

**FIRST AMENDMENT TO AGREEMENT FOR EVENT SECURITY AND LOGISTICS
CONTEMPORARY SERVICES CORPORATION**

2024 Festival of Lights Events

THIS FIRST AMENDMENT TO AGREEMENT FOR EVENT SECURITY AND LOGISTICS (“First Amendment”) is made and entered into this ____ day of _____, 2024, by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation (“City”), and CONTEMPORARY SERVICES CORPORATION, a California corporation (“Contractor”).

RECITALS

WHEREAS, on November 8, 2023, City and Contractor entered into an Agreement for Event Security and Logistics (2023 Festival of Lights) (“Agreement”); and

WHEREAS, the Agreement expired on January 31, 2024; and

WHEREAS, Section 2 of the Agreement provides that the Term may be extended for an additional one (1) year term; and

WHEREAS, City and Contractor desire to extend the Agreement through January 31, 2025; and

WHEREAS, City and Contractor desire to amend the Scope of Services by replacing Exhibit “A” with Exhibit “A-1”; and

WHEREAS, City and Contractor desire to increase Compensation in the amount of not to exceed Two Hundred Seventy-Eight Thousand Seven Hundred Nineteen Dollars and Ninety-Eight Cents (\$278,719.98) for the extended term of the Agreement, by replacing Exhibit “B” with Exhibit “B-1.”

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated herein by this reference, City and Contractor agree as follows:

1. Section 2 of the Agreement is hereby amended to extend the Term through January 31, 2025.
2. Exhibit “A” of the Agreement is hereby amended and replaced in its entirety with Exhibit “A-1,” attached hereto and incorporated herein by this reference.
3. Exhibit “B” of the Agreement is hereby amended and replaced in its entirety with Exhibit “B-1,” attached hereto and incorporated herein by this reference.

4. All terms and conditions of the original Agreement not inconsistent with this First Amendment shall remain in full force and effect and are incorporated herein by this reference as though set forth in full.

IN WITNESS WHEREOF, City and Contractor have caused this First Amendment to Agreement for Event Security and Logistics to be duly executed on the day and year first above written.

CITY OF RIVERSIDE,
a California charter city and municipal
corporation

CONTEMPORARY SERVICES
CORPORATION, a California corporation

By: _____
City Manager

By: James Granger
Print Name: James Granger
Title: President
(Signature of Board Chair, President, or
Vice President)

ATTESTED TO:

and

By: _____
City Clerk

By: Sachin Patel
Print Name: Sachin Patel
Title: Treasurer
(Signature of Secretary, Assistant
Secretary, CFO, Treasurer, or Assistant
Treasurer)

CERTIFIED AS TO AVAILABILITY OF FUNDS:

By: [Signature]
Chief Financial Officer

APPROVED AS TO FORM:

By: Tan A. Tran
Deputy City Attorney

EXHIBIT “A-1”

SCOPE OF SERVICES

EVENT SECURITY AND LOGISTICS:

1. Contractor must provide a plan for event security and logistics for Switch-On Ceremony. The plan must include pedestrian safe walkways, security at street closures including security checkpoints, and security services at minimum. The City welcomes all recommendations to enhance the security of the event.
2. Security Guard services for the duration of the event is required as well as after hour pre-event security guards during installation of all attractions. Security Guard services are required from November 11, 2024 through January 30, 2025.

DESCRIPTION OF SECURITY GUARD SERVICES:

1. Contractor is required to have all required licenses and permits to perform services. Contractor and assigned personnel shall possess all licenses and permits required by the California Department of Consumer Affairs, Bureau of Security, and Investigative Services.
2. Contractor must maintain 24-hour communications accessible to City Staff.
3. Contractor must agree to assign an experienced account manager who will be responsible for assuring that all requirements described herein are fulfilled. This person must be a proven manager, who will be able to interact effectively with City Staff. The account manager must have access to company resources, such as electronic databases and other automated systems necessary to uphold the contract.
4. Supervision of assigned personnel must be provided on a daily basis. Supervisors must be available to City Staff. Supervisors must conduct on-site inspections of assigned personnel by at least twice per week or as requested by City Staff. Supervisors must have prior security experience.
5. Assigned personnel must arrive at work well groomed, in a professional manner, and in the appropriate uniform of the company - complete with badge, company designation patch, nametag, and required communications equipment. Uniforms must be in respectable condition, fitted properly, cleaned, pressed, and present a professional appearance. Assigned personnel must not lean against walls, stand with their hands in their pockets, sleep on premises or adopt an unprofessional conduct or posture.
6. Assigned personnel must respond to emergencies of every variety requiring immediate action or assistance. Assigned personnel shall call for assistance (911) when necessary. Assigned personnel shall report all emergencies to the designated emergency responder(s) as instructed by City Staff.

7. Contractor must furnish a written report for each incident of injury, security, or law violation. Contractor must furnish a written report within one day of the incident to the City Staff.

8. Typical duties of the security guards at the Festival of Lights include, but are not limited to, the following:

- Monitoring admittance of personnel and authorized visitors to secured attractions and vendor booths
- Making rounds of inspection to determine that fences and gates are properly closed and/or locked or otherwise properly secured
- Preventing trespass on, damage to, or theft of Festival of Lights property. Including all attractions, decorations, restrooms, and booths and notifying staff.
- Enforcing security regulations
- Interacting in a professional manner with the public
- Act as customer service point of contact for attendees
- Be a visible presence in the along the entire footprint of the event
- Traffic-control duties may be included at some assignments
- Respond to requests by City Staff
- Report any unsafe or dangerous conditions or circumstance to the City Staff.
- Placement of barricades and/or other equipment
- Open restroom fence locations at 4:00 pm and close at 10:30 pm daily
- 9th Street near City Hall
- Cal-Tower alleyway
- Ice Rink location at The Cheech
- Verify all décor lighting is lit and functioning. If not, alert City Staff

9. Contractor must always provide one (1) guard per block as indicated below from 10th Street to 5th Street along the Main Street Pedestrian Mall and two (2) guards at The Cheech. Guards should not work in pairs and should “roam” their block/post at all times. Additional guards will be required for street closures to be determined prior to event by request of City Staff.

*These services must begin November 11, 2024, and end January 5, 2025.

Block Assignment	Number of Security
Main Street from 10 th Street to University including restroom areas	1
Main Street from University to Mission Inn including restroom areas	1
Main Street from Mission Inn to 5 th Street	1
The Cheech -Ice Rink Location including restrooms. Must have one guard at each end.	2

10. Contractor and assigned personnel shall cooperate with law enforcement officers from the City of Riverside.

11. One security guard on each shift should maintain a daily field activity report, summarizing the significant events that occurred during the shift.

12. One shift Supervisor will be the contact for the event and must respond to all Festival of Lights designated phone calls or messages, turn on and turn off all lighted features, responsible for the collection of daily vendor receipts, enforcement of “No Parking” areas as needed, and provide and ensure all staff is providing excellent customer service.

13. Cross guard services for the Festival are required at two locations and times:
- a. Mission Inn Avenue at Main Street: Thursday-Sunday from 5:00 pm to 10:00 pm
 - b. University Avenue at Main Street: Thursday-Sunday from 5:00 pm to 10:00 pm

*These services must begin on November 23, 2024, and end on December 31, 2024.

STAFF LEVELS AND EXPECTATIONS:

At least three (3) weeks prior to the first day of the event the assigned Manager must provide to City Staff confirmation of personnel assigned for the event and the times for which they are assigned. Staffing levels and specific posts will be determined by City Staff following consultation with Contractor and may require adjustments up to the Event as required by City of Riverside Police and Fire.

Contractor must be accountable for the direct supervision of its employees. City Staff will make all requests regarding deployment, positioning, post assignments and conduct through Contractor’s assigned Manager/Event Coordinator. The Event Coordinator will be accountable for the satisfaction of such requests. Any issue with personnel by the City will be directed to the Manager/Event Coordinator and is expected to be addressed within 24 hours or sooner in the event of emergency or if response is needed to ensure public health and safety.

Uniforms and Equipment:

Contractor’s normal uniform and company identification for personnel must be clearly marked at all times including on any jackets or weather restrictive clothing and the Contractor’s logo should be identifying on the front.

Contractor must provide all necessary equipment and storage for equipment.

Parking and Restrooms:

Contractor is responsible for parking of personnel. The City does not provide parking. Parking is available at several garages and surface lots. Parking fees apply. The City does not reimburse for parking.

Contractor’s personnel will use event restrooms available to the public attending the event. The event restrooms are portable restrooms.

Safety Act Provisions:

A. Contractor and City agree and acknowledge that if Contractor will not be the sole provider of crowd management services at facilities for this Agreement, Contractor and City agree and

acknowledge that Contractor is not responsible for any claims, losses, damages or liability as a result of the acts or omissions of other third party providers, not affiliated with Contractor.

B. Contractor and City agree and acknowledge that any protections afforded under the Homeland Security Act of 2002, pertaining to any approvals granted to any Contractor Qualified Anti-Terrorism Technologies (QATT) under the “Support Anti-Terrorism by Fostering Effective Technologies Act”, shall only apply when Contractor’s methods and practices as evaluated by the Department of Homeland Security for the applicable Contractor QATT are fully implemented. Any deviation from Contractor’s method and practices for its QATT may nullify and erase the protections afforded under any Contractor Safety Act approvals.

Reciprocal Waiver of Claims – Qualified Anti-Terrorism Technology:

(This clause applies only if this Agreement involves the manufacture, sale, use or operation of a Contractor Qualified Anti-Terrorism Technology(ies), as defined in accordance with this article.)

(a) This Agreement involves the manufacture, sale, use, or operation of a Qualified Anti-Terrorism Technology(ies), and Contractor is either City’s: (i) contractor, (ii) subcontractor, (iii) supplier, or (iv) vendor, of or for such technologies.

(b) Pursuant to 6 U.S.C. §443(b) of the Safety Act and 6 C.F.R. §25.5(e), under this Reciprocal Waiver of Claims, each Party shall be responsible for Losses, including business interruption losses, that such Party sustains (and for Losses that its employees sustain) resulting from an activity resulting from an Act of Terrorism when the Qualified Anti-Terrorism Technology(ies) has been deployed in defense against or response to or recovery from such Act of Terrorism.

(c) “Act of Terrorism,” “Loss,” “Qualified Anti-Terrorism Technology,” and “Reciprocal Waiver of Claims,” are defined in 6 U.S.C. §§443-444.

EXHIBIT “B-1”

COMPENSATION

The amount to be paid for the term of the agreement shall not exceed \$278,719.88. Contractor to invoice for payments at the end of each service week as listed below. Invoices will be processed and paid within three (3) weeks of receipt.

City shall pay at the following rates, plus any applicable sales taxes on such services, per employee-hour, with a minimum of four (4) hours per employee (if an employee works in excess of four (4) hours, City shall pay in fifteen (15) minute increments)

CONTEMPORARY SERVICES CORPORATION
City of Riverside - 2024 Festival of Lights V2
11/11/2024 to 01/30/2025

Estimate Prepared For:	Gema Ramirez, City of Riverside	Estimate Revision:	V2
Estimate Prepared By:	Robert Young, Contemporary Services Corporation		
Estimate Date:	9/5/2024	SUMMARY	
COVERAGE DETAIL	TOTAL COST	TOTAL HOURS	
Week 1 (11/11 to 11/15)	\$ 19,285.82	675.00	
Week 2 (11-16 to 11/22)	\$ 28,927.20	1,016.00	
Switch-On Event Coverage	\$ 17,007.69	540.50	
Week 3 (11/23 to 11/29)	\$ 28,278.36	919.00	
Week 4 (11/30 to 12/6)	\$ 29,880.40	1052.00	
Week 5 (12/7 to 12/13)	\$ 29,880.40	1052.00	
Week 6 (12/14 to 12/20)	\$ 29,880.40	1052.00	
Week 7 (12/21 to 12/27)	\$ 33,981.20	1052.00	
Week 8 (12/28 to 1/3)	\$ 33,393.80	1030.00	
Week 9 (1/4 to 1/5)	\$ 8,201.60	288.00	
ADMIN EXPENSES	\$ 20,003.11		
TOTAL	\$ 278,719.98	8676.50	
Total Budget			
Balance Remaining:			<u><u>-\$278,719.98</u></u>