

Project Name: Crowd Control Security Services

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF THOUSAND OAKS
AND
ALLIED UNIVERSAL EVENT SERVICES**

THIS AGREEMENT is made and entered into this 1st day of July, 2024, by and between **CITY OF THOUSAND OAKS**, a municipal corporation ("City"), and STAFF PRO INC. d/b/a **ALLIED UNIVERSAL EVENT SERVICES** corporation ("Consultant").

City and Consultant agree as follows:

1. RETENTION OF CONSULTANT

City hereby retains Consultant, and Consultant hereby accepts such engagement, to perform the services described in Section 2. Consultant warrants it has the qualifications, experience, and facilities to properly and timely perform said services.

2. DESCRIPTION OF SERVICES

The services to be performed by Consultant are as follows:

Professional services in conjunction with providing crowd control security services at rehearsals, performances and other events taking place at the Bank of America Performing Arts Center located at the Thousand Oaks Civic Arts Plaza in Thousand Oaks, California. Services and deliverables shall generally entry screening (including hand held metal detector screening, walk through magnetometer screening, bag screening), alcohol control, access control, crowdmanagement, property patrol, backstage security, fire watch, conflict resolution, assisting in emergency situations, providing directions and answering guest's questions, preparing reports, documenting and reporting suspicious activity, and as more particularly set forth in the Scope of Work, attached as Exhibit "A," which is incorporated herein by reference.

The services shall be subject to the additional operational terms and conditions set forth in Exhibit "E". To the extent the terms set forth in Exhibit "E" conflict with any other terms herein, the Services Agreement shall control.

3. COMPENSATION AND PAYMENT

(a) **Maximum and Rate.** The total compensation payable to Consultant by City for the services under this Agreement **SHALL NOT EXCEED** the sum of \$2,500,000 (herein "not to exceed amount"), and shall be earned as the work progresses on the following basis:

In lump sum amounts per the payment schedule set out in Consultant's Schedule of Fees, attached as Exhibit "B" and incorporated herein.

(b) **Payment.** Consultant shall provide City with written verification of the actual compensation earned, in a form satisfactory to City's Project Manager. Invoices shall be made no more frequently than on a monthly basis, and describe the work performed (including, if applicable, a list of hours worked by personnel classification). All payments shall be made within 30 days after City's approval of the invoice.

(c) **Extra Services.** Additional work not reasonably encompassed by the Scope of Services described in Section 2 may be agreed upon only by execution of a written Amendment to this Agreement. No liability or right to compensation for extra services shall exist without such Amendment. Unless otherwise stated in the Amendment, applicable rates for extra services shall be at the rates set forth in Exhibit "B."

4. CITY PROJECT MANAGER

The services to be performed by Consultant shall be accomplished under the general direction of, and coordinate with, City's "Project Manager", as that staff person is designated by City from time to time, and who presently is Technical Operations Manager, Sean Jones.

5. TERM, PROGRESS AND COMPLETION

The term of this Agreement is from the date first written above to June 30, 2027, unless term of this Agreement is extended or the Agreement is terminated as provided for herein. City Manager or his or her designee shall have the authority to extend the term of this Agreement in writing no more than two (2) separate times, for a period of one (1) year each, subject to agreement with Consultant on scope and rates for the term extensions. Extensions of time shall be memorialized by execution of a written amendment.

Consultant shall not commence work on the services to be performed under the Agreement until (i) Consultant furnishes proof of insurance as required by paragraph 9 below, and (ii) City's Project Manager gives written authorization to proceed with the work. All services shall be completed within the term of this Agreement.

6. OTHER CONSIDERATIONS.

If City requests that Consultant utilize metal detection wands or pass through metal detectors, City agrees and acknowledges that the effectiveness of metal detecting procedures is that of a visual deterrent in attempting to screen out metal objects from being brought into an Event. Consultant agrees to implement the requested services so

as to maximize the effectiveness as intended. However, Consultant does not represent that the use of the metal detection equipment will be completely effective against any and all contraband, nor does it warrant the effective mechanical performance of any such deterrent devices used.

7. OWNERSHIP OF DOCUMENTS

All drawings, designs, data, photographs, reports and other documentation (other than Consultant's drafts, notes and internal memorandum), including duplication of same prepared by Consultant in the performance of these services, are the property of City. City shall be entitled to immediate possession of the same upon completion of the work under this Agreement, or at any earlier or later time when requested by City. City agrees to hold Consultant harmless from all damages, claims, expenses, and losses arising out of any reuse of the plans, specifications, graphics, brochures, reports, and other documentation for purposes other than those described in this Agreement, unless written authorization of Consultant is first obtained.

8. PERSONAL SERVICES/NO ASSIGNMENT/SUBCONTRACTS

This Agreement is for professional services, which are personal to City. Agustin Mendoza Sr., is deemed to be especially experienced and is a key member of Consultant's firm, and shall be directly involved in performing, supervising or assisting in the performance of this work. This key person shall communicate with, and periodically report to, City on the progress of the work. Should said individual be removed from assisting in this contracted work for any reason, City may terminate this Agreement.

This Agreement is not assignable by Consultant without City's prior written consent.

Consultant shall use best efforts to fill call with Consultants employees. Client understands that situations may arise which require subcontractors to be used for over hire.

9. HOLD HARMLESS AND INDEMNITY

(a) Hold Harmless for Consultant's Damages. Consultant holds City, its elected officials, officers, agents, employees and volunteers, 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 or services required under this Agreement, or performance of any activity or work required under this Agreement except to the extent caused by the active negligence or willful misconduct of the party seeking to be held harmless.

(b) Defense and Indemnity of Third Party Claims/Liability. Consultant shall indemnify, defend with legal counsel approved by City, which approval shall not be unreasonably withheld, and hold harmless City, its officers, officials, agents, employees and volunteers from and against all liability including, but not limited to, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature to the extent caused by Consultant's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in the Agreement, except to the extent such loss or damage which is caused by the negligence or willful misconduct of City. Should conflict of interest principles preclude a single legal counsel from representing both City and Consultant, or should City otherwise find Consultant's legal counsel unacceptable, then Consultant shall reimburse City its costs of defense, including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation. The Consultant shall promptly pay City any final judgment rendered against City (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of Consultant's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

Consultant's obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of City under any provision of this Agreement, Consultant shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of the Consultant will be for that entire portion or percentage of liability not attributable to the active negligence of City.

(c) Nonwaiver. 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 9.

(d) Theft. It is expressly understood and agreed that under no circumstances will Consultant be responsible or to indemnify City for theft or other loss of City's property or the property of others not attributable to theft by Consultant's personnel or agents except for situations arising from negligence or misconduct by Consultant's personnel.

(e) Premises. Consultant does not control conditions of the premises or injuries that are caused by such conditions or by persons other than its personnel or agents and, therefore, Consultant is not responsible or required to indemnify City for injuries or claims arising from conditions or persons outside of their control.

10. MINIMUM SCOPE AND LIMIT OF INSURANCE

Without limiting Consultant's indemnification of City, and prior to commencement of Work, Consultant shall obtain, provide, and maintain at its own expense during the term of this Agreement, and any extension thereof, policies of insurance of the type and amounts described below and in a form that is satisfactory to City.

Coverage shall be at least as broad as:

(a). **Commercial General Liability (CGL):** Consultant shall, at Consultant's sole cost and expense and throughout the term of this Agreement, and any extensions thereof, carry General Liability insurance coverage at least as broad as most recent Insurance Services form CG 00 01 in an amount not less than \$5,000,000 per occurrence, \$10,000,000 general aggregate for bodily injury, personal and advertising injury and property damage, including without limitation, blanket contractual liability.

(b). **Automobile Liability:** Consultant shall, at Consultant's sole cost and expense and throughout the term of this Agreement, and any extensions thereof, carry Automobile Liability insurance coverage at least as broad as most recent Insurance Services form CA 00 01 or the exact equivalent covering bodily injury and property damage for all activities of Consultant arising out of or in connection with the work to be performed under this Agreement, including coverage of any owned, hired, non-owned, or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

(c). **Worker's Compensation:** Consultant shall, at Consultant's sole cost and expense and throughout the term of this Agreement, and any extensions thereof, carry workers' compensation statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident for bodily injury or disease. Consultant shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its elected officials, officers, agents, employees and volunteers for all work performed by Consultant, its employees, agents and subcontractors.

(d). **Professional Errors and Omissions Insurance:** Consultant shall, at Consultant's sole cost and expense throughout the term of this Agreement, and any extensions thereof, carry professional errors and omissions coverage of no less than \$2,000,000 per occurrence or claim, \$4,000,000 aggregate, with tail coverage for an extended reporting period of three (3) years. Professional Liability insurance may be combined with CGL limits.

Other Insurance Provisions

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

Additional Insured Status

City, its elected officials, officers, agents, employees and volunteers are to be covered as additional insureds on the CGL policy to the extent of Consultant's contractual liability up to the contractually required limits with respect to liability arising out of work or operations performed by or on behalf of 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 Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 10 01 and CG 20 37 10 01 if a later edition is used or manuscript equivalent). The provision shall also apply to any excess liability policies. In addition, Consultant shall ensure that the automobile liability policy contains a provision covering City as an additional insured to the extent of Consultant's contractual liability up to the contractually required limits, and shall obtain an endorsement to that effect if it does not.

Excess Insurance

The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. Umbrella or excess policies shall provide coverage at least as broad as specified for underlying coverages and covering those insured in the underlying policies. Coverage shall be "pay on behalf" with defense costs payable in addition to policy limits. There shall be no cross-liability exclusion of claims or suits by one insured against the other. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and no-contributory basis for the benefit of City as required in written contract or agreement before City's own insurance or self-insurance shall be called upon to protect it as a named insured.

City's Rights of Enforcement

In the event any policy of insurance required under this Agreement does not comply with these specifications or is cancelled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant, or City will withhold amounts sufficient to pay premium from Consultant's payments. In the alternative, City may cancel this Agreement.

City's Right to Revise Specifications

City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving Consultant ninety (90) days advance written notice of such change subject to Consultant's review and approval, which approval shall not be unreasonably withheld. If such change results in substantial additional cost to Consultant, City and Consultant may renegotiate Consultant's compensation.

Primary and Non-Contributory Coverage

For any claims related to this Agreement, Consultant's insurance coverage shall be primary insurance as respects City, its elected officials, officers, agents, employees and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees or volunteers shall be excess of Consultant's insurance and shall not contribute with it and shall be at least as broad as CG 20 01 04 13.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to City.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to City. City may require Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with a current A.M. Best's rating of no less than A-:VII, (unless otherwise acceptable to City).

Waiver of Subrogation

All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against City, its elected officials, officers, agents, employees or volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications - to waive their right of recovery prior to a loss. Consultant hereby waives his own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subcontractors. Copies of these waivers shall be submitted to City prior to commencement of work.

Claims Made Policies

If any of the required policies provided coverage on a claims-made basis:

- (a). The Retroactive Date must be shown and must be before the date of the Agreement or the beginning of contract work.

(b). Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the work required under this Agreement.

(c). 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, Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of Agreement work.

Verification of Coverage

Consultant shall provide City with copies of certificates (on City certificate form or an Accord form as modified per City direction) for all policies, with the appropriate additional insured coverage and an endorsement that they are not subject to cancellation without 30 days prior written notice to City. All certificates and endorsements are to be received and approved by City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Consultant's obligation to provide them.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

11. RELATION OF THE PARTIES

a. Consultant is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner.

b. No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

12. CORRECTIONS

In addition to the above indemnification obligations, Consultant shall correct, at its expense, all errors in the work that may be disclosed during City's review of Consultant's report or plans. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be charged to Consultant or withheld from any funds due to Consultant hereunder.

13. TERMINATION BY CITY

City Manager or his or her designee may terminate without cause any or all of the services agreed to be performed under this Agreement upon 90 calendar days' written notice. If termination is for cause, no advance notice need be given. 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 30 days following submission of a final statement by Consultant unless termination is for cause. In such event, Consultant shall be compensated only to the extent required by law.

14. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

The acceptance by Consultant of the final payment made under this Agreement shall operate as and be a release of City from all claims and liabilities for compensation to 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. However, approval or payment by City shall not constitute, nor be deemed, a release of the responsibility and liability of Consultant, its employees, subcontractors, agents and consultants for the accuracy and competency of the information provided and/or work performed; 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, subcontractors, agents and consultants.

15. AUDIT OF RECORDS

Consultant shall maintain, in accordance with generally accepted accounting principles, complete and accurate records of all activities and operations relating to this Agreement. Records, including but not limited to, timecards, employment records, work progress reports, reimbursements, invoices, project records, proprietary data and information, as well as licensed software and any electronic records shall be kept for a period of four years beyond the termination of this Agreement. Consultant agrees that City, or its authorized representative, shall have the right to examine, audit, excerpt, copy or transcribe any of the records pertaining to this Agreement at any time during normal business hours. Consultant shall reimburse City for all reasonable costs of the audit, including travel time and auditor costs, should such audit reveal an overcharge of

five (5) percent or more. Any overcharge will be considered a breach of this Agreement and could be cause for termination. The obligations of this section shall be explicitly included in any subcontracts or other agreements entered into by Consultant with respect to this Agreement.

16. 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 compliance 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 of remedy.

17. CONFLICT OF INTEREST

Consultant 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, encourage or accept any financial interest in Consultant's business by any City employee or official.

18. CONSTRUCTION OF LANGUAGE OF AGREEMENT

The provisions of this Agreement shall be construed as a whole according to its common meaning of purpose of providing a public benefit and not strictly for or against any party. It shall be construed consistent with the provisions hereof, in order to achieve the objectives and purposes of the parties. Wherever required by the context, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neutral genders or vice versa.

19. MITIGATION OF DAMAGES

In all situations arising out of this Agreement, the parties shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

20. GOVERNING LAW

This Agreement, and the rights and obligations of the parties, shall be governed and interpreted in accordance with the laws of the State of California. Should litigation occur, venue shall be in Superior Court of Ventura County.

21. TAXPAYER IDENTIFICATION NUMBER

Consultant shall provide City with a complete Request for Taxpayer Identification Number and Certification, Form W-9, as most recently issued by the Internal Revenue Service.

22. NON-APPROPRIATION OF FUNDS

Payments due and payable to Consultant for current services are within the current 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's services beyond the current fiscal year, this Agreement shall cover only those costs incurred up to the conclusion of the current fiscal year.

23. MODIFICATION/AMENDMENT OF AGREEMENT

Any amendment, modification, or variation of the terms or tasks of this Agreement shall be in writing and shall be effective only upon the mutual written approval of the City and Consultant.

24. USE OF THE TERM "CITY"

Reference to "City" in this Agreement includes the City Manager or any authorized representative acting on behalf of City.

25. 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.

26. CAPTIONS

The captions or headings in this Agreement are for convenience only and in no other way define, limit or describe the scope or intent of any provision or section of the Agreement.

27. AUTHORIZATION

Each party has expressly authorized the execution of this Agreement on its behalf and binds said party and its respective administrators, officers, directors, shareholders, divisions, subsidiaries, agents, employees, successors, assigns, principals, partners, joint venturers, insurance carriers and any others who may claim through it to this Agreement.

28. ENTIRE AGREEMENT BETWEEN PARTIES

Except for Consultant's proposals and submitted representations for obtaining this Agreement, this Agreement supersedes any other agreements, either oral or in writing, between the parties hereto with respect to the rendering of services and contains all of the covenants and agreements between the parties with respect to said services.

29. PARTIAL INVALIDITY

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

30. NOTICES

Any notice required to be given hereunder, with the exception of staffing changes, shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

TO CITY: Attention: Marisa Hanke
 Cultural Affairs Department
 City of Thousand Oaks
 2100 Thousand Oaks Boulevard
 Thousand Oaks, CA 91362

TO CONSULTANT: Allied Universal Event Services
 5455 Garden Grove Blvd., Suite 600
 Westminster, CA 92683

31. SUPPORT ANTI-TERRORISM BY EFFECTIVE TECHNOLOGIES ("SAFETY") ACT OF 2002, 6 U.S.C. §§ 441-444

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

32. FORCE MAJEURE

In the event that any performance, event or production requiring the services of Consultant, shall be prevented by an act of God, fire, national or local calamity, physical disability or death of any of the personnel forming part of or used in connection with the event, acts of regulations of public authorities or labor unions, labor difficulties, strike, war, pandemic, epidemic or any related public health orders, or any other cause that renders such event impossible, CONSULTANT and CITY shall be relieved of their respective obligations hereunder. Any resultant or outstanding expenses or costs, borne by either party, will be negotiated between CONSULTANT and CITY and paid as agreed to.

33. THIRD PARTY BENEFICIARIES

This Agreement is entered into solely for the mutual benefit of the parties hereto and no benefits, rights, duties or obligations are intended or created by this Agreement as to any third parties.

31. SIGNATURES

(a) **Counterparts.** This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument.

(b) **Scanned Signatures.** In the event that any signature is delivered by facsimile transmission or submitted electronically as a scanned image (i.e. files with .pdf, .tiff or .jpeg extensions), such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or scanned signature page were an original thereof.

(c) **Digital/Electronic Signatures.** This Agreement may be executed through the use of digital or electronic signatures provided they meet the requirements of the Electronic Signatures in Global and National Commerce (ESIGN) Act and the California Uniform Electronic Transactions Act (UETA) and are produced using a City-approved method. The presence of an electronic signature on this document shall be construed as the parties' consent to do business electronically.

32. LEVINE ACT COMPLIANCE

California Government Code section 84308 (Levine Act) prohibits any Thousand Oaks City Council member from participating in any action related to a contract, agreement, or franchise agreement if the Council member receives a campaign contribution totaling more than \$250 (aggregated) from the party to the contract, agreement or franchise agreement, their agents, or any financially interested participant who actively supports or opposes the matter within the previous twelve (12) months. Council members must also disclose any eligible campaign contribution received on the record of the proceeding.

Council members are also prohibited from soliciting, accepting or directing campaign contributions totaling more than \$250 (aggregated) from the applicant or party, an agent of the applicant/party, or any financially interested participant who actively supports or opposes the matter within the previous twelve (12) months, and for twelve (12) months following the date a final decision on the contract/agreement is made.

The Levine Act also requires parties to a contract, agreement, or franchise agreement to disclose any campaign contribution over \$250 (aggregated) within the preceding twelve (12) months by the party to the agreement, contract, or franchise agreement. The Levine Act does not apply to competitively bid, labor, or personal employment contracts.

In order to assure compliance with these requirements, Consultant has provided the disclosure requirements identified in the Levine Act Disclosure Form, attached as Exhibit_F, incorporated herein by reference, and Consultant verifies by its signature that it has completed Exhibit F in compliance of these requirements.

Consultant shall also be responsible for understanding and complying with requirements of Government Code section 84308, which prohibits parties to a contract/agreement, as well as their agents and representatives, from contributing more than \$250 (aggregated) to a City Council member of the City of Thousand Oaks for the 12 months prior to award of this Agreement, and for the 12 months following award of this Agreement. Where applicable, Consultant shall disclose any post award campaign contributions prior to seeking an amendment to this Agreement.

In concurrence and witness whereof, this Agreement has been executed by the parties effective on the date and year first above written.

CONSULTANT

By: Ty Richmond, President

CITY OF THOUSAND OAKS

Al Adam, Mayor

ATTEST:

Laura B. Maguire, City Clerk

APPROVED AS TO ADMINISTRATION:

Andrew P. Powers, City Manager

APPROVED BY DEPARTMENT HEAD:

Jonathan Serret, Cultural Affairs Director

APPROVED AS TO FORM:

Office of the City Attorney

By: Tracy Friedl, Assistant City Attorney

EXHIBIT A

Security Contractor Scope of Work

As prescribed in the CAD Event Security Post Orders (Exhibit C) and the BAPAC Patron Safety Policy (Exhibit D), for the period prescribed herein, the services to be performed by Consultant are as follows:

1. Provide trained, licensed and supervised unarmed Security Personnel for events, as required, at the Bank of America Performing Arts Center under the supervision of the City of Thousand Oaks Cultural Affairs Department (CAD or City).
2. Stand post as assigned while conducting themselves in accordance with *CAD Security Post Orders* (Exhibit C) and any instruction given specific to each event.
3. Monitor and screen all persons entering either or both the Fred Kavli Theatre and the Janet and Ray Scherr Forum Theatre, as required by the *CAD Patron Safety Policies* (Exhibit D) and current health and safety guidelines.
4. Set up and secure the perimeter for entry.
5. Set up, operate and store City-owned magnetometers and wand metal detectors.
6. Interact with City staff, artist's staff and patrons in a professional manner while representing the CAD and the City in the best possible light.
7. Provide basic facility directions to patrons.
8. Use City-provided ***Emergency Pocket Guides*** to work with CAD staff to respond to all emergency or anomalous situations in accordance with CAD/City policy and procedure.
9. Operate Consultant-provided radios using radio codes and CAD radio procedure.
10. Maintain a neat, well-groomed appearance while uniformed in either a polo-shirt or shirt, tie and sweater combination with matching black pants, and black shoes.
 - i. Company insignia are to be visible, in plain sight, uniformly identifying each as a member of the security team.
 - ii. All uniforms should be clean, properly fit and wrinkle-free.
 - iii. Variations in Consultant uniforms will be consistent for all members assigned to the same shift.
11. Provide all Security Personnel with training in accordance with CAD or City policies and BAPAC standards, as well as familiarity with the Site.
12. Equip Security Personnel with radios set to the same frequencies as theatre radios. Ch.1 RX/TX 464.4450 162.2 and Ch.2 RX/TX 465.0150 162.2

13. Consultant's Site Supervisor will work with the CAD Technical Operations Manager or the Designee and/or Forum Theatre Technical Director to determine staffing calls and report times prior to each event.
14. Security Personnel may be required to attend security meetings prior to each performance.
15. If City requests any individual(s) be used for a period of time which is construed by state or other applicable regulations as subject to overtime premium pay, the rates stipulated in Exhibit B will be multiplied by such premium pay factor.
16. All pre-planning, orientation, walk-through training or other similar meetings required by City will be attended by the appropriate Consultant personnel and City will be billed for such time at the regular rates referenced in Section 3, above and identified on Exhibit B.
17. There shall be no charge to City for any adjustment, either increase or decrease, to staffing levels when proper notice is given to Consultant more than forty-eight (48) hours before the start of any scheduled shift. "Proper notice" for this provision may be written or telephonic notice to an authorized Contractor representative. Under no circumstances will the act of leaving a message on any recording device or with any third party be deemed acceptable as "proper notice". Consultant to provide accurate and up-to-date contact telephone numbers for City to use and rely upon for communication needs.
18. If any shift is cancelled by City with less than forty-eight (48) hours-notice, City shall pay Consultant for four hours at the standard rate for such shift for each Consultant employee who cannot be contacted regarding the cancellation and reaches the event ready to work, and two hours at the standard rate for each Consultant employee who is contacted. Consultant will exercise all reasonable efforts to contact its employees in a timely manner regarding any such cancellation.
19. City shall pay for additional personnel to cover breaks required under State and/or Federal Labor laws at a crew to break personnel ratio of 5:1.
20. A 10% variance (higher or lower) will be allowed between the number of Consultant employees scheduled and the number of Consultant employees actually working each Event. This variance is not suggesting that every event be staffed 10% higher than requested; it is merely stating City's understanding of stand-by employees, intermittent employees, and the difficulties involved with scheduling them.

Staffing Events:

EXHIBIT A (Continued)

Consultant requires sufficient time for its pre-event briefing and deployment of Service Personnel. For this reason, City agrees to the following reporting time requirements and accordant payment therefor:

1. Where the number of Service Personnel ordered is 10-49, the reporting time shall be thirty (30) minutes prior to the time individual Consultant personnel must be in position and performing their duties.
2. Where the number of Service Personnel ordered is 50-99, the reporting time shall be forty-five (45) minutes prior to the time individual Consultant personnel must be in position and performing their duties.
3. Where the number of Service Personnel ordered is 100-199, the reporting time shall be one (1) hour prior to the time individual Consultant personnel must be in position and performing their duties.
4. Where the number of Service Personnel ordered is 200 or more, the reporting time shall be one and a half (1-1/2) hours prior to the time individual Consultant personnel must be in position and performing their duties.

In addition, management or supervisory personnel may remain one-half (1/2) hour later for debriefing and/or the completion of required paperwork.

EXHIBIT B
SCHEDULE OF FEES

Hourly Rates 2024	2024 Hourly rates will be as follows: Manager: \$38.00, Supervisor: \$35.00, Guard (black suit included): \$32.00, upon anniversary of the effective date, the rates will be subject to a 5% annual increase or as agreed to by both parties. -Should any state, federal, local taxes, applicable mandated wage or benefit increase, or other employee or employer cost increase occur or be implemented during the term of this contract, including but not limited to wage, medical, welfare and other benefit costs under collective bargaining agreements, Consultant shall increase its rates charged to the Client with appropriate notice of at least sixty (60) days. The rate increase shall be the amount of the mandated wage increase multiplied by 1.5. This multiplier only pays the attendant burden associated with paying the increase and does not result in additional profit for Consultant
Radios	\$10.00 pass through rate (per radio, per show)
Hourly Minimums	The minimum billing time for any individual is four (4) hours per person
Cancellation Policy	There shall be no charge to Client when written notice of cancellation is given directly to Consultant authorized representative more than forty-eight (48) hours before the scheduled start of any shift scheduled under this Agreement. If any event is canceled by the Client, with less than forty-eight (48) hours' notice, Client shall pay Consultant one-half (1/2) the amount of the estimated bill.
Holiday	Client shall pay Consultant time and one-half for work performed by Consultant on the following Holidays: Presidents' Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving, Day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve and New Year's Day.

EXHIBIT C

Bank of America Performing Arts Center **Security Post Orders**

Generally:

- All security team members are to park on levels five or six of the BACAP parking structure located at the end of Dallas Drive free of charge for the duration of services.
- Members of the BACAP security team are to be dressed as professionally and as uniformly as possible with distinguishing pins, badges, patches or other markers clearly identifying each as a member of the BACAP security team.
 - All clothing should be clean and fit properly.
 - Grooming should be neat and professional.
- Radios supplied by the Security Company will be worn by all and tuned to the frequency shared by venue staff. Each member will also possess the required equipment.
 - Lucite wands and flashlights for those participating in bag searches.
 - Each radio is to be fitted with an ear-piece. Patrons and other visitors are not to hear radio transmissions from a radio without an ear-piece.
- While on duty, each member of the security team is to stand their post as instructed until spelled by another team member or reassigned by the head of security or by a supervisor or dismissed for the day.
 - Regular breaks will be arranged by the security company supervisor. While the building is open and functioning, no post will go unattended.
 - Breaks will be taken in designated break areas only, out of sight of patrons, artists and artist's staff.
 - Smoking will be in designated smoking areas only.
- Unless other arrangements have been made, sitting on-post is not appropriate and may result in the member's dismissal from the event.
- When standing a post in inclement weather, security team members may use an umbrella or discuss with a supervisor the possibility of standing in covered areas where appropriate lines of sight will still allow for proper coverage.
- Security team members are our first line of contact for each of our patrons and all visitors to BAPAC venues. Each team member will greet each visitor as a welcomed guest. Initial greetings are an opportunity to make eye contact and

evaluate those attending as a possible threat. However, all patrons will be treated with the utmost respect, care and kindness.

- “Please”, “Thank you”, “You are welcome...”, “Yes, sir/ma’am”, “No, sir/ma’am” and “My pleasure” will be those phrases that members will use to address those that they contact while working.
 - Each team member is to familiarize themselves with the venues well enough to competently give simple direction to patrons when asked. All should be able to point out the nearest restroom and know how best to get to a specific seating area, the other venue or to the parking garage.
- Supervisors or members of the security team may be required to attend a security briefing, held at a designated time, on any given day.
- Unless otherwise instructed, members are not to enter or pass through restricted areas such as dressing rooms, corridors outside dressing rooms, green rooms, catering areas.
- Members of the security team are not to assume that they are welcome to consume food or drink provided for a visiting production.
 - Members are welcome to use the backstage crew area refrigerator, microwave oven and coffee maker during approved breaks only.

Screening of Visitors:

- All visitors attending, working at or performing in venue events shall be screened as they arrive, as prescribed for the day and event.
 - All entering will have credentials valid for that day and event.
 - All visitors will be magnetically wanded, walked through a magnetometer and/or bag searched as directed for each event.
 - Members taking part in screening will be expected to maintain a reasonable but productive pace. Each magnetometer team should be able to screen at least 500 patrons per hour.
- Members conducting searches **MUST NOT REACH INSIDE ANY BAG OR HANDLE PERSONAL ITEMS.**
 - Lucite wands and flashlights are to be used to move items that may obstruct the view to the bottom of the bag.
 - Bags may be felt from the outside for weight, density and the shape of objects inside the bag.
 - If necessary, members may ask the owner of the bag to remove larger items such as hats or sweaters.
 - Cell phones, car keys, money and all other personal items are to be placed in and removed from a bowl by the patron/owner of those items, only.

- Items not to be allowed entry include:
 - Weapons, pepper spray/mace, flares, fireworks
 - Outside food, beverage, alcohol, cans, bottles, flasks, coolers
 - Marijuana and illegal substances
 - Pamphlets, product samples
 - Skateboards, rollerblades, bicycles, helmets, chairs, beach balls
 - Laptop/tablet computers, 2-way radios, laser pointers
 - Balloons, permanent markers, spray paint
 - Noise making devices: air horns, drums, whistles
 - Professional recording devices: audio or video
 - Professional cameras with removable lenses
 - Bags (backpacks, large bags, suitcases, luggage)
 - Signs/flags/banners/posters
 - Selfie sticks
 - Confetti, glitter and other items that can be thrown
 - Remote control flying devices or UAVs (unmanned aerial vehicles)
 - Animals (with the exception of trained service animals and service animals in training for Patrons with disabilities)

This list is subject to change. Please contact the BAPAC Box Office for event specific policies and information.

- When unauthorized items are found during screening, the guest will be referred to a supervisor who will ask the patron to take the item back to their car. The patron will then be re-screened upon their return.
- Visitors who may be acting suspiciously are to be discreetly referred to a supervisor or venue staff supervisor for further investigation.

EXHIBIT D

BANK OF AMERICA PERFORMING ARTS CENTER **THOUSAND OAKS** **PATRON SAFETY POLICY**

The Bank of America Performing Arts Center (BAPAC) is committed to ensuring the safety and comfort of all patrons and has established the following protocols for those entering the theatre venues.

Patron Screenings

All patrons are subject to screening by BAPAC's trained security personnel. This may include, but is not limited to, a visual inspection, a bag inspection, a metal detection inspection, and an interview.

Patrons should plan on arriving at least 30 minutes prior to an event and are encouraged to leave non-essential items and large purses and bags at home or safely secured in a vehicle. Any item larger than a small clutch purse or wallet may be subject to a security inspection and patrons may be prevented from bringing packages, bags, backpacks or luggage larger than 14" x 6" x 14" in size into the theatre venues. BAPAC reserves the right to confiscate items which may cause danger or disruption to an event or other patrons, or which are in violation of venue policies. Any patron who declines to be searched may be denied entry.

The following is a partial list of items that are prohibited at BAPAC events:

- Weapons: including but not limited to, guns, knives, pepper spray/mace, flares, fireworks
- Food, beverage, alcohol, cans, bottles, flasks, coolers
- Illegal substances
- Pamphlets, product samples
- Skateboards, rollerblades, bicycles, helmets, chairs, beach balls
- Laptop/tablet computers, 2-way radios, laser pointers
- Balloons, permanent markers, spray paint or other aerosol cans
- Noise making devices: air horns, drums, whistles
- Professional recording devices: audio or video
- Professional cameras with removable lenses
- Bags (backpacks, large bags, suitcases, luggage)
- Signs/flags/banners/posters
- Selfie sticks
- Confetti, glitter and other items that can be thrown
- Remote control flying devices or UAVs (unmanned aerial vehicles)
- Animals (with the exception of trained service animals and service animals in training for Patrons with disabilities)

This list is subject to change. Please contact the BAPAC Box Office for event specific policies and information.

Weapons

Patrons, including law enforcement personnel not present in an official capacity, are prohibited from bringing weapons into the theatre venues. BAPAC does not provide weapon lockers and will not check in/out weapons at Guest Services. Weapons include, but are not limited to, firearms, explosives, stun guns, handcuffs, brass knuckles, sticks, clubs, batons, martial arts instruments, pepper spray, tear gas, knives, and glass items. Patrons found in possession of the above-mentioned items will be asked to remove the item from the venue or dispose of it. Patrons who refuse to comply will be ejected without a ticket refund.

Code of Conduct

BAPAC is committed to creating a safe, comfortable, and enjoyable experience and believes that patrons have a right to expect an environment where:

- Patrons shall be respectful of all other guests, artists, staff and the venue property.
- Patrons shall not act in an unruly or disruptive manner and shall avoid blocking the view of other guests.
- Patrons shall turn cell phones off or set them to silent mode and refrain from text messaging and using cell phones as a light source during an event.
- Patrons must adhere to pre-performance announcements regarding the use of recording devices and taking photographs during an event.
- During some performances, artists may request that patrons be permitted to stand immediately in front of their seats during the entirety of an event. On those occasions, standing patrons shall continue to be respectful of others around them and avoid blocking the view of other patrons.
- Patrons shall not occupy a seat or remain in an area for which they do not possess a valid ticket and shall provide their ticket upon request.
- Patrons shall not block the aisles anywhere in the theater.
- Patrons shall not stand on seats.
- Patrons shall refrain from using foul/offensive language, fighting, obscene gestures, throwing objects and engaging in other behavior detrimental to the experience of other patrons.
- Patrons who consume alcoholic beverages shall do so in a responsible manner.
- Patrons may smoke, including the use of e-cigarettes and vaping, in designated external smoking areas only.
- Patrons shall not interfere with the event, the artists or the staff in any way.
- Patrons are encouraged to report inappropriate or offensive behavior to an usher, security officer or BAPAC management.

BAPAC security personnel have been trained to intervene when deemed necessary and to use their best discretion to help ensure that patrons who ignore the Code of Conduct do not interfere with another patron's ability to enjoy an event. Patrons who violate the Code of Conduct may be subject to ejection without a ticket refund and, to the extent their conduct constitutes a violation of law, may be subject to arrest.

BAPAC management reserves the right to deny entry to patrons wearing clothing items displaying offensive text and/or images.

Access

Patrons may only access BAPAC venues with a valid ticket to the event or a credential authorized by BAPAC. Backstage and performance areas may only be accessed with a proper credential. Patrons who are found to be in these locations without tickets or proper credentials will be subject to ejection and/or arrest.

Food and Beverage

Patrons are expected to obey all state and local laws governing the purchase, possession, and consumption of alcohol. It is illegal for anyone under the age of 21 to consume alcoholic beverages. In addition, the following items are to be noted:

- BAPAC reserves the right to deny entry or alcoholic beverage service to anyone who appears to be impaired.
- There shall be a maximum limit of two alcoholic beverages sold to each patron, per purchase, per valid ID.
- Any patron who appears to be younger than 35 years old may be asked to show positive identification prior to being served alcoholic beverages. Acceptable forms of valid United States identification are: Driver's License, Passport, United States Passport Card, State Issued I.D. Card w/ Photo, Military I.D. w/ Photo and Mexican Consular Card.
- BAPAC reserves the right to eject anyone under the age of 21 years old who is observed to be in possession of, or consuming alcohol on the premises without a ticket refund.
- Service of alcohol will stop at least thirty (30) minutes prior to the end of the event.
- Patrons must discard alcoholic beverages prior to exiting the venues, or designated consumption areas.

EXHIBIT E

EVENT SERVICES OPERATIONAL TERMS & CONDITIONS

The following terms and conditions shall apply:

- **TRAINING:** Allied Universal will provide up to 10 (ten) hours of training per employee to cover new Employee Orientation, Venue training which represents Training Sessions One and Two. Any additional client/venue specific training or other similar trainings exceeding the provided training of up to ten (10) hours per employee, or other meetings required by Client will be attended by the appropriate Allied Universal personnel and Client shall be billed for such time at the standard rates identified by position. Minimum call for trainings/meetings shall be two (2) hours.
- **SHIFTS ADDED WITH LESS THAN 48 HOURS NOTICE:** If any shift is added by Client with less than forty-eight (48) hours' prior written notice, Client shall incur an additional charge of 10% of the gross standard hourly charges for the additional shift(s).
- **SHORT NOTICE OF ADJUSTMENT OF STAFF NUMBERS:** From time to time, Client may request a change in the number of staff requested. Such requested changes must be communicated in writing and will be effective only upon Allied Universal's written approval thereof, which Allied Universal will not unreasonably decline. In no event will a refusal by Allied Universal to approve requested changes constitute a breach of this Agreement or otherwise constitute cause for Client's termination of this Agreement or trigger any penalty.
- **USE OF SUBCONTRACTORS/AFFILIATES PERMITTED:** Certain of the services may be provided by subsidiaries, affiliates or subcontractors of Allied Universal, and Allied Universal shall be responsible for the performance of those subsidiaries, affiliates or subcontractors. Client consents to the use by Allied Universal of subcontractors selected by Allied Universal in connection with providing the services.
- **NON-SOLICIT:** Client agrees that it will not, directly or indirectly, hire or employ any Allied Universal personnel assigned to the site, place or location of Client while such personnel is retained by Allied Universal or for one (1) year thereafter for the same or similar set of job duties. Client acknowledges that Allied Universal has incurred considerable expense in identifying and training its personnel in Event operations, and if Client or its agents breach this provision, Client will pay Allied Universal, as liquidated damages, \$2,500 per individual so hired.
- **"USE OF CLIENT NAME AND LOGOS:** Client hereby grants Provider authorization to use Client name(s), venue/event name(s), images, logo(s), or other Client materials, which are provided by Client to Provider ("Client Materials"), solely for the purpose of recruiting Service Personnel for the Event Services, in all Provider recruiting materials, which may include, without limitation, web pages, video, social media, job postings, print promotion and advertising. Client warrants that (i) it is the owner, licensor, or authorized user of the Client Materials with full power and authority to grant this authorization; (ii) neither this authorization nor the contemplated use by Provider of the Client Materials will infringe or violate any intellectual property rights of any third party, and (iii) Client agrees to fully indemnify, defend, and hold harmless Provider from and against any claims arising from Provider's use of the Client Materials in accordance with this authorization."
- **UNIFORMS:** Allied Universal Event Services will provide uniforms based on a standard color palette that clearly identifies them as event staff or security which adheres to state guidelines. If Client wishes to require an approval of uniforms that are co-branded or mandated to show a specific emblem, or based a non-standard color scheme, then Allied Universal reserves the right to require a contribution of up to one hundred (100) percent of the uniform costs.
- **BILLABLE RATIO FOR SUPERVISORS/EVENT STAFF:** The Supervisor to event staff (personnel) ratio 1:10 with a minimum of one (1) Supervisor for any staffing of less than ten (10) personnel. Managers will be required for every staffing of twenty-five (25) personnel or more and/or for high profile events, as requested by Client.



EXHIBIT F

LEVINE ACT DISCLOSURE FORM

California Government Code section 84308 (Levine Act) prohibits any Thousand Oaks City Council member from participating in any action related to a contract, agreement, or franchise agreement (excluding labor or competitively bid contracts) if the Council member receives a campaign contribution totaling more than \$250 (aggregated) from the party to the contract, agreement or franchise agreement, their agents, or any financially interested participant who actively supports or opposes the matter within the previous twelve (12) months. Council members must also disclose any eligible campaign contribution received on the record of the proceeding.

Council members are prohibited from accepting, soliciting, or directing a campaign contribution of more than \$250 (aggregated) from a party, their agent/representative, or a financially interested participant during a proceeding and for 12 months following the date a final decision is made. In addition, a party, their agent/representative, or a financially interested participant is prohibited from contributing more than \$250 (aggregated) to a Council member during a proceeding and for 12 months following the date a final decision is made.

The Levine Act also requires parties to certain contracts, agreements, or franchise agreements to disclose any campaign contribution over \$250 (aggregated) within the preceding twelve (12) months by the party to the agreement, contract, or franchise agreement and their agents. The Levine Act does not apply to competitively bid, labor, or personal employment contracts.

☒ The Levine Act (Gov Code § 84308) DOES NOT apply to this Agreement/Contract

☐ The Levine Act (Gov Code § 84308) DOES apply to this Agreement/Contract and the required disclosure is set forth below:

1. Have you or your company, or any agent on behalf of you or your company, made campaign contributions totaling more than \$250 (aggregated) to any council member in the 12 months preceding the date you submitted your proposal, the date you completed this form, or the anticipated date of any Council action related to this Agreement/Contract?

☐ YES

☐ NO

Council Member Name	Payee Name	Payment Date	Payment Amount

2. Do you or your organization, or any agency or representative on behalf of you or your organization, anticipate or plan to make any campaign contributions of more than \$250 (aggregated) to any City Council member in the 12 months following any City Council action related to this Agreement/Contract? **** There may be legal restrictions on making contributions during the 12 months following City Council Action. It is recommended that you consult with your own legal counsel regarding the requirements of law.**

☐ YES

☐ NO

Council Member Name	Payee Name	Payment Date	Payment Amount

Answering "YES" to either question above does not preclude the City of Thousand Oaks from entering into or taking any subsequent action related to this Agreement/Contract. However, it may preclude the identified Council member(s) from participating in any actions/decisions related to this Agreement/Contract.

5/7/24

Date

Jennifer Pacheco, Client Relations Manager

Printed Name/Title of Authorized
Representative

Allied Universal Event Services

Name of Business/Legal
Entity

Jennifer Pacheco

Signature

***** You must submit a supplemental form if you make any new reportable contribution(s) while the Agreement/Contract is being considered *****

**** "Aggregated" contributions, as described in FPPC Regulation §18438.5, include the following types of contributions made during a 12-month period: (1) all contributions made by the party or participant; (2) all contributions made by an agent of the party or participant; and (3) all contributions made by an individual or entity required to be aggregated with the party or participant, and any agent of the party or participant.**