

Precision Protection Security Services, LLC

Business Contract | City of San Luis

City of San Luis, Yuma AZ

Agreement made this 8 day of October, 2023 between Precision Protective Security Services, LLC. ("PPSS") and the City of San Luis, Arizona ("City") on the terms and for the consideration as set forth below.

I. Length of Contract

This contract is for the length of eight months beginning on the date of October 1st, 2023, through the period of June 30th, 2024. This agreement can be cancelled on thirty day written notice, without penalty.

II. Services Contracted

- a) PPSS shall supply unarmed guards properly licensed by the State of Arizona performing the duties of traffic control for City.
- b) City shall determine on a weekly basis the total number of guards needed for that week and PPSS agrees to supply said guards up to a maximum of five (5).
- c) The hours of the traffic control (eight hours per day per guard) is to be determined by City.

III. Terms

- (a) The hourly rate for a guard is \$22.00 (twenty-two dollars and zero cents).
- (b) No guard shall be required to work more than 40 (forty) hours per week for five, eight hour days per week, excluding break periods.
- (c) Any additional hours requested will be charged at \$22.00/hr.
 - i. PPSS will not charge additional hourly fees for holiday pay
 - ii. PPSS will bill monthly based on the hours worked the previous month.
 - iii. The City maintains the right to reduce hours worked. No penalty for hour reduction
 - iv. PPSS will provide \$5 million (five-million) dollar liability insurance included

IV. Contingencies & Equipment

- a) The City shall provide to Precision Security equipment including the following for performing daily duties (as loaned equipment)
 - a) Vehicle
 - b) Radio for Communication with Police Department in case of emergency
 - c) Cones
 - d) Any necessary barricades/signage for traffic control and route

- guidance
- e) Safety helmet
- b) Precision shall provide the following equipment for duty:
 - a Traffic Wands
 - b Vests

V. Insurance

PPSS shall at its expense, for the performance contracted hereunder: (1) insure the instruments and equipment belonging to PPSS against loss or damage; (2) carry public liability insurance providing for a minimum of \$2,000,000.00 per person, \$3,000,000.00 per occurrence and/or accident, \$5,000,000.00 aggregate, and \$1,000,000.00 for property damage; and (3) procure a policy for accident or damages on or to the premises, or as a result of services provided under the control or use of PPSS, in the amounts set forth in item (2) above.

PPSS shall, at the expense of PPSS, carry the types and amounts of insurance that City may request to insure City against loss or damage by reason of accident, fire, damage, or other casualty during any performance.

PPSS shall procure, pay for, and deliver to City the policies of insurance covering the risks described in the preceding paragraphs. All insurance companies issuing such policies shall have what is commonly known as an "A" rating with A.M. Best Company and shall insure City. Certificates of insurance shall be delivered to City before the effective date of this agreement, and new policies shall be delivered fourteen (14) days before the old policies expire. If PPSS fails to deliver the policies in the manner stated to City, City may obtain the required policies and charge their costs to PPSS, and the city may deduct these costs from any sums due and owing PPSS. If the policy or policies of insurance is/are a "claims made" policy, it/they shall be maintained for two (2) years following termination of this agreement.

All such insurance policies shall be first payable in case of loss by means of a standard noncontributory clause, shall be written by such companies, on such terms, in such form and for such periods and amounts as the City shall from time to time designate or approve, shall be primary and without right of contribution from other insurance which may be available, shall waive any right of setoff, counterclaim, subrogation, or any deduction in respect of any liability of PPSS or City, shall provide that with respect to the City, the insurance shall not be invalidated by any action or inaction by PPSS, including but not limited to any representations made by PPSS in the procurement of such insurance, and shall provide that they shall not be cancelled or amended without at least [30] days' prior written notice to the City. PPSS grants the City full power and authority as attorney irrevocable of PPSS to cancel or transfer such insurance, to collect and endorse any checks issued in the name of PPSS and to retain any premium and to apply the same to the obligations promised by this agreement.

VI. Guard Duty for Traffic Control

Under the direct supervision of the Police Department, guide or control pedestrian traffic at such places as may be directed by City including streets, schools, and special events sites. PPSS shall monitor traffic flow, direct or stop traffic so as to allow pedestrians to cross streets, and do such other tasks as may be needed to maintain a safe flow of traffic.

I. ESSENTIAL DUTIES AND RESPONSIBILITIES

- a. Observe vehicle and pedestrian traffic and ensure proper safety measures are taken to mitigate incidents.
- b. Recognize motor vehicle traffic patterns and safely enlarge traffic gaps and maintain safe vehicular traffic flows.
- c. Recognize and mitigate against potentially dangerous traffic situations and hazards.
- d. Work independently and with minimum supervision.
- e. Choose appropriate times to direct traffic flow, stop traffic flow, and redirect traffic flow.
- f. Stand in Roadway with proper PPE to navigate traffic using clearly understood hand signals.
- g. Help verbally direct pedestrians across walking lanes by stopping traffic flow.
- h. Monitor and report traffic infractions to the police department.

VII. General Provisions.

A. Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by PPSS or City of the breach of any covenant of this agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this contract.

B. Attorneys' Fees. In the event any party finds it necessary to bring any action at law or other proceeding, including arbitration, against the another party to enforce any of the terms, covenants or conditions hereof, or by reason of any breach or default hereunder, the party prevailing in any such action or other proceeding shall be paid all reasonable costs and reasonable attorneys' fees by the other party, and in the event any judgment is secured by said prevailing party, all such costs and attorneys' fees shall be included therein, such fees to be set by the court and not by jury.

C. Counterparts. This agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signature of all parties may be physically attached to a single document.

D. Headings. The descriptive headings of the paragraphs of this agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

E. Further Acts. Each of the parties hereto shall execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this contract.

F. Time of the Essence. Time is of the essence of this contract. _

G. No Partnership and Third Parties. It is not intended by this agreement to, and nothing contained in this agreement shall create any partnership, joint venture or other similar arrangement between PPSS or City. No term or provision of this agreement is intended to, or shall, be for the benefit of any person, firm, organization, or corporation not a party hereto, and no such other person, firm, organization, or corporation shall have any right or cause of action hereunder.

H. Entire Agreement. This agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof. All prior and contemporaneous agreements, representations, and understandings of the parties, oral or written, are hereby superseded and merged herein.

I. Amendment. No change or additions are to be made to this agreement except by a written amendment executed by the parties hereto.

J. Governing Law. This agreement is entered into in Arizona and shall be construed and interpreted under the laws of the State of Arizona. In particular, this agreement is subject to the provisions of A.R.S. § 38-511.

K. Reformation. Should any term, provision, covenant or condition of this agreement be held to be void or invalid, the parties shall reform this agreement to conform as closely as possible to the original intent thereof.

L. Venue. Any legal action relating to this agreement shall be brought in either the Yuma County Superior Court or in the United States District Court for the District of Arizona at the election of the plaintiff in such legal action, provided, however, that nothing in this paragraph will be deemed to have authorized the bringing of any legal action in a court which does not otherwise have jurisdiction to adjudicate the legal action.

M. Severability. Every provision of this agreement is, and will be construed to be, a separate and independent covenant. If any provision of this agreement or the application of the same is, to any extent, found to be invalid or unenforceable, then the remainder of this agreement or the application of that provision to circumstances other than those to which it is invalid or unenforceable, will not be affected by that invalidity or unenforceability, and each provision of this agreement will be valid and will be enforced to the extent permitted by the law, and the parties will negotiate in good faith for such amendments of this agreement which may be necessary to achieve its intent, notwithstanding such invalidity or unenforceability.

N. No Personal Liability. No member, official or employee of the City shall be personally liable to PPSS, or any successor or assignee, (a) in the event of any default or breach by the City, (b) for any amount which may become due to PPSS or its successor or assign, or (c) pursuant to any obligation of the City under the terms of this contract.

O. Employment Eligibility. PPSS hereby warrants, and shall require its subcontractors to warrant, that it is in compliance with all federal immigration laws and regulations that relate to its employees and with A.R.S. §23-214 relating to verification of employment eligibility. A breach of this warranty shall be deemed a material breach of the agreement and is subject to penalties up to and including termination of this agreement. City retains the legal right to inspect the papers of FPA and any contractor or subcontractor employee of FPA to ensure that FPA and any of its contractors or subcontractors are compliant with this warranty.

P. Compliance with Law. PPSS agrees that it will comply with all federal, state, and local statutes, laws, ordinances, rules and regulations. .

Q. Assignment. The rights of each party under this agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.

In witness whereof, the City of San Luis, Arizona and Precision Protection Security Services, L.L.C., an Arizona limited liability company, have caused this agreement to be signed and executed on the ____ day of _____ 2023.

Precision Protection Security Services L.L.C.

By: 

Manager

City of San Luis, Arizona

Nieves Riedel, Mayor

Attest:

Sonia Cornelio, Clerk

Approved as to form:

Kay Macuil, City Attorney