (the "Scope of Services"). The initiation of service by the Consultant should not commence until all of the following conditions have been satisfied:

- (a) Consultant has furnished all of the insurance documents required by Section 10.0 below; and
- (b) Consultant has furnished any required supporting documentation required by Sections 16.0 below.
- (c) To the extent that the Scope of Services involves more than one service, Consultant shall perform the services only to the extent of the authorization provided by the City Project Manager. The services of the Consultant shall include the making of all investigations, studies, and analysis required by the conditions involved in each request of the City Project Manager. The Scope of Services shall not be modified without an amendment executed by the authorized representatives of each Party.

1.1 Extra Services

Unless City and Consultant have agreed in writing before the performance of extra services that are beyond the Scope of Services, City shall have no liability for such extra services and Consultant shall have no right to claim compensation for such extra services or expenses. The applicable hourly rates for authorized extra services shall be at the hourly rates set forth in the Schedule of Compensation (Exhibit B) unless otherwise agreed to by the parties in writing.

2.0 Term of Agreement; Termination.

- 2.1 Term. The term of this Agreement is from the Effective Date until June 30, 2022; provided, however, that the term of this Agreement may be extended by written amendment executed by authorized representatives of each of the Parties or may be earlier terminated as provided in Section 2.2 below (the "Term").
- 2.2 Termination by City. The City may terminate any or all of the services agreed to be performed under this Agreement without cause, at any time during the Term by giving the Consultant thirty (30) days' notice in writing. Either party may terminate this Agreement with cause, immediately upon giving the other party written notice of such default or breach of this Agreement that is the basis for the termination.
- 2.3 Effect of Termination. In the event of termination, Consultant shall have the right and obligation to immediately assemble work in progress for the purpose of closing out the job. All compensation for actual work performed and charges outstanding at the time of termination shall be payable by City to Consultant within thirty (30) days following submission and approval of a final invoice by Consultant unless termination is for cause. In the event that such termination was for cause, Consultant shall be compensated only to the extent required by law.

- 3.0 **Compensation and Schedule of Compensation.** The total compensation (including, but not limited to all fees, expenses, reimbursements or other costs) payable by the City to the Consultant under this Agreement shall not exceed the sum of \$238,355.44 (the "Cost of Services"). The Cost of Services shall not be increased without a written amendment executed by the authorized representatives of each Party. Consultant shall earn the compensation set forth in the Cost of Services in accordance with the "Schedule of Compensation" as attached to this Agreement as Exhibit B. No payment for expenses, labor or any other cost shall be paid to Consultant unless it is within the Scope of Services (Exhibit A).

4.0 Personnel.

- 4.1 The staff person designated by Consultant to be the primary point of contact (the "Representative") for day-to-day performance of this Agreement shall be:

Steve Hillard
President and Principal
154 Conover Street, Brooklyn, NY 11231
(610) 466-9770
shillard@streetplus.net

Representative shall be a key member of Consultant's firm, and shall be directly involved in performing, supervising or assisting in the performance of the Scope of Services under this Agreement. The Representative shall be the key person to communicate with, and periodically report to, City on the progress of the work. The Consultant may, from time to time, remove or replace the Representative designated in this Agreement only with prior written consent by the City's Designated Official.

- 4.2 The services to be performed by Consultant shall be accomplished under the general direction of, and coordination with, the staff person designated by the City serving as the project manager (the "City Project Manager"). The City Project Manager designated by the City for day-to-day administration of this Agreement shall be:

Nick Burant
Administrative Analyst I
150 N. Third St., Burbank, CA 91502
(818) 238-5206
nburant@burbankca.gov

The City may, from time to time, remove or replace the City Project Manager designated in this Agreement by written notice to Consultant. The City Project Manager has no authority to execute any amendments, consents or waivers on behalf of the City.

- 4.3 With respect to matters that extend beyond the day-to-day administration of this Agreement, the City designates the Patrick Prescott, Director, Community Development Department (the "Designated Official") to handle such matters.

(818) 238-5176
pprescott@burbankca.gov

5.0 Invoicing and Payment. Consultant shall provide City with written verification of the actual compensation earned, which written verification shall be in a form reasonably satisfactory to the City Project Manager. Invoices shall be made no more frequently than on a monthly basis and no less frequently than every 60 days, and shall describe in reasonable detail the work performed (including a list of hours worked by personnel classification) together with any receipts, invoices or other documentable expenses that are reimbursable under the Schedule of Compensation. All payments shall be made within thirty (30) days after City's approval of such invoice.

6.0 Standard of Skill. Consultant, and Consultant's officers, employees and agents, if any, are skilled in the professional calling necessary to perform the work agreed to

be done pursuant to this Agreement. The work performed by Consultant shall be with the degree of skill and diligence normally practiced in the industry for which Consultant is being retained by the City. To the extent that Consultant's industry is subject to guidelines, rules or other standards, Consultant shall ensure that it complies with such guidelines, rules or other standards. The acceptance of Consultant's work by the City shall not operate as a release of the Consultant from such standard of care and workmanship.

7.0 Independent Contractor. Consultant is retained and engaged by the City only to the extent set forth in this Agreement, and the Consultant's relationship to the City is that of an independent contractor. Consultant shall be free to dispose of all portions of Consultant's time and activities which Consultant is not obligated to devote to the City in such a manner and to such persons, firms, or corporations as the Consultant sees fit except as expressly provided in this Agreement. Consultant shall not be considered to have the status of an employee under this Agreement or be entitled to participate in any insurance, medical care, vacation, sick leave, or other benefits provided for City's officers or employees. Consultant shall be solely responsible for any workers compensation insurance, withholding taxes, unemployment insurance, and any other employer obligations associated with the performance by the Consultant (including any of its officers, employees or other agents) of its obligations under this Agreement. Consultant has no authority to bind City in any manner or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by the City.

8.0 Hold Harmless and Indemnity. Consultant shall fully and promptly undertake its obligations as set forth below:

8.1 Hold Harmless. To the fullest extent provided by law, Consultant holds City, its elected officials, officers, agents, and employees, harmless from all of Consultant's claims, demands, lawsuits, judgments, damages, losses, injuries or liability to Consultant, to Consultant's employees, to Consultant's contractors or subcontractors, or to the owners of Consultant's firm, which damages, losses, injuries or liability occur during the work required under this Agreement, or occur while Consultant is on City property, or which are connected, directly or indirectly, with Consultant's performance of any activity or work required under this Agreement.

8.2 Defense and Indemnity. Consultant shall investigate, defend, and indemnify City, its elected officials, officers, agents, and employees, from any claims, lawsuits, demands, judgments, and all liability including, but not limited to, monetary or property damage, lost profit, personal injury, wrongful death, general liability, automobile, infringement of any intellectual property rights (including, copyright,

patent and trademark), or professional errors and omissions arising out of, directly or indirectly, any error, negligence, recklessness, or omission of Consultant or any of Consultant's officers, agents, employees, representatives, sub-consultants, or subcontractors, or the willful misconduct of Consultant or any of Consultant's officers, agents, employees, representatives, sub-consultants, or subcontractors, in performing the services described in, or normally associated with, the work required under this Agreement, or breach by Consultant of this Agreement. The duty to defend shall include any suits or actions concerning any activity, product or work required under this Agreement, and also include the payment of all court costs, attorney fees, expert witness costs, investigation costs, claims adjusting costs and any other costs required for and related thereto.

8.3 No Waiver. City does not waive, nor shall be deemed to have waived, any indemnity, defense or hold harmless rights under this section because of the acceptance by City, or the deposit with City, of any insurance certificates or policies described in Section 10.0 below.

9.0 Correction or Re-Performance of Work. If City believes that any of the work performed under this Agreement does not comply with the terms of this Agreement, City may deliver notice to Consultant. Such City's notice shall describe how the work performed, including any deliverables resulting from such work, does not meet the requirements of this Agreement, including failure to meet the applicable standard of care set forth in Section 6.0 and, upon City's sole discretion, may also make a request for Consultant to re-perform the services. If City requests Consultant to re-perform services, Consultant shall promptly re-perform the services at no additional cost to City in a reasonably timely manner. Should Consultant fail to make such correction or re-performance, the cost thereof shall be withheld from any funds due to Consultant hereunder or charged to Consultant with such amounts to be paid by Consultant within thirty (30) days of receipt of such invoice.

10.0 Insurance.

10.1 Insurance Coverage. Consultant shall maintain, throughout the Term, the insurance coverage set forth in the "Insurance Requirements" as attached to this Agreement as Exhibit C.

10.2 Delivery of Certificates of Insurance and Endorsements. Prior to the commencement of any work by Consultant under this Agreement, Consultant shall provide the City with copies of certificates (on an Accord form as modified per City direction) for all policies together with the appropriate endorsements required in Exhibit C. At the request of the City, Consultant shall deliver a copy of its insurance policies.

- 10.3 Failure to Maintain Insurance. If Consultant receives a cancellation notice of any insurance required by this Agreement, Consultant shall, within one day of receipt, forward said notice to City Project Manager. If Consultant at any time during the Term of this Agreement, should fail to secure or maintain any insurance required under this Agreement, the City shall be permitted to obtain such insurance in the Consultant's name or as an agent of the Consultant and shall be compensated by the Consultant for the cost of the insurance premiums at the maximum rate permitted by law computed from the date written notice is received that the premiums have been paid. Such costs can be assessed by deducting such costs from any amounts due and payable to the Consultant as compensation under the terms of this Agreement.

11.0 Work Product.

- 11.1 Deliverables. Consultant shall deliver to the City the studies, plans, specifications, drawings, photographs, maps, videos, records, designs, data, reports, documents or other work products as are identified in the Scope of Services ("Work Product"). The City may also request, and Consultant shall provide to City, copies of all other information developed in the course of the Consultant's performance of this Agreement. Consultant shall, in such time and in such form as the City may require, furnish reports concerning the status of services required under this Agreement. Consultant shall, upon request by City and upon completion or termination of this Agreement, deliver to the City all Work Product produced by the Consultant. Consultant represents and warrants that upon delivery of the Work Product, such Work Product shall be free of all liens, security interests or any other encumbrances.
- 11.2 Ownership. Each and every item that constitutes Work Product produced, prepared, or caused to be prepared by the Consultant pursuant to or in connection with this Agreement shall be the exclusive property of the City.

12.0 Confidentiality.

- 12.1 Non-Disclosure Exemptions. Consultant may be granted access to information that is exempt from disclosure to the public and may contain "trade secrets" when it is necessary for Consultant to perform its obligations pursuant to this Agreement. If Consultant is granted such access to confidential information, Consultant shall not be considered to be a member of the public as that term is used in the California Public Records Act.
- 12.2 Confidentiality Obligation. Consultant shall not disclose, publish, or

authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to Consultant by the City or other information to which the Consultant has had access during the Term of this Agreement without the prior written consent of the Designated Official during the Term of this Agreement and this obligation shall survive for a period of two (2) years after the termination of this Agreement. Notwithstanding the foregoing, the confidentiality obligations imposed by this Agreement shall survive as to any of the following information (a) a trade secret under applicable law for so long as such information constitutes a trade secret thereunder, (b) each utility customer's "data" under applicable law unless Consultant has secured such customer's express, written consent to release of such customer's information, (c) any information classified by City as "critical infrastructure information" or "protected critical infrastructure information" or "protected system," or (d) any other documentation that has been identified as confidential by City until City has advised Consultant in writing that such information may be released.

13.0 Acceptance of Final Payment by Consultant. The acceptance by Consultant of the final payment made under this Agreement shall release City from all claims and liabilities for compensation to or for the benefit of Consultant for anything done, furnished, or relating to Consultant's work or services. Acceptance of payment shall be any negotiation of City's check or the failure to make a written extra compensation claim within 10 calendar days of the receipt of that check; provided, however, approval or payment by City shall not constitute, nor be deemed, a release of the responsibility and liability of Consultant, its employees, agents, subcontractors and subconsultants for the satisfactory performance, accuracy and/or competency of the information provided and/or work performed by Consultant; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by City for any defect or error in the work prepared by Consultant, its employees, agents, subcontractors and subconsultants.

14.0 Records. Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by the City, the Designated Official or the City Project Manager. Consultant shall maintain adequate records on services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide access to the Designated Official or designees at all proper times to such books and records, and gives the Designated Official or designees the right to examine and audit such books and records and to make transcripts as necessary, and to allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Consultant shall maintain such records for at least four years after the termination or final payment under this Agreement,

whichever is later.

- 15.0 Conflict of Interest.** Consultant agrees to be familiar with and comply with all applicable federal, state and local conflict of interest laws (including 2 CFR 200.318, if federal money is funding any part of this Agreement). Consultant represents and warrants that it is unaware of any City employee or official that has a financial interest in Consultant's business. During the Term of this Agreement and/or as a result of being awarded this Agreement, Consultant shall not offer or accept any financial interest in Consultant's business by any City employee or official.
- 16.0 Payee Registration Form.** City shall provide a Payee Registration Form to Consultant and Consultant shall deliver a completed registration form to the City. Consultant acknowledges that this form is necessary for the City to process any payment for services hereunder.
- 17.0 Non-Appropriation of Funds.** Payments due and payable to Consultant for current services are within the current annual budget and within an available, unexhausted and unencumbered appropriation of City funds. In the event City has not appropriated sufficient funds for payment of Consultant services beyond the current fiscal year, this Agreement shall cover only those costs incurred up to the conclusion of the current fiscal year.
- 18.0 Compliance with Laws.** Consultant agrees to perform all of its obligations under this Agreement in accordance with all applicable federal, state and local laws, rules and regulations. This obligation shall include, but is not limited to, the following requirements set forth below:
- 18.1 Permits and Licenses. Consultant, at its sole expense, shall obtain and maintain during the Term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.
- 18.2 Anti-Terrorism Laws; Sanctions. The Consultant represents and warrants that:
- (1) it is not a person described or designated in the Specially Designated Nationals and Blocked Persons List of the Office of Foreign Assets Control, United States Department of the Treasury or in Section 1 of Executive Order No. 13,224, 66 Fed. Reg. 49,079 (2001), issued by the President of the United States of America (Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism);
 - (2) it does not engage in any dealings or transactions with any such persons described above; and

- (3) is not otherwise blocked, subject to sanctions under or engaged in any activity in violation of other United States economic sanctions, including but not limited to, Trading with the Enemy Act, the International Emergency Economic Powers Act, Accountability and Divestment Act or any other similar law or regulation with respect to any country, the Sudan Accountability and Divestment Act, any OFAC Sanctions Program, or any economic sanctions regulations administered and enforced by the United States or any enabling legislation or executive order relating to any of the foregoing.

- 19.0 Meet and Confer.** The Parties agree to meet and confer concerning all claims, disputes or other matters in question between the Parties arising out of or relating to this Agreement or breach thereof prior to the institution of any litigation.
- 20.0 Waiver; Remedies Cumulative.** Failure by a Party to insist upon the strict performance of any of the provisions of this Agreement by the other Party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such Party's right to demand strict performance by such other Party in the future. No waiver by a Party of a default or breach of the other Party shall be effective or binding upon such Party unless made in writing by such Party, and no such waiver shall be implied from any omissions by a Party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a Party under this Agreement, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy.
- 21.0 Integrated Agreement; Construction.** This Agreement, including any exhibit, schedule or addendum attached hereto, supersedes any other agreements, either oral or in writing, between the parties hereto with respect to the rendering of services hereunder, and contains all of the covenants and agreements between the Parties with respect to said services. The provisions of this Agreement shall be construed as a whole according to its common meaning of purposes of providing a public benefit and not strictly for or against any Party. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. In the event an inconsistency arises between any attachments (including any exhibit, schedule or addendum) and any term of this Agreement, the terms of this Agreement shall prevail. This Agreement shall bind and inure to the benefit of the Parties to this Agreement and any subsequent permitted successors and assigns.
- 22.0 Amendment; Modification.** This Agreement may only be amended or otherwise modified upon written mutual agreement of each of the authorized representatives of the Parties.

- 23.0 Assignment.** This Agreement is personal to the Consultant and may not be assigned without the prior written approval of the Designated Official. Notwithstanding the foregoing, any assignment in violation of this Section by the Consultant is voidable in the City's sole discretion.
- 24.0 Use of the Term "City."** Reference to "City" in this Agreement includes City Manager or any authorized representative acting on behalf of City.
- 25.0 Severability.** If any part, term, or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law of a federal, state, or local governmental entity having jurisdiction over this Agreement, the validity of the remaining portions or provisions shall not be affected by such holding.
- 26.0 Execution Counterparts.** This Agreement may be executed in any number of counterparts and each such duplicate counterpart shall constitute an original, any one of which may be introduced in evidence or used for any other purpose without the production of its duplicate counterpart. Moreover, notwithstanding that any of the Parties did not execute the same counterpart, each counterpart shall be deemed for all purposes to be an original, and all such counterparts shall constitute one and the same instrument, binding on all of the Parties hereto. Facsimile transmission and/or validated electronic transmission to one Party of a true copy of a counterpart duly executed by the other Party shall constitute valid delivery of such counterpart.
- 27.0 Governing Law.** The terms of this Agreement shall be interpreted according to the laws of the State of California. The Parties agree and consent to the jurisdiction of the state and federal courts of competent jurisdiction exclusively in the County of Los Angeles, California.
- 28.0 Survival.** The provisions of Sections 8, 9, 10 and 12.0, shall survive for a period of four years following the termination or expiration of this Agreement, whichever is later.

29.0 Notices. Any written notice required by this Agreement shall be given by depositing such notice in the United States mail, postage prepaid or by personal delivery, and addressed as follows:

TO CITY:

The City of Burbank
Community Development Department
Attention: Nick Burant
150 N. Third St., Burbank, CA 91502
nburant@burbankca.gov

With a copy to:

The City of Burbank
Community Development Department
Attention: David Kriske
150 N. Third St., Burbank, CA 91502
dkriske@burbankca.gov

TO CONSULTANT:

Streetplus CA, LLC
Attention: Steve Hillard
154 Conover St., Brooklyn, NY 11231
shillard@streetplus.net

All notices shall be effective upon deposit in the mail, as specified above, or personal delivery.

Either Party may change the specified person or address at which it is to receive notices by so advising the other Party in writing.

30.0 Safety Requirement. To the extent that Consultant performs any work on premises owned or leased by the City, the Consultant agrees that it shall comply with this Section. All work under this Agreement shall be performed in such a manner as to provide safety to the public and to meet or exceed the safety standards outlined by CAL-OSHA. The City reserves the right to issue restraint or cease and desist orders to the Consultant when unsafe or harmful acts are observed or reported relative to the performance of the work under this Agreement. The Consultant shall maintain the work sites free of hazards to persons and property resulting from its operations. Any hazardous condition noted by the Consultant, which is not the result of his operations, should immediately be reported to the City Project Manager.

31.0 Copyright. In the event Consultant creates an original work product as part of the Scope of Services (“work product”), Consultant agrees that work product is a work made for hire. Consultant acknowledges that he/she received consideration for this work product and has no copyright interest in any of the work product, or in any copyright related to the work product. For example work product may involve: illustrations and graphic design services, digital and print branding services, photographs, Meta Tags, text, photographs whether edited or not, and other graphic images, appearing on the web sites or other applicable medium, domain names, log-in credentials for social media and other on-line electronic platforms. Further, if this Agreement is found by any court or other jurisdiction to not be a work-for-hire as defined in 17 U.S.C. 101, then Consultant hereby transfers any and all interest of the copyright(s) in the work product to City. This transfer and assignment are irrevocable and in perpetuity.

Further, Consultant represents and warrants: 1) that all work product shall be original and not subject to any other ownership claims by third parties, and 2) if applicable, that consent by individuals depicted in any work product have been obtained and written releases will be delivered to City prior to the completion of the Scope of Services. Consultant indemnifies and defends City as to any damages arising out of or relating to a breach of this warranty and representation.

If applicable, Consultant agrees to provide all log-in credentials for social media and other on-line electronic platforms to City within ten (10) days of establishing same, which shall allow City at any time with the ability to access, utilize and maintain the social media account or electronic on-line platform, should City choose to do so. In any event, upon the conclusion of Consultant’s services, Consultant shall no longer utilize any log-in credentials or electronic on-line platforms.

32.0 Prevailing Wages. To the extent that the Consultant performs any work described in California Labor Code Section 1720(a)(1), including, but not limited to, inspection and land surveying work Consultant agrees that it shall comply with this Section. The

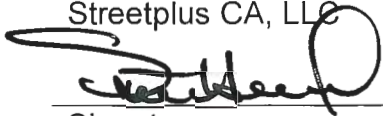
Consultant, and any subcontractor or subconsultant working on behalf of the Consultant with respect to this Agreement, is required to pay not less than the established prevailing rates of wages to all workers employed in the execution of this Agreement, and Consultant shall comply with all other requirements applicable to Public Works Construction as specified in the California Labor Code and/or Davis Bacon Act, if federal money is funding any part of this Agreement. Furthermore, Consultant must register as a public works contractor with the California Department of Industrial Relations, if the compensation under this Agreement is greater than \$25,000.

[Signature Page on the Following Page]

In recognition of the obligations stated in this Agreement, the Parties have executed this Agreement on the date indicated above.

"CONSULTANT"

Streetplus CA, LLC



Signature

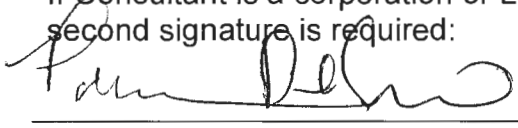
Steve Howard

Name (Please Print)

President & Principal

Title

If Consultant is a corporation or LLC, a second signature is required:



Signature

Patrick De Simone


Name (Please Print)

CEO Principle

Title

"CITY"

City of Burbank



Signature

Patrick Prescott

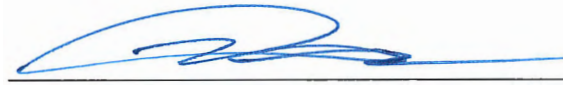
Name (Please Print)

Community Development Director

Title

ATTEST:

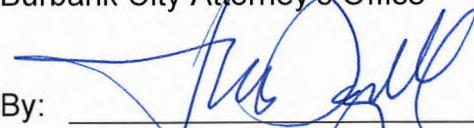
Office of the City Clerk



Zizette Mullins, MMC, City Clerk

Approved as to Form

Burbank City Attorney's Office

By: 

Signature

Joseph H. McDougall

Name

Chief Assistant City Attorney

Title

PURCHASING DIV.
CITY OF BURBANK
2021 NOV -9 PM 4:35

EXHIBIT A
SCOPE OF SERVICES

Consultant shall perform the following services for the benefit of the City:

1. **Purpose.** The purpose of this Scope of Services is to set forth the guidelines under which the parties will work together to create a safe and friendly transit environment at the Downtown Burbank Metrolink Station in Burbank, CA, as demarcated in the map titled "Station Map," a copy of which is attached hereto, incorporated herein, and marked as Exhibit A.
2. **Area of Coverage.** The exact boundaries of the area and the number of block faces therein to be covered by this Agreement are shown in Exhibit A, attached to this Agreement. The City reserves the right to expand or shift the area of coverage without increased cost to the City, provided that the total number of hours of service is not increased by the City. In the event that additional services are required, the City shall have the right to purchase such additional services from STREETPLUS CA, LLC. There will be no change in the hourly rate for STREETPLUS CA, LLC employees or STREETPLUS CA, LLC services, or other mark-up for provision of additional services.
3. **Duties of STREETPLUS as Independent Contractor.** STREETPLUS CA, LLC is an independent contractor, and nothing contained in this Agreement or related documents, shall be construed to create a partnership, joint venture, agency or employment relationship between the City and STREETPLUS CA, LLC. The duties of STREETPLUS CA, LLC under this Agreement are as follows:
 - a. Administration. STREETPLUS CA, LLC is responsible for all aspects of the operation and management of the Program, which includes security and hospitality services, and, as such, shall perform the following services:
 - i. Personnel Services
 1. Provide expert administrative, purchasing, and personnel advice and personnel management, at the cost set forth in Exhibit B (Costs of Operations).
 2. Provide a full-time, on-site Operations Manager, shared with the Downtown Burbank Partnership, responsible for all aspects of the Program who is assigned exclusively to the City account. STREETPLUS CA, LLC shall be responsible for the establishment of all Program operating policies, procedures, rules, and regulations that guide the actions of STREETPLUS CA, LLC's employees and supervisory personnel. The Operations Manager shall conduct inspections to assure that duties under this Agreement are properly carried out and STREETPLUS CA, LLC Program operating policies

implemented; and shall oversee the recruitment, hiring, training, discipline, and termination of STREETPLUS CA, LLC's employees and other personnel providing services to the City.

3. Provide a part-time, on-site Team Leader to provide street-level supervision and perform security and hospitality services as necessary.
4. Provide administrative functions to hire and manage STREETPLUS CA, LLC's employees and to execute Program objectives. The Operations Manager will be responsible for the day-to-day control and direction of the Program on behalf of STREETPLUS CA, LLC, with support and direction from STREETPLUS CA, LLC's corporate offices to accomplish the tasks set forth herein

ii. Employees

1. STREETPLUS CA, LLC shall provide recruiting, selecting, screening, training, supervising, and terminating services in relation to all employees assigned to the City on behalf of STREETPLUS CA, LLC. STREETPLUS CA, LLC shall work diligently with the City and community organizations to resolve any and all complaints regarding employee behavior or job performance. STREETPLUS CA, LLC shall be responsible for terminating an employee if problems in job performance cannot be satisfactorily resolved, and STREETPLUS CA, LLC shall replace an employee so terminated. The City reserves the right to object to any STREETPLUS CA, LLC employee that it deems unsuitable to perform work in the City or areas under contract with the City in its discretion, and in such event STREETPLUS CA, LLC shall not allow such employee to provide services hereunder. City Staff shall be permitted an opportunity to review with STREETPLUS CA, LLC the qualifications of any employee and provide input on any concerns THE CITY may have with the qualifications of such employee prior to STREETPLUS CA, LLC's hiring of said employee for work in the City or areas under contract with the City. All ambassadors and team leaders must successfully pass background checks administered through LiveScan. No individual shall be allowed to perform work unless a successful LiveScan report is on file with the City of Burbank.
2. STREETPLUS CA, LLC shall provide a Staffing Plan, determined by STREETPLUS CA, LLC and the Operations Manager, in consultation with City Staff, outlining the safety routes and the

- Pants
 - Shorts
 - Baseball style hat
 - Jacket
 - Rain gear
 - Black leather belt
 - Bicycle helmet
 - Bicycle gloves
3. STREETPLUS CA, LLC will decorate the uniforms with the logo provided by the City in such a way that it is clearly visible and attractively displayed.
 4. At the beginning of each shift, the Team Leader or Operations Manager will conduct a uniform inspection to ensure that employees portray a clean, neat, and professional appearance while wearing the uniform.

iv. Training

1. STREETPLUS CA, LLC shall plan and provide classroom and field training and shall implement such training for Program employees.

v. Reporting/Records

1. STREETPLUS CA, LLC will complete daily reports and logs of patrol activity, incidents, activities, observations, and any other documentation of their patrols each shift. STREETPLUS CA, LLC will remain visible during the completion of these logging activities.
2. STREETPLUS CA, LLC's Operations Manager will meet with City Staff but no less than once a week. City Staff shall decide any and all questions that may arise as to the manner of performance, rate of progress of the Program, and to the interpretation of this Agreement. City Staff's decisions upon all questions, claims, and disputes will be final and conclusive upon the parties to this Agreement.
3. STREETPLUS CA, LLC will conduct quarterly audits to measure effectiveness and results. This performance audit will be forwarded to City Staff no later than ten business days after the completion of the audit.

4. STREETPLUS CA, LLC shall prepare an annual report on the Program to be delivered to City Staff no later than September 1st of each year.
 5. STREETPLUS CA, LLC shall maintain, in accordance with generally accepted accounting principles, full, complete, and accurate books of account and other records, reflecting all expenses with respect to the Program, including time records for STREETPLUS CA, LLC employees. Such records and other data and information in connection with the Program shall be available to the City and its authorized agents at all reasonable times, for itself, its agents, and its accountants for the purpose of ascertaining the correctness of the statements furnished to the City from time to time under the provisions of this Agreement or any amendments hereto.
- b. Hospitality Services. The following services and duties (detailed in Attachment 1) shall be performed twenty four (24) hours per day, seven (7) days a week, Monday through Sunday, or more often, depending on the needs of the City, within the City, and in areas and for entities under agreement with the City, and as needed by the City:
- i. Walking visibility patrols. STREETPLUS CA, LLC employees shall be deployed within the Downtown Burbank Metrolink Station on foot to serve as a deterrent to illegal and unwanted activity and to interact with pedestrians, businesses, residents, and visitors within the boundaries of the City. STREETPLUS CA, LLC employees shall remain highly visible and available while conducting these patrols.
 - ii. Bicycle visibility patrols. STREETPLUS CA, LLC employees shall be deployed within the City on bicycles to serve as a deterrent to illegal and unwanted activity and to interact with pedestrians, businesses, residents, and visitors within the boundaries of the City. STREETPLUS CA, LLC employees shall remain highly visible and available while conducting these patrols.
 - iii. Transit contacts. STREETPLUS CA, LLC employees, including the Operations Manager, Team Leader, and Ambassadors shall contact the transit operators (ie bus drivers and train conductors) that utilize the station City for the purpose of being visible, introducing themselves, distributing information regarding crime prevention, providing information on current events and future programming, and listening to the concerns expressed by transit operators.
 - iv. Personal safety escorts. STREETPLUS CA, LLC employees shall

provide escorts when requested within the boundaries of the City. STREETPLUS CA, LLC employees will conduct these escorts in a professional and courteous manner while being highly visible to deter illegal and unwanted activity.

- v. Quality of Life Interactions. STREETPLUS CA, LLC employees will be knowledgeable of existing City of Burbank Ordinances addressing “quality of life” infractions. Ambassadors will engage those violating local ordinances, advise of illegal activity and gain compliance. If unable to gain compliance, the Ambassador will contact Burbank Police Department. The Ambassadors will record engagement and outcome in Statview. Quality of Life infractions include, but not limited to the following:
 - 1. Passive Panhandling
 - 2. Aggressive Panhandling
 - 3. Trespassing
 - 4. Loitering
 - 5. Public Urination
 - 6. Public Intoxication
 - 7. Noise Infractions including street performers
 - 8. Other non-emergency situations that adversely affects the public domain.

- vi. Crime Prevention and Information Sharing. STREETPLUS CA, LLC employees shall be utilized to share information to educate people and transit operators on safety related issues. STREETPLUS CA, LLC employees shall distribute brochures and other materials with the purpose of providing educational information. STREETPLUS CA, LLC Operations Manager, working with City Staff, shall work closely with the transit operators that utilize the station by sharing information with them.

- vii. Reporting. STREETPLUS CA, LLC employees shall document and report activity occurring and tasks completed during their assigned shifts. STREETPLUS CA, LLC employees will report crimes and disturbances directly to the Burbank Police Department (BPD) Watch Commander for dispatch, and may assist BPD by providing ‘witness testimony’. Employees will support the City via reporting of abandoned vehicles, maintenance and landscaping issues including burned out lights, items in the right of way, and damaged public infrastructure. Additionally, STREETPLUS CA, LLC employees shall be made aware of local ordinances in their training and briefings, and shall report unlawful and unwanted activity which is detrimental to “Quality of Life”, and report these instances first to BPD and then to City staff.

- viii. Social Outreach Support. STREETPLUS CA, LLC employees shall identify homeless individuals in the district, and be knowledgeable of available resources for those in need. STREETPLUS CA, LLC employees will engage those in need and provide assistance and referrals as necessary.
 - ix. Hospitality services. STREETPLUS CA, LLC employees will engage pedestrians and provide directions and information about the City and attractions, activities, businesses, restaurants, and other locations and attractions within the City.
- d. Team Leader: The following duties and tasks shall be performed by the Team Leader on a daily basis:
- i. Supervision. Providing street level supervision, and acts as a working team member while serving as primary supervisor on the shift. The Team Leader reports directly to the Operations Manager.
 - ii. Work Plan. Share the daily work plan with employees and assign zones and work assignments.
 - iii. Appearance Inspections. Conduct uniform and personal appearance inspections.
 - iv. Scheduling. Review the weekly work schedule and special assignments and communicate schedule to employees.
 - v. Equipment. Ensure all equipment is inspected daily; checklists completed and operated in accordance to STREETPLUS CA, LLC standards.
 - vi. Training. Deliver on-going training in accordance with STREETPLUS CA, LLC corporate policy and Proposal for the City.
 - vii. Work Assignments. Check work assignments to ensure employees have completed work in such a manner to exceed THE CITY and STREETPLUS CA, LLC expectations.
 - viii. Transit Contacts. Create goodwill by making contacts with Metro, Metrolink, and other transit operators at the Metrolink Station and any others associated with the City.
 - ix. Reports. Communicate program achievements in the form of reports.

4. Program Hours

STREETPLUS CA, LLC shall provide Eight Thousand Seven Hundred Thirty-Six (8,616) hours of services annually to the City for the areas within the corporate limits of the City for the cost stated in Section 10 of this Scope of Services. The City shall not be held responsible for paying overtime wages in the event of insufficient staffing on the part of STREETPLUS CA, LLC to fulfill regularly scheduled services. However, overtime will be billed at one and a half times the STREETPLUS CA, LLC employee's rate of pay if the City requests the overtime. This overtime rate applies to recognized holidays. The overtime bill rate for labor requested by the City shall be based upon the Pay and Bill Rate Matrix, which is attached hereto as Exhibit B.

- a. Authorized Weekly Hours. The following are authorized weekly hours for each program component, although it is expressly acknowledged and agreed between the parties that actual hours may be adjusted based upon operational need and agreement of City Staff and STREETPLUS CA, LLC.
 - i. Team Leader – 40 hours
 - ii. Ambassador and Safety Hospitality – 128 hours
- b. Billing Rate. The regular hourly bill rate for the labor categories shall be as follows for the first year.
 - i. Team Leader - \$28.49
 - ii. Ambassadors - \$24.87
- c. Additional hours. Additional hours to provide services for identified special events and functions shall be in writing from City Staff to STREETPLUS CA, LLC and shall state the number of hours required, type of employee required, and the date(s) of the special events and/or functions.

5. Holidays

- a. Recognized holidays: The following are holidays recognized by STREETPLUS CA, LLC:
 - New Year's Day
 - Memorial Day
 - Independence Day
 - Labor Day
 - Thanksgiving Day
 - Christmas Day
- b. Services on recognized holidays. If services are required on a recognized

holiday, City Staff shall contact STREETPLUS CA, LLC at least two (2) weeks prior to the holiday to arrange for needed coverage. STREETPLUS CA, LLC employees working the recognized holiday will receive regular time and one-half times for hours worked and the City will be billed the overtime holiday rate for STREETPLUS CA, LLC employees working any of the recognized holidays.

6. Equipment

- a. Equipment Provided by STREETPLUS CA, LLC. The following equipment, will be purchased by STREETPLUS CA, LLC and the cost of such equipment is included in the annual Cost of Services to provide services. The cost of purchased capital equipment will be billed as a separate line item on the regular

CAPITAL EQUIPMENT - MetroLink			
Item	Qty	Unit Cost	Total Cost
Mobile Devices (Cell Phones)	2	\$ 600.00	\$ 1,200.00
Segway i2 Patroller	1	\$ 8,000.00	\$ 8,000.00
Guard Tour System	1	\$ 4,000.00	\$ 4,000.00
Two-Way Radios	2	\$ 650.00	\$ 1,300.00
Repeater	1	\$ 1,750.00	\$ 1,750.00
TOTAL			\$ 16,250.00
Annual (3-year Amortization Schedule)			\$ 5,932.28
Monthly Invoice Amount			\$ 494.36

monthly invoice.

- b. Maintenance of Equipment. STREETPLUS CA, LLC shall maintain all equipment required to perform the services specified, including but not limited to those items listed in Paragraph 6(a), above, at no additional cost to the City. The equipment shall be maintained in a good and safe operating condition. STREETPLUS CA, LLC shall prepare and implement a planned maintenance program and schedule for all equipment prior to the execution of this Agreement, to be approved by City Staff. Employees operating equipment shall be required to inspect equipment and complete a checklist prior to use, inspect the equipment after use and report any problems or malfunctions to the Team Leader or Operations Manager as soon as practical. STREETPLUS CA, LLC shall maintain all equipment in the manner recommended by the manufacturer. Upon the expiration or termination of this Agreement with or without cause, STREETPLUS CA, LLC shall hand such equipment back to the City in good condition, reasonable wear and tear excepted.
- c. Maintenance Records. STREETPLUS CA, LLC will keep accurate records of planned maintenance performed on said equipment, and will produce said records upon request from the City.

7. Compensation and Payment to STREETPLUS CA, LLC

- a. Cost of Services. The Cost of Services as set forth herein for the corporate limits of the City, is \$224,814.06 for Baseline Services for Year 1 of this Agreement. The cost of capital equipment will be \$5,932.28 annually for three years or until the capital equipment balance is paid in full.
 - i. Each monthly invoice will be based on the number of hours worked that month.
 - ii. The City, working closely with STREETPLUS CA, LLC, will determine the Cost of Services for Year 2 and any other years of this Agreement no later than 60 days prior to the end of each year. Local minimum wage requirements will be incorporated into the annual Cost of Services. The annual increase will be tied to CPI not to exceed 3%.
- b. Monthly billing. STREETPLUS CA, LLC will invoice the City on the first (1st) business day of each month for services provided during the previous month.
- c. Payment term. The payment term shall be net thirty (30) days from the date of the invoice.
- d. Non-payment of undisputed balance. In the event that any undisputed balance remains outstanding for more than sixty (60) days, the City hereby acknowledges the right of STREETPLUS CA, LLC to terminate this Agreement upon sixty (60) days written notice to the City unless the City shall pay the undisputed balance during such sixty (60) day period.

Exhibit A

Downtown Burbank Metrolink District Map



All deliverables provided under this Agreement shall be in form and substance reasonably satisfactory to City.

EXHIBIT B
SCHEDULE OF COMPENSATION

The total compensation (including, any reasonable costs, expenses or reimbursements) payable by the City to the Consultant shall not exceed the Cost of Services as set forth in Section 3.0.

To the extent that the Schedule of Compensation includes any travel, hotel or other reimbursable expenses, such expenses shall be for actual and reasonable expenses incurred in the performance of the Scope of Services.

The Consultant and the City agree that the Consultant shall earn its compensation according to the following method:

- **Time and Materials:** The City shall pay for the services on a time-and-material basis. Consultant shall invoice the City for all actual hours of work performed in accordance with this Agreement at the following rates:

Labor Classification	Rates		Hours		Cost
	Pay	Bill	Weekly	Annual	
Safety Hospitality Ambassad	\$ 16.00	\$ 26.08	128.00	6656.00	\$ 173,588.48
Team Leader	\$ 19.00	\$ 29.69	40.00	2080.00	\$ 61,755.20
<i>Sub-total</i>			<i>168.00</i>	<i>8736.00</i>	<i>\$ 235,343.68</i>

Baseline Services	\$ 235,343.68
Capital Equipment	\$ 3,011.76
Total Annual Cost	\$ 238,355.44

Attachment 1

Scope of Services and Hours

- Create a visible presence through the Downtown Burbank Metrolink Station;
- Engage with visitors and members of the public with responsiveness providing directions, recommendations or assistance as needed. Be knowledgeable about the various transit options in the station and be able to provide transit directions and information to station users;
- Ambassadors will be responsible for patrolling the entire length of the station platform on both sides of the railroad tracks, Olive Avenue elevator and stairways (from the top of the overcrossing to the station level), restrooms, bicycle storage facility, vending machine area, bus depot boarding/alighting area, and parking and passenger loading areas under the Olive Avenue overpass. Ambassadors will also be responsible for patrolling the four parking lots adjacent to the station.
- Continually circulate throughout the Metrolink Station and areas described above on foot/bicycle to provide visibility and address or report activities as needed. Foot patrolling activities shall be focused on the station platform during peak commute hours of 6:00 am – 9:00 am, and 4:00 pm – 7:00 pm. An ambassador shall always be present on the platform while trains are in the station and passengers are utilizing the station. During off peak hours ambassadors will patrol the parking lots at least four times per hour.
- Report crimes and disturbances immediately directly to the BPD Watch Commander for dispatch;
- Assist BPD by providing ‘witness complaints;’
- Provide resources and assistance to the homeless population;
- Identify homeless individuals at the Metrolink Station;
- Provide referrals to homeless individuals based on current available services;
- Provide a safety escort to members of the public as requested;
- Meet with transit operators and transit employees as needed;
- Create incident reports to document all activities and interactions. Ambassadors must provide these reports daily to City Staff, documenting criminal and non-criminal activities/incidents/issues at the Metrolink Station;
- Report, log, and notify any signs of parking violations to the Police Department where non-transit users are utilizing the Metrolink Station Parking lots, or if any vehicle is parked for more than 72 hours;
- Support the district via reporting of maintenance and landscaping issues including but not limited to burned out lights, items in the right of way, and damaged public infrastructure. Ambassadors must also alert the City to any graffiti via the MyBurbank smartphone application, as well property damage and other vandalism directly to City Staff;
- Discourage interference with transit operations and operation of the train station;

EXHIBIT C
INSURANCE REQUIREMENTS

Consultant shall procure and maintain, for the Term of this Agreement, 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 Consultant, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:

1. **Commercial General Liability:** Insurance Services Office Form CG 00 01 covering commercial general liability insurance ("CGL") on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be at least **\$2,000,000**.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), 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.
4. **Professional Liability or Errors and Omissions:** Errors and Omissions insurance appropriate to the Consultant's profession ("E&O Insurance"), with limit no less than **\$1,000,000** per occurrence or claim, **\$2,000,000** aggregate.

If Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by Consultant.

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The City, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant 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 Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this Agreement, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide an endorsement that they are not subject to cancellation without thirty (30) days' prior written notice to the City or ten (10) days' prior written notice for non-payment of premium.

Waiver of Subrogation

Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant 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 has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Consultant to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City. Such insurers shall be licensed to provide insurance under California state law.

Claims Made Policies. For the E&O Insurance Policy and any other insurance providing claims-made coverage (e.g., pollution liability insurance, if applicable):

1. The "Retroactive Date" must be shown, and must be before the Effective Date.
2. Insurance must be maintained and evidence of insurance must be

provided for at least three (3) years after completion of the work required under the Agreement.

3. If coverage is canceled or non-renewed, and not replaced *with another claims-made policy form with a Retroactive Date prior to the Agreement Effective Date*, the Consultant must purchase “extended reporting” coverage for a minimum of *three (3) years* after completion of work.

Verification of Coverage

Consultant shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this Agreement. 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.

Cyber Liability Insurance

Technology Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant’s profession, with limits not less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. **City shall inform Consultant if such insurance is required.**

Contractors Pollution Liability and/or Asbestos Pollution Liability

If Consultant’s Scope of Services includes the handling or transportation of hazardous materials, Consultant shall maintain pollution liability and/or asbestos pollution liability applicable to the work being performed, with a limit no less than **\$1,000,000** per claim or occurrence and **\$2,000,000** aggregate per policy period of one year. **City shall inform Consultant if such insurance is required.**