

Jim Light
Mayor

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June 11, 2024

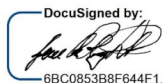
Urban Graffiti Enterprises Inc.
PO Box 2383
Covina, CA 91722

Subject: Graffiti Removal Services Agreement Extension

Pursuant to the agreement executed on July 21, 2020 and terminating July 20, 2024, between the City of Redondo Beach and Urban Graffiti Enterprises Inc., the City is requesting the second of two extensions of the agreement for graffiti removal services from July 21, 2024 through July 20, 2025.

The existing agreement allows the Redondo Beach Mayor to provide a written letter authorizing the second one-year extension, subject to the same terms and conditions, and within fifteen (15) days prior to the expiration of the current term.

Thank you,

DocuSigned by:


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James A. Light

**AGREEMENT FOR CONSULTING SERVICES
BETWEEN THE CITY OF REDONDO BEACH
AND URBAN GRAFFITI ENTERPRISES, INC.**

THIS AGREEMENT FOR CONSULTING SERVICES (this "Agreement") is made between the City of Redondo Beach, a Chartered Municipal Corporation ("City") and Urban Graffiti Enterprises, Inc., a California Corporation ("Consultant" or "Contractor").

The parties hereby agree as follows:

1. Description of Project or Scope of Services. The project description or scope of services to be provided by Consultant, and any corresponding responsibilities of City, or services required to be performed by City are set forth in Exhibit "A."
2. Term and Time of Completion. Consultant shall commence and complete the project or services described in Exhibit "A" in accordance with the schedule set forth in Exhibit "B".
3. Compensation. City agrees to pay Consultant for work performed in accordance with Exhibit "C".

* * * * *

GENERAL PROVISIONS

1. Independent Contractor. Consultant acknowledges, represents and warrants that Consultant is not a regular or temporary employee, officer, agent, joint venturer or partner of the City, but rather an independent contractor. This Agreement shall not be construed as a contract of employment. Consultant shall have no rights to any benefits which accrue to City employees unless otherwise expressly provided in this Agreement. Due to the independent contractor relationship created by this Agreement, the City shall not withhold state or federal income taxes, the reporting of which shall be Consultant's sole responsibility.
2. Brokers. Consultant acknowledges, represents and warrants that Consultant has not hired, retained or agreed to pay any entity or person any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.
3. City Property. All plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials prepared for or obtained pursuant to this Agreement shall upon request be delivered to the City within a reasonable time, and the rights thereto shall be deemed assigned to the City. If applicable, Consultant shall prepare check prints upon request. Said plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials,

shall be specific for the project herein and shall not be used by the City for any other project without Consultant's consent. Notwithstanding the foregoing, Consultant shall not be obligated to assign any proprietary software or data developed by or at the direction of Consultant for Consultant's own use; provided, however, that Consultant shall, pursuant to Paragraph 14 below, indemnify, defend and hold the City harmless from and against any discovery or Public Records Act request seeking the disclosure of any such proprietary software or data.

4. Inspection. If the services set forth in Exhibit "A" shall be performed on City or other public property, the City shall have the right to inspect such work without notice. If such services shall not be performed on City or other public property, the City shall have the right to inspect such work upon reasonable notice. Inspections by the City shall not relieve or minimize the responsibility of Consultant to conduct any inspections Consultant has agreed to perform pursuant to the terms of this Agreement. Consultant shall be solely liable for said inspections performed by Consultant. Consultant shall certify in writing to the City as to the completeness and accuracy of each inspection required to be conducted by Consultant hereunder.
5. Services. The project or services set forth in Exhibit "A" shall be performed to the full satisfaction and approval of the City. In the event that the project or services set forth in Exhibit "A" are itemized by price in Exhibit "C", the City in its sole discretion may, upon notice to Consultant, delete certain items or services set forth in Exhibit "A", in which case there shall be a corresponding reduction in the amount of compensation paid to Consultant. City shall furnish Consultant to the extent available, with any City standards, details, specifications and regulations applicable to the Project and necessary for the performance of Consultant's services hereunder. Notwithstanding the foregoing, any and all additional data necessary for design shall be the responsibility of Consultant.
6. Records. Consultant, including any of its subcontractors shall maintain full and complete documents and records, including accounting records, employee time sheets, work papers, and correspondence pertaining to the project or services set forth in Exhibit "A". Consultant, including any of its subcontractors shall make such documents and records available for City review or audit upon request and reasonable notice, and shall keep such documents and records, for at least four (4) years after Consultant's completion of performance of this Agreement. Copies of all pertinent reports and correspondence shall be furnished to the City for its files.
7. Changes and Extra Work. All changes and/or extra work under this Agreement shall be provided for by a subsequent written amendment executed by City and Consultant.

8. Additional Assistance. If this Agreement requires Consultant to prepare plans and specifications, Consultant shall provide assistance as necessary to resolve any questions regarding such plans and specifications that may arise during the period of advertising for bids, and Consultant shall issue any necessary addenda to the plans and specifications as requested. In the event Consultant is of the opinion that City's requests for addenda and assistance is outside the scope of normal services, the parties shall proceed in accordance with the changes and extra work provisions of this Agreement.
9. Professional Ability. Consultant acknowledges, represents and warrants that Consultant is skilled and able to competently provide the services hereunder, and possesses all professional licenses, certifications, and approvals necessary to engage in its occupation. City has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant shall perform in accordance with generally accepted professional practices and standards of Consultant's profession.
10. Business License. Consultant shall obtain a Redondo Beach Business License before performing any services required under this Agreement. The failure to so obtain such license shall be a material breach of this Agreement and grounds for immediate termination by City; provided, however, that City may waive the business license requirement in writing under unusual circumstances without necessitating any modification of this Agreement to reflect such waiver.
11. Termination Without Default. Notwithstanding any provision herein to the contrary, the City may, in its sole and absolute discretion and without cause, terminate this Agreement at any time prior to completion by Consultant of the project or services hereunder, immediately upon written notice to Consultant. In the event of any such termination, Consultant shall be compensated for: (1) all authorized work satisfactorily performed prior to the effective date of termination; and (2) necessary materials or services of others ordered by Consultant for this Agreement, prior to Consultant's receipt of notice of termination, irrespective of whether such materials or services of others have actually been delivered, and further provided that Consultant is not able to cancel such orders. Compensation for Consultant in such event shall be determined by the City in accordance with the percentage of the project or services completed by Consultant; and all of Consultant's finished or unfinished work product through the time of the City's last payment shall be transferred and assigned to the City. In conjunction with any termination of this Agreement, the City may, at its own expense, make copies or extract information from any notes, sketches, computations, drawings, and specifications or other data, whether complete or not.
12. Termination in the Event of Default. Should Consultant fail to perform any of its obligations hereunder, within the time and in the manner provided or otherwise violate any of the terms of this Agreement, the City may immediately terminate this Agreement by giving written notice of such termination, stating the reasons

for such termination. Consultant shall be compensated as provided immediately above, provided, however, there shall be deducted from such amount the amount of damages if any, sustained by the City by virtue of Consultant's breach of this Agreement.

13. Conflict of Interest. Consultant acknowledges, represents and warrants that Consultant shall avoid all conflicts of interest (as defined under any federal, state or local statute, rule or regulation, or at common law) with respect to this Agreement. Consultant further acknowledges, represents and warrants that Consultant has no business relationship or arrangement of any kind with any City official or employee with respect to this Agreement. Consultant acknowledges that in the event that Consultant shall be found by any judicial or administrative body to have any conflict of interest (as defined above) with respect to this Agreement, all consideration received under this Agreement shall be forfeited and returned to City forthwith. This provision shall survive the termination of this Agreement for one (1) year.
14. Indemnity. To the maximum extent permitted by law, Consultant hereby agrees, at its sole cost and expense, to defend protect, indemnify, and hold harmless the City, its elected and appointed officials, officers, employees, volunteers, attorneys, and agents (collectively "Indemnitees") from and against any and all claims, including, without limitation, claims for bodily injury, death or damage to property, demands, charges, obligations, damages, causes of action, proceedings, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of, incident to, related to, in connection with or arising from any act, failure to act, error or omission of Consultant's performance or work hereunder (including any of its officers, agents, employees, Subcontractors) or its failure to comply with any of its obligations contained in the Agreement, or its failure to comply with any current or prospective law, except for such loss or damage which was caused by the sole negligence or willful misconduct of the City. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant or Indemnitees. This indemnification obligation shall survive this Agreement and shall not be limited by any term of any insurance policy required under this Agreement.
 - a. Nonwaiver of Rights. Indemnitees do not and shall not waive any rights that they may possess against Consultant because the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement.
 - b. Waiver of Right of Subrogation. Consultant, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees.

15. Insurance. Consultant shall comply with the requirements set forth in Exhibit "D." Insurance requirements that are waived by the City's Risk Manager do not require amendments or revisions to this Agreement.
16. Non-Liability of Officials and Employees of the City. No official or employee of the City shall be personally liable for any default or liability under this Agreement.
17. Compliance with Laws. Consultant shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals, with respect to this Agreement, including without limitation all environmental laws, employment laws, and non-discrimination laws.
18. Limitations upon Subcontracting and Assignment. Consultant acknowledges that the services which Consultant shall provide under this Agreement are unique, personal services which, except as otherwise provided herein, Consultant shall not assign or sublet to any other party without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion. In the event that the City, in writing, approves any assignment or subletting of this Agreement or the retention of subcontractors by Consultant, Consultant shall provide to the City upon request copies of each and every subcontract prior to the execution thereof by Consultant and subcontractor. Any attempt by Consultant to assign any or all of its rights under this Agreement without first obtaining the City's prior written consent shall constitute a material default under this Agreement.

The sale, assignment, transfer or other disposition, on a cumulative basis, of twenty-five percent (25%) or more of the ownership interest in Consultant or twenty-five percent (25%) or more the voting control of Consultant (whether Consultant is a corporation, limited liability company, partnership, joint venture or otherwise) shall constitute an assignment for purposes of this Agreement. Further, the involvement of Consultant or its assets in any transaction or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buyout or otherwise), whether or not a formal assignment or hypothecation of this Agreement or Consultant's assets occurs, which reduces Consultant's assets or net worth by twenty-five percent (25%) or more shall also constitute an assignment for purposes of this Agreement.

19. Subcontractors. Consultant shall provide properly skilled professional and technical personnel to perform any approved subcontracting duties. Consultant shall not engage the services of any person or persons now employed by the City without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion.
20. Integration. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any previous oral or written agreement; provided, however, that correspondence or documents

exchanged between Consultant and City may be used to assist in the interpretation of the exhibits to this Agreement.

21. Amendment. This Agreement may be amended or modified only by a subsequent written amendment executed by both parties.
22. Conflicting Provisions. In the event of a conflict between the terms and conditions of this Agreement and those of any exhibit or attachment hereto, this Agreement proper shall prevail. In the event of a conflict between the terms and conditions of any two or more exhibits or attachments hereto, those prepared by the City shall prevail over those prepared by Consultant.
23. Non-Exclusivity. Notwithstanding any provision herein to the contrary, the services provided by Consultant hereunder shall be non-exclusive, and City reserves the right to employ other contractors in connection with the project.
24. Exhibits. All exhibits hereto are made a part hereof and incorporated herein by reference; provided, however, that any language in Exhibit "A" which does not pertain to the project description, proposal, or scope of services (as applicable) to be provided by Consultant, or any corresponding responsibilities of City, shall be deemed extraneous to, and not a part of, this Agreement.
25. Time of Essence. Time is of the essence of this Agreement.
26. Confidentiality. To the extent permissible under law, Consultant shall keep confidential its obligations hereunder and the information acquired during the performance of the project or services hereunder.
27. Third Parties. Nothing herein shall be interpreted as creating any rights or benefits in any third parties. For purposes hereof, transferees or assignees as permitted under this Agreement shall not be considered "third parties."
28. Governing Law and Venue. This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Venue for any litigation or other action arising hereunder shall reside exclusively in the Superior Court of the County of Los Angeles, Southwest Judicial District.
29. Attorneys' Fees. In the event either party to this Agreement brings any action to enforce or interpret this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees (including expert witness fees) and costs. This provision shall survive the termination of this Agreement.
30. Claims. Any claim by Consultant against City hereunder shall be subject to Government Code §§ 800 *et seq.* The claims presentation provisions of said Act are hereby modified such that the presentation of all claims hereunder to the City

shall be waived if not made within six (6) months after accrual of the cause of action.

31. Interpretation. Consultant acknowledges that it has had ample opportunity to seek legal advice with respect to the negotiation of this Agreement. This Agreement shall be interpreted as if drafted by both parties.
32. Warranty. In the event that any product shall be provided to the City as part of this Agreement, Consultant warrants as follows: Consultant possesses good title to the product and the right to transfer the product to City; the product shall be delivered to the City free from any security interest or other lien; the product meets all specifications contained herein; the product shall be free from material defects in materials and workmanship under normal use for a period of one (1) year from the date of delivery; and the product shall be fit for its intended purpose(s). Notwithstanding the foregoing, consumable and maintenance items (such as light bulbs and batteries) shall be warranted for a period of thirty (30) days from the date of delivery. All repairs during the warranty period shall be promptly performed by Consultant, at Consultant's expense, including shipping. Consultant shall not be liable under this warranty for an amount greater than the amount set forth in Exhibit "C" hereto.
33. Severance. Any provision of this Agreement that is found invalid or unenforceable shall be deemed severed, and all remaining provisions of this Agreement shall remain enforceable to the fullest extent permitted by law.
34. Authority. City warrants and represents that upon City Council approval, the Mayor of the City of Redondo Beach is duly authorized to enter into and execute this Agreement on behalf of City. The party signing on behalf of Consultant warrants and represents that he or she is duly authorized to enter into and execute this Agreement on behalf of Consultant, and shall be personally liable to City if he or she is not duly authorized to enter into and execute this Agreement on behalf of Consultant.
35. Waiver. The waiver by the City of any breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.

SIGNATURES FOLLOW ON NEXT PAGE


IN WITNESS WHEREOF, the parties have executed this Agreement in Redondo Beach, California, as of this 21st day of July, 2020.

CITY OF REDONDO BEACH

URBAN GRAFFITI ENTERPRISES, INC.

DocuSigned by:

F6413C7231DF4E1...
William C. Brand, Mayor

DocuSigned by:

D8918EB93210438...
By: Juan Reinoso
Name: Juan Reinoso
Title: President

ATTEST:

DocuSigned by:

72F2AC716C214CF...
Eleanor Manzano, City Clerk

APPROVED:

DocuSigned by:

A8ED8CE35EEF48C...
Risk Manager Diane Strickfaden
Risk Manager

APPROVED AS TO FORM:


DocuSigned by:

660040E0E03D402...
Michael W. Webb, City Attorney

EXHIBIT "A"

PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES

Urban Graffiti Enterprises, Inc. shall provide graffiti removal services three (3) days per week, for eight (8) hours per day with the following conditions.

I. GENERAL SPECIFICATIONS

- A. "Project Area" shall refer to Redondo Beach city limits of or as designated by the graffiti program community based officer of the Police Department or other designated City representative managing the contract.
- B. All work shall be performed during daylight hours, unless otherwise authorized by City's representative.
- C. The Contractor must be licensed by the State of California (C-33). Contractor shall have all other licenses required to perform this contract, whether solely or through his/her employees.
- D. Contractor shall remove designated graffiti within twenty-four (24) hours of notification on weekdays for general graffiti, and within four (4) hours or less of notification for inflammatory language or symbols as determined by City. Contractor shall notify the City's representative via email if the removal of general graffiti will take longer than 24 hours.
- E. Contractor shall maintain at least one (1) local telephone number where he can be reached between the hours of 7:00 a.m. and 4:00 p.m., Monday through Friday. This telephone number shall be made available to all persons designated by the City. Contractor shall notify City within 24 hours if this phone number changes. Contractor or his representative must be available to respond to emergency calls between the hours of 7:00 a.m. and 4:00 p.m., Monday through Friday.
- F. Contractor shall contact the City's designated representative(s) when graffiti removal issues arise. Contact between the Contractor and the City's representative(s) shall occur via phone or email. Regular communication should ensure that each party is informed regarding pending work orders and other graffiti removal matters. Failure to maintain regular communication with the City's representative and respond in a timely matter regarding graffiti removal matters shall be deemed a material breach of the terms of this Agreement and may result in the termination pursuant to section 12 of this Agreement. Contractor will obtain work orders from the City's representative by e-mail, fax or other electronic means in addition to telephone referral.

- G. If Contractor arrives on site with an issued work order and finds the site has been abated, Contractor shall notify the City's representative(s) as soon as practical informing City of such abatement. If abatement does not match the original surface, Contractor shall notify the City's representative to determine if further work should be done; and if no additional work need be done, prior successful abatement shall be noted in Contractor's invoice log.
- H. No work shall be performed without notification and approval from the City's representative assigned to administer, oversee, and inspection pursuant to this Agreement. Acceptance of work from a person or persons other than those specified as the City's representative to this Agreement may result in non-payment for services rendered. Graffiti found during the normal assigned work by Contractor shall be reported to the Police Department to be documented by a police report or otherwise documented before removal.
- I. No graffiti removal work shall be performed on private property without the prior approval by signed waiver of owner, unless explicitly authorized by the City's representative. Contractor shall provide the property owner with a waiver and ensure that it is completed prior to performing any work on the property. The original signed waiver forms by private parties are the property of the City and shall be returned to the City's representative on a monthly basis. Contractor shall retain a copy of the waiver for their records.
- J. Work shall consist of specified graffiti removal services upon city owned, non-city owned governmental and private properties within the City of Redondo Beach. Contractor shall be responsible for providing services, which shall include all materials, labor, and equipment to remove graffiti on all surfaces by painting, sandblasting, water-blasting, and chemical removal techniques as specified herein.
- K. All work performed and any and all equipment or materials supplied by Contractor to be used to perform such work shall be subject to the inspection and approval of the City's representative. Work or materials that City's representative does not find acceptable shall be corrected or replaced at Contractor's expense.
- L. Contractor shall handle, store, and dispose of hazardous materials and hazardous waste in accordance with all Federal, State, and local regulations. Contractor shall prevent the discharge of hazardous materials or hazardous waste into the environment in concentrations that violate any Federal, State, or local regulation. Where high-pressure removal is utilized, Contractor shall ensure that rinsate (liquid waste) and solid wastes from graffiti removal are not discharged to the City's storm sewer system except for de minimis quantities of wastewater. Contractor shall utilize booms and temporary berms to collect large quantities of rinsate, vacuum rinsate to a portable tank, and discharge rinsate to a sanitary sewer.

- M. Once graffiti is identified, located, and Contractor is notified of its existence, Contractor shall inspect and determine which method of removal is best suited for the location which, to the greatest extent possible, maintains the integrity of the surface. The removal shall not leave shadows or ghosts, and shall not follow the pattern of the graffiti such that letters or similar shapes remain apparent on the surface after the paint, marker, scratches, or similar graffiti markings have been removed and Contractor's removal work is completed. Unless otherwise approved by the City, the removal method shall be such that the graffiti is removed in an area so as to constitute a box, circle, or other approved geometrical shape, to reduce the potential for ghosts or shadows. If the area is heavily tagged, the entire surface shall be abated.
- N. The removal method shall not harm, deface, or mark the surface. Removal methods shall include abrasive removal techniques, painting, or other removal methods approved by the City.
 - 1. No existing slump stone, split-face masonry, stone or decorative concrete block surface shall be painted by Contractor unless approved by the City's representative.
 - 2. The property owner of any unpainted, non-decorative concrete masonry wall may have graffiti removed by the method of their choosing, at their expense. If they elect to have the City remove the graffiti, the City shall decide the removal method.
 - 3. Abrasive removal techniques means propelled sand or soda, high-pressure water or steam/hot water to remove graffiti from virgin masonry or virgin wood surfaces. Virgin masonry or virgin wood surfaces means masonry or wood surfaces that have never been painted or stained. Contractor shall perform all abrasive removal techniques in such a fashion that the area of graffiti removal is feathered or otherwise blended into the adjacent surface. Contractor shall not use abrasive removal techniques of only the pattern or outline of graffiti such that the graffiti is still discernible.
- O. Contractor shall be familiar with and have access to a paint color-matching system, and shall apply paint which reasonably matches the base surface and provides a complete covering of the graffiti markings made by spray paints, marking pens, crayons, or other common defacing materials. In the event that City's representative desires an exact color match, Contractor shall furnish the paint, and use such paint to remove the graffiti. If private property owners have color match paint, Contractor shall use this paint to abate the site on request.
- P. Paint shall not be used on sidewalks, curbs or curb faces, or any other walking surface with high traffic rates likely to wear. Abrasive or pressure methods of

removal are preferred for sidewalk graffiti removal and shall be used if practicable.

- Q. Contractor must properly prepare all exterior surfaces in a manner that will result in proper bonding of the paint.
- R. Contractor shall take precautions to protect surfaces adjacent to the location where graffiti is to be removed. The use of covers, shall be provided by the Contractor to protect adjacent surfaces, equipment, and vehicles from over-spray from painting or abrasive removal operations.
- S. Contractor shall leave graffiti removal areas with a finished appearance, and with sidewalks and curbs left with the debris produced by the graffiti removal cleaned up and transported away for proper disposal.
- T. Contractor shall promptly remove all equipment, machinery, materials, and supplies on a daily basis from the premises of each job, unless Contractor has received prior approval by the City's representative to leave such materials. City is not responsible for storing Contractor's equipment, machinery and supplies.
- U. All used and empty material containers, and excess materials used in the course of the abatement of graffiti shall be disposed in accordance with all federal, state, and local ordinances and statutes and at the expense of the Contractor. Rinse residue, which results from the cleaning/washing down of buckets, paintbrushes, rollers, vehicles and similar equipment shall be collected and disposed of appropriately. Improper disposal is prohibited and shall be deemed a material breach of this Agreement and may result in termination pursuant to section 12.
- V. Contractor shall provide the City's representative with ninety (90) days written notice prior to termination of the Agreement.

II. PROTECTION OF PERSONS AND PROPERTY

- A. Contractor shall provide and maintain all warning devices and take all precautionary measures required by law or otherwise to protect persons and property while persons or property are approaching, leaving or within the work site or any area adjacent to the worksite. The installation or maintenance of any warning devices, barricades, lights, signs or any other precautionary measures required by law or otherwise for the protection of persons or property does not entitle Contractor to receive additional compensation outside of that described in Exhibit "C" of this Agreement.
- B. Contractor shall assume all duties owed by the City to the general public in connection with the general public's immediate approach to and travel through

the work site and the area adjacent to the work site. The Contractor shall provide "WET PAINT" signs as required to protect the finishes and the public.

- C. Where the work is carried on, in or adjacent to any street, alley, sidewalk, public right-of-way or public place, Contractor shall, at his own cost and expense, provide such flagmen and watchmen and furnish, erect and maintain such warning devices, barricades, signs, lights, and other precautionary measures for the protection of persons or property as may be prudent or necessary or as are required by law. Contractor's responsibility for providing and maintaining flagmen, watchmen, warning devices, barricades, signs and lights and other precautionary measures shall not cease until the work has been completed.
- D. If City discovers that Contractor has failed to comply with applicable federal and state laws and local ordinances (by failing to furnish the necessary flagmen, warning devices, barricades, lights, signs, or other precautionary measures for the protection of persons or property), City may order Contractor to take such additional precautionary measures as required by law to be taken to protect persons and property.
- E. Contractor shall be solely responsible for any and all damages to public or private property due to the failure of warning devices, barricades, signs, lights or other precautionary measures in protecting the property; and whatever portion of the work is damaged shall be immediately removed and replaced by and at the cost and expense of the Contractor.
- F. Contractor shall take all necessary precautions to ensure the safety of all persons during the performance of the work, including the adherence to all applicable public health orders and the use of any personal protective equipment for the protection of workers and others.
- G. Contractor shall take all necessary precautions to ensure that Contractor's employees shall comply with all safety regulations and shall observe relevant safety practices at all times while performing the work.
- H. An identification card meeting the specifications of the City's representative shall be worn and visible by all of Contractor's employees, contractors or sub-contractors while performing services for the City.
- I. Contractor shall ensure that his/her employees work in a safe manner and will be responsible for providing training and equipment necessary to guard against injury while on City or private property. Contractor shall be responsible for traffic control (if necessary) while removing graffiti next to public streets.
- J. Contractor shall be responsible for any damages incurred as a result of negligence. City may order damaged property to be repaired or replaced at

Contractor's expense or may deduct the cost of repairs or replacement from payments.

- K. Hazardous conditions and items requiring maintenance attention shall be reported immediately to the City's representative as soon as possible.
- L. Contractor shall instruct his/her staff to report any and all suspicious activity witnessed by Contractor to the police around City property or private property.

III. QUALITY ASSURANCE

- A. Contractor shall be responsible for the acts and omissions of his/her employees and sub-contractors performing any of the work under this contract. Any sub-contractors contracted to perform services for the City shall be pre-approved by the City's representative.
- B. Contractor's representatives and work force shall be experienced in graffiti removal, and shall have received training in graffiti removal techniques. The Contractor shall furnish sufficient workers and adequate equipment to perform the work in accordance with Section I of this Exhibit.
- C. Contractor shall employ only competent, efficient workers and shall not use on the work any unfit person or one not skilled in the work assigned to him/her and shall at all times maintain good order among Contractor's employees, and at least one person on the work site shall speak and understand English.
- D. Contractor shall maintain a roster of employees, their work assignment, home address and phone numbers and shall furnish such roster to City as necessary to comply with the requirements for court appearance. Contractor shall update the employee roster.
- E. Contractor shall ensure that all of Contractor's employees observe and obey all State codes, laws and ordinances while conducting business on City premises, government property or private property.
- F. City's Police Department currently attempts to photograph and document graffiti before its removal. Contractor shall also take digital photographs of the graffiti in JPEG format prior to taking any removal measures. The photographs shall include at least one overall photograph to show location and orientation, one photograph of the specific graffiti to show details, and one photograph of the specific location of the graffiti after it is removed. Photographs of each site shall be identified with a work order number, police report number, and a site address or identifiable location. Additionally, Contractor shall document basic information about the graffiti.

Contractor should be able to analyze and interpret graffiti and shall upload that information and the related photographs and basic information about all graffiti removed in the City to a Los Angeles County database designated by the City's Police Department.

In each graffiti incident, Contractor shall provide upon request of City the cost of labor, material and damage size regarding a particular removal undertaken pursuant to this Agreement. This information will assist the City in obtaining restitution.

- G. Any Contractor or employee performing services in the City shall have in their possession updated legible packets including: A copy of the specifications and a Chemical list with Material Safety Data Sheets (MSDS) covering all chemicals on the job.
- H. All written materials, including, but not limited to, consent forms, survey forms, and media releases, utilized for the services undertaken pursuant to this Agreement are subject to the prior approval of the City's representative.

EXHIBIT "B"

SCHEDULE FOR COMPLETION

Term. This Agreement shall commence on **July 21, 2020** and expire on **July 20, 2023** unless otherwise terminated as provided herein.

Upon City Manager's recommendation to the Mayor, this Agreement shall be extended for two subsequent one-year terms subject to the same terms and conditions contained herein. However, no extension shall be effective unless the Mayor provides a written letter authorizing the extension at least fifteen (15) days prior to the expiration of the current term.

EXHIBIT "C"

COMPENSATION

Provided Consultant is not in default under this Agreement, Consultant shall be compensated as provided below.

1. **AMOUNT.** Contractor shall be paid total compensation annually in the amount of \$48,600 for services described in Exhibit "A". Contractor's compensation is a fixed fee and includes all services described in Exhibit "A". In no event shall Contractor's total compensation exceed \$145,800 during the initial three (3) year term of this Agreement and \$243,000 if both subsequent extensions are exercised by the City.
2. **METHOD OF PAYMENT.** Consultant shall provide invoices to City for approval and payment. Invoices must be adequately detailed, based on accurate records, and in a form reasonably satisfactory to City. Consultant may be required to provide back-up material upon request.
3. **SCHEDULE FOR PAYMENT.** Contractor shall submit invoices by the tenth (10th) day of each month. Original invoice copies shall be submitted to the Redondo Beach Police Department 401 Diamond Street, Redondo Beach, CA 90277. The invoice submitted shall include a schedule of the work performed for the previous month, the work performed for each work order, the police report number associated with each work order, a description of the work performed, the date the work was performed, and a list of the employees performing the work, the number of hours each employee worked and the square feet of substrate cleaned of graffiti or painted over.

Consultant shall be compensated monthly in arrears within thirty (30) days of submission of City approved invoices.

4. **NOTICE.** Written notices to City and Consultant shall be given by registered or Certified mail, postage prepaid and addressed to or personally served on the following parties.

City
City of Redondo Beach
Police Department
401 Diamond Street
Redondo Beach, CA 90277
Attention: Denise Hatten

Contractor
Urban Graffiti Enterprises, Inc.
P.O. Box 2383
Covina, CA 91722
Attention: Siannah Sandoval
UGE Company Phone Number: 626-815-4900

EXHIBIT "D"

INSURANCE REQUIREMENTS FOR CONSULTANTS

Without limiting Consultant's indemnification obligations under this Agreement, Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).

Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).

Workers' Compensation insurance as required by the State of California.

Employer's Liability Insurance.

Minimum Limits of Insurance

Consultant shall maintain limits no less than:

General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. The general aggregate limit shall apply separately to this project.

Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers or (2) the Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Endorsement:

General Liability: The City, its officers, elected and appointed officials, employees, and volunteers shall be covered as insureds with respect to liability arising out of work performed by or on behalf of the Consultant. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance, or as a separate owner's policy.

Automobile Liability: The City, its officers, elected and appointed officials, employees, and volunteers shall be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Consultant.

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

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

Each insurance policy shall be endorsed to state that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverages afforded shall apply as though separate policies had been issued to each insured.

Each insurance policy shall be in effect prior to awarding the contract and each insurance policy or a successor policy shall be in effect for the duration of the project. The maintenance of proper insurance coverage is a material element of the contract and failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract on the Consultant's part.

Acceptability of Insurers

Insurance shall be placed with insurers with a current A.M. Best's rating of no less than A:VII and which are authorized to transact insurance business in the State of California by the Department of Insurance.