

PROFESSIONAL SERVICES AGREEMENT

STREETPLUS COMPANY, LLC

Downtown Safety Ambassador Program and Services Provider

THIS PROFESSIONAL CONSULTANT SERVICES AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 20____ ("Effective Date"), by and between the CITY OF RIVERSIDE ("City"), a California charter city and municipal corporation and STREETPLUS COMPANY, LLC, a New York limited liability company authorized to do business in California ("Consultant").

1. **Scope of Services.** City agrees to retain and does hereby retain Consultant and Consultant agrees to provide the services more particularly described in Exhibit "A," "Scope of Services" ("Services"), attached hereto and incorporated herein by reference, in conjunction with the Downtown Safety Ambassador Program and Services Provider ("Project").

2. **Term.** The term of the Agreement shall be from July 1, 2017, through June 30, 2019 unless earlier terminated as provided herein. The term of this agreement may be extended by mutual consent of the parties for two additional one year periods.

3. **Compensation/Payment.** Consultant shall perform the Services under this Agreement for the total sum not to exceed **Seven Hundred Seventy-Seven Thousand Eight Hundred Eighty-Three Dollars Twenty-Eight Cents (\$777,883.28)** payable in accordance with the terms set forth in Exhibit "B." Said payment shall be made in accordance with City's usual accounting procedures upon receipt and approval of an itemized invoice setting forth the services performed. The invoices shall be delivered to City at the address set forth in Section 4 hereof. If the term of this Agreement is extended by agreement of the parties as provided in Section 2 hereof, compensation for the extended term shall be as provided in Exhibit "B."

4. **Notices.** Any notices required to be given, hereunder shall be in writing and shall be personally served or given by mail. Any notice given by mail shall be deemed given when deposited in the United States Mail, certified and postage prepaid, addressed to the party to be served as follows:

To City

Community & Economic Development
Department
City of Riverside
Attn: Nathan Freeman
3900 Main Street
Riverside, California 92522

To Consultant

Streetplus Company, LLC

Attn: Steve Hillard
154 Conover Street
Brooklyn, New York 11231

5. **Prevailing Wage.** If applicable, Consultant and all subcontractors are required to pay the general prevailing wage rates of per diem wages and overtime and holiday wages

determined by the Director of the Department of Industrial Relations under Section 1720 et seq. of the California Labor Code and implemented by Resolution No. 13346 of the City Council of the City of Riverside. The Director's determination is available on-line at www.dir.ca.gov/dlsr/DPreWageDetermination.htm and is referred to and made a part hereof; the wage rates therein ascertained, determined, and specified are referred to and made a part hereof as though fully set forth herein.

6. **Contract Administration.** A designee of the City will be appointed in writing by the City Manager or Department Director to administer this Agreement on behalf of City and shall be referred to herein as Contract Administrator.

7. **Standard of Performance.** While performing the Services, Consultant shall exercise the reasonable professional care and skill customarily exercised by reputable members of Consultant's profession practicing in the Metropolitan Southern California Area, and shall use reasonable diligence and best judgment while exercising its professional skill and expertise.

8. **Personnel.** Consultant shall furnish all personnel necessary to perform the Services and shall be responsible for their performance and compensation. Consultant recognizes that the qualifications and experience of the personnel to be used are vital to professional and timely completion of the Services. The key personnel listed in Exhibit "C" attached hereto and incorporated herein by this reference and assigned to perform portions of the Services shall remain assigned through completion of the Services, unless otherwise mutually agreed by the parties in writing, or caused by hardship or resignation in which case substitutes shall be subject to City approval.

9. **Assignment and Subcontracting.** Neither party shall assign any right, interest, or obligation in or under this Agreement to any other entity without prior written consent of the other party. In any event, no assignment shall be made unless the assignee expressly assumes the obligations of assignor under this Agreement, in a writing satisfactory to the parties. Consultant acknowledges that any assignment may, at the City's sole discretion, require City Manager and/or City Council approval. Consultant shall not subcontract any portion of the work required by this Agreement without prior written approval by the responsible City Contract Administrator. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including without limitation, the insurance obligations set forth in Section 12. The Consultant acknowledges and agrees that the City is an intended beneficiary of any work performed by any subcontractor for purposes of establishing a duty of care between any subcontractor and the City.

10. **Independent Contractor.** In the performance of this Agreement, Consultant, and Consultant's employees, subcontractors and agents, shall act in an independent capacity as independent contractors, and not as officers or employees of the City of Riverside. Consultant acknowledges and agrees that the City has no obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance to Consultant, or to Consultant's employees, subcontractors and agents. Consultant, as an independent contractor, shall be responsible for any and all taxes that apply to Consultant as an employer.

11. Indemnification.

11.1 Defense Obligation. Consultant agrees, at its cost and expense, to promptly defend the City, and the City's employees, officers, managers, agents and council members (collectively the "Parties to be Defended") from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings which arise out of, or relate to, or are in any way connected with: 1) the Services, work, activities, operations, or duties of the Consultant, or of anyone employed by or working under the Consultant, or 2) any breach of the Agreement by the Consultant. This duty to defend shall apply whether or not such claims, allegations, lawsuits or proceedings have merit or are meritless, or which involve claims or allegations that any or all of the Parties to be Defended were actively, passively, or concurrently negligent, or which otherwise assert that the Parties to be Defended are responsible, in whole or in part, for any loss, damage or injury. Consultant agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to City. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Consultant and shall survive the termination of Consultant's Services under this Agreement.

11.2 Indemnity. Except as to the sole negligence or willful misconduct of the City, Consultant agrees to indemnify, protect and hold harmless the Indemnified Parties from and against any claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fine and penalties, liabilities or losses of any kind or nature whatsoever whether actual, threatened or alleged, which arise out of, pertain to, or relate to, or are a consequence of, or are attributable to, or are in any manner connected with the performance of the Services, work, activities, operations or duties of the Consultant, or anyone employed by or working under the Consultant or for services rendered to Consultant in the performance of this Agreement, notwithstanding that the City may have benefited from its work or services. This indemnification provision shall apply to any acts, omissions, negligence, recklessness, or willful misconduct, whether active or passive, on the part of the Consultant or anyone employed or working under the Consultant.

12. Insurance.

12.1 General Provisions. Prior to the City's execution of this Agreement, Consultant shall provide satisfactory evidence of, and shall thereafter maintain during the term of this Agreement, such insurance policies and coverages in the types, limits, forms and ratings required herein. The rating and required insurance policies and coverages may be modified in writing by the City's Risk Manager or City Attorney, or a designee, unless such modification is prohibited by law.

12.1.1 Limitations. These minimum amounts of coverage shall not constitute any limitation or cap on Consultant's indemnification obligations under Section 11 hereof.

12.1.2 Ratings. Any insurance policy or coverage provided by Consultant or subcontractors as required by this Agreement shall be deemed inadequate and a material breach

of this Agreement, unless such policy or coverage is issued by insurance companies authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or higher.

12.1.3 Cancellation. The policies shall not be canceled unless thirty (30) days prior written notification of intended cancellation has been given to City by certified or registered mail, postage prepaid.

12.1.4 Adequacy. The City, its officers, employees and agents make no representation that the types or limits of insurance specified to be carried by Consultant pursuant to this Agreement are adequate to protect Consultant. If Consultant believes that any required insurance coverage is inadequate, Consultant will obtain such additional insurance coverage as Consultant deems adequate, at Consultant's sole expense.

12.2 Workers' Compensation Insurance. By executing this Agreement, Consultant certifies that Consultant is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance before commencing any of the work. Consultant shall carry the insurance or provide for self-insurance required by California law to protect said Consultant from claims under the Workers' Compensation Act. Prior to City's execution of this Agreement, Consultant shall file with City either 1) a certificate of insurance showing that such insurance is in effect, or that Consultant is self-insured for such coverage, or 2) a certified statement that Consultant has no employees, and acknowledging that if Consultant does employ any person, the necessary certificate of insurance will immediately be filed with City. Any certificate filed with City shall provide that City will be given ten (10) days prior written notice before modification or cancellation thereof.

12.3 Commercial General/Auto Insurance. Prior to City's execution of this Agreement, Consultant shall obtain, and thereafter maintain during the term of this Agreement, such commercial general liability insurance to insure Consultant against damages for personal injury, including accidental death, as well as from claims for property damage which may arise from or which may concern operations by Consultant or by anyone directly or indirectly employed by, connected with, or acting for or on behalf of Consultant. All liability insurance shall be issued by insurance companies authorized to transact liability insurance business in the State of California. Consultant's commercial general liability policy shall cover both bodily injury (including death) and property damage (included but not limited to premises-operations liability, independent contractors liability, personal injury liability and contractual liability), in an amount not less than \$1,000,000 per-occurrence limit/\$2,000,000 aggregate. These minimum amounts of coverage shall not constitute any limitation or cap on Consultant's indemnification obligations under Section 11 hereof. Also, if Consultant carries a "Business Auto Policy", a copy of the insurance policy must be provided to the City, otherwise Consultant shall provide their personal automobile policy.

Prior to the City's execution of this Agreement, insurance policies or original certificates evidencing the coverage required by this Agreement for commercial general liability shall be filed with City and shall include City, its officers and employees as additional insureds.

Said policy shall be in the usual form of commercial general liability insurance, but shall include the following provision:

It is agreed that the City of Riverside, and its officers, employees and agents, are added as additional insureds under this policy, solely for work done by and on behalf of the named insured for the City of Riverside.

Policies provided shall specify that the insurance provided by the Consultant will be considered primary and not contributory to any other insurance available to the City and Endorsement No. CG 20010413 shall be provided to City.

12.4 Electric Personal Assistive Mobility Devices. Prior to the City's execution of this Agreement, Consultant shall provide satisfactory evidence that all electric personal assistive mobility devices, i.e. Segways, used in connection with the performance of this Agreement are insured against damages for property damage and personal injury under either Consultant's commercial general liability or automobile policies described above or through a separate policy or endorsement.

13. Business Tax. Consultant understands that the Services performed under this Agreement constitutes doing business in the City of Riverside, and Consultant agrees that Consultant will register for and pay a business tax pursuant to Chapter 5.04 of the Riverside Municipal Code and keep such tax certificate current during the term of this Agreement.

14. Time of Essence. Time is of the essence for each and every provision of this Agreement.

15. City's Right to Employ Other Consultants. City reserves the right to employ other Consultants in connection with the Project. If the City is required to employ another consultant to complete Consultant's work, due to the failure of the Consultant to perform, or due to the breach of any of the provisions of this Agreement, the City reserves the right to seek reimbursement from Consultant.

16. Accounting Records. Consultant shall maintain complete and accurate records with respect to costs incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

17. Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, network or systems information, configurations, input record data, written information, and other materials either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant and its employees, except as otherwise directed by City's Contract Administrator. Nothing furnished to Consultant which is otherwise known to the Consultant or is generally

known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production, website, or other similar medium without the prior written consent of the City. This provision shall survive the expiration or termination of this agreement.

18. **Copyrights.** Consultant agrees that any work prepared for City which is eligible for copyright protection in the United States or elsewhere shall be a work made for hire. If any such work is deemed for any reason not to be a work made for hire, Consultant assigns all right, title and interest in the copyright in such work, and all extensions and renewals thereof, to City, and agrees to provide all assistance reasonably requested by City in the establishment, preservation and enforcement of its copyright in such work, such assistance to be provided at City's expense but without any additional compensation to Consultant. Consultant agrees to waive all moral rights relating to the work developed or produced, including without limitation any and all rights of identification of authorship and any and all rights of approval, restriction or limitation on use or subsequent modifications. This provision shall survive the expiration or termination of this agreement.

19. **Conflict of Interest.** Consultant, for itself and on behalf of the individuals listed in Exhibit "C", represents and warrants that by the execution of this Agreement, they have no interest, present or contemplated, in the Project affected by the above-described Services. Consultant further warrants that neither Consultant, nor the individuals listed in Exhibit "C" have any real property, business interests or income interests that will be affected by this project or, alternatively, that Consultant will file with the City an affidavit disclosing any such interest.

20. **Solicitation.** Consultant warrants that Consultant has not employed or retained any person or agency to solicit or secure this Agreement, nor has it entered into any agreement or understanding for a commission, percentage, brokerage, or contingent fee to be paid to secure this Agreement. For breach of this warranty, City shall have the right to terminate this Agreement without liability and pay Consultant only for the value of work Consultant has actually performed, or, in its sole discretion, to deduct from the Agreement price or otherwise recover from Consultant the full amount of such commission, percentage, brokerage or commission fee. The remedies specified in this section shall be in addition to and not in lieu of those remedies otherwise specified in this Agreement.

21. **General Compliance With Laws.** Consultant shall keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Consultant, or in any way affect the performance of services by Consultant pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws, ordinances and regulations, and shall be solely responsible for any failure to comply with all applicable laws, ordinances and regulations. Consultant represents and warrants that Consultant has obtained all necessary licenses to perform the Scope of Services and that such licenses are in good standing. Consultant further represents and warrants that the services provided herein shall conform to all ordinances, policies and practices of the City of Riverside.

22. **Waiver.** No action or failure to act by the City shall constitute a waiver of any right or duty afforded City under this Agreement, nor shall any such action or failure to act constitute approval of or acquiescence in any breach thereunder, except as may be specifically, provided in this Agreement or as may be otherwise agreed in writing.

23. **Amendments.** This Agreement may be modified or amended only by a written agreement and/or change order executed by the Consultant and City.

24. **Termination.** City, by notifying Consultant in writing, shall have the right to terminate any or all of Consultant's services and work covered by this Agreement at any time for any reason. In the event of such termination, Consultant may submit Consultant's final written statement of the amount of Consultant's services as of the date of such termination based upon the ratio that the work completed bears to the total work required to make the report complete, subject to the City's rights under Sections 15 and 25 hereof. In ascertaining the work actually rendered through the termination date, City shall consider completed work, work in progress and complete and incomplete reports and other documents only after delivered to City.

25.1 Other than as stated below, City shall give Consultant thirty (30) days prior written notice prior to termination.

25.2 City may terminate this Agreement upon fifteen (15) days written notice to Consultant, in the event Consultant substantially fails to perform or materially breaches the Agreement. Prior to termination under this paragraph, City shall provide Consultant with written notice of Consultant's default in performance and provide Consultant with fifteen (15) days to cure the default.

25. **Offsets.** Consultant acknowledges and agrees that with respect to any business tax or penalties thereon, utility charges, invoiced fee or other debt which Consultant owes or may owe to the City, City reserves the right to withhold and offset said amounts from payments or refunds or reimbursements owed by City to Consultant. Notice of such withholding and offset, shall promptly be given to Consultant by City in writing. In the event of a dispute as to the amount owed or whether such amount is owed to the City, City will hold such disputed amount until either the appropriate appeal process has been completed or until the dispute has been resolved.

26. **Successors and Assigns.** This Agreement shall be binding upon City and its successors and assigns, and upon Consultant and its permitted successors and assigns, and shall not be assigned by Consultant, either in whole or in part, except as otherwise provided in Section 9 of this Agreement.

27. **Venue and Attorneys' Fees.** Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in the Superior Court of California, County of Riverside, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county. In the event either party hereto shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition of this Agreement, it is mutually agreed that each party will bear their own attorneys' fees and costs.

28. **Nondiscrimination.** During Consultant's performance of this Agreement, Consultant shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex, genetic information, gender, gender identity, gender expression, or sexual orientation, in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, Consultant agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

29. **Severability.** Each provision, term, condition, covenant and/or restriction, in whole and in part, of this Agreement shall be considered severable. In the event any provision, term, condition, covenant and/or restriction, in whole and/or in part, of this Agreement is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Agreement and shall not affect any other provision, term, condition, covenant and/or restriction of this Agreement, and the remainder of the Agreement shall continue in full force and effect.

30. **Authority.** The individuals executing this Agreement and the instruments referenced herein on behalf of Consultant each represent and warrant that they have the legal power, right and actual authority to bind Consultant to the terms and conditions hereof and thereof.

31. **Entire Agreement.** This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings or agreements of the parties. Neither party has been induced to enter into this Agreement by and neither party is relying on, any representation or warranty outside those expressly set forth in this Agreement.

32. **Interpretation.** City and Consultant acknowledge and agree that this Agreement is the product of mutual arms-length negotiations and accordingly, the rule of construction, which provides that the ambiguities in a document shall be construed against the drafter of that document, shall have no application to the interpretation and enforcement of this Agreement.

32.1 Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of the Agreement or any of its terms. Reference to section numbers, are to sections in the Agreement unless expressly stated otherwise.

32.2 This Agreement shall be governed by and construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement.

32.3 In the event of a conflict between the body of this Agreement and Exhibit "A" - Scope of Services hereto, the terms contained in Exhibit "A" shall be controlling.

33. **Exhibits.** The following exhibits attached hereto are incorporated herein to this Agreement by this reference:

Exhibit "A" - Scope of Services
Exhibit "B" - Compensation
Exhibit "C" - Key Personnel

(Signatures on following page)

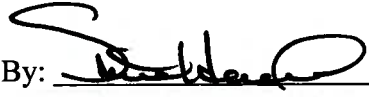
IN WITNESS WHEREOF, City and Consultant have caused this Agreement to be duly executed the day and year first above written.

CITY OF RIVERSIDE, a California
charter city and municipal corporation

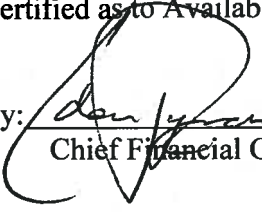
By: _____
City Manager

Attest: _____
City Clerk

STREETPLUS COMPANY, LLC
a New York limited liability company

By:  _____
Steve Hillard
[Printed Name]
President / Principal
[Title]

Certified as to Availability of Funds:

By:  _____
Chief Financial Officer

By: _____

[Printed Name]

[Title]

Approved as to Form:

By:  _____
Deputy City Attorney

SCOPE OF SERVICES

EXHIBIT "A"

SCOPE OF WORK

Safety Ambassadors:

The safety ambassadors will provide a wide-range of services and complete many different tasks with the focus on making Riverside more safe and friendly. The ambassadors will spend a vast majority of their time circulating throughout the downtown deterring unwanted behavior and activity. Patrols will be accomplished on foot, police mountain bikes and by Segway. Patrols will be monitored and recorded by using a computerized program and reports, which will be available for the City's review.

Specific ambassador duties will consist of the following:

- Conduct patrols within their assigned zones.
- Be knowledgeable of local ordinances related to quality of life and interact to stop unwanted behavior.
- Offer and provide assistance, information and directions.
- Conduct business checks as necessary.
- Make contact and conversation with pedestrians.
- Patrol all streets within the assigned zone.
- Provide personal safety escorts.
- Identify and report all conditions and incidents that may impact safety.
- Pick up loose trash and other small debris.
- Observe and report cleaning issues to the appropriate person.
- Interview persons and witnesses.

Team Leader:

This position provides street level supervision and has the responsibility of serving as the primary supervisor on his/her respective shift.

The job duties of the Team Leader shall include:

- At the beginning of each shift, share the daily work plan with all employees to ensure understanding of what needs to be accomplished during their respective shifts.
- Make zone and work assignments.
- Conduct uniform and personal appearance inspection of all employees.
- Review weekly work schedule and special assignments requiring attention or a change in the schedule.
- Ensure equipment has been inspected and required checklists completed prior to the equipment being used.
- Deliver training in accordance with corporate policy and local requirements.
- Check work assignments to ensure employees have completed work in such a manner to exceed customer and Streetplus expectations.
- Ensure all employees have necessary equipment, supplies and information to perform their duties.
- Create goodwill by making daily contacts with business owners, business managers, stakeholders and others associated with the ambassador program.
- Work closely with the Program Manager to ensure the ambassador program is achieving desired results.
- Communicate program achievements in the form of monthly reports.

Program Manager:

The Program Manager has overall responsibility for the administration, operations and finance elements of the program and shall report directly to the Vice President of Operations.

The job duties of the Program Manager shall include:

- Attend shift briefings as necessary.
- Review scheduled tasks and distribute necessary information regarding special attractions, events, conventions and other events occurring in the downtown area.
- Review all reports.
- Oversee all work performed by employees and check on progress and conduct inspections of work completed.
- Ensure all training is delivered to all employees.
- Coach and mentor employees as needed.
- Create, maintain, and update deployment plan and schedule.
- Maintain communication with employees and City.
- Work closely with corporate staff in the development and implementation of new strategies, program elements and service delivery.
- Create goodwill by making daily contacts with business owners, business managers, stakeholders and others associated with the ambassador program.
- Provide program achievements in the form of daily, weekly. Monthly, quarterly and annual reports to the City and stakeholders.

Downtown Parking Garages:

- Provide security patrols throughout the downtown Public Parking Garages using the Segway i2 Patroller. Each floor of the downtown Public Parking Garages shall receive patrol coverages on a regular basis between the hours of 9:00 PM and 5:00 AM (Thursday through Sunday).
 - The City has the right to adjust the Public Parking Garages patrol schedule as needed.
- Engage pedestrians and motorists, as needed, to provide information and directions.
- Prevent criminal activity and unwanted behavior by being highly visible inside the garages.
- Observe and report all unusual and unlawful activity and situations utilizing mobile devices with connection to Streetplus' electronic work order software Statview.
- Enforce City ordinances by approaching violators, advising of unwanted and/or illegal activity, and gain compliance or take all necessary steps to enforce said ordinances.
- Complete a daily activity log and submit in digital form to the City of Riverside – Public Works Division on a weekly basis.

Streetplus shall adhere, at a minimum, to the following deployment of staff resources:

SAFETY AMBASSADORS

HOURS	SUN	MON	TUE	WED	THU	FRI	SAT	TOTAL
2:30 PM to 11:00 PM	0.00	0.00	0.00	0.00	8.00	8.00	8.00	24.00
	0.00	0.00	0.00	0.00	4.00	4.00	4.00	12.00
6:30 PM to 3:00 AM	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	8.00	8.00	8.00	8.00	8.00	8.00	48.00
	0.00	0.00	0.00	0.00	8.00	8.00	8.00	24.00
	0.00	0.00	0.00	0.00	8.00	8.00	8.00	24.00
8:30 PM to 5:00 AM	8.00	0.00	0.00	0.00	8.00	8.00	8.00	32.00
	8.00	0.00	0.00	0.00	8.00	8.00	8.00	32.00
TOTAL	16.00	8.00	8.00	8.00	52.00	52.00	52.00	196.00

TEAM LEADER

HOURS	SUN	MON	TUE	WED	THU	FRI	SAT	TOTAL
2:30 PM to 6:30 PM	0.00	0.00	0.00	0.00	4.00	4.00	4.00	12.00
6:30 PM to 3:00 AM	0.00	8.00	8.00	8.00	8.00	8.00	8.00	48.00
TOTAL	0.00	8.00	8.00	8.00	12.00	12.00	12.00	60.00

PROGRAM MANAGER

HOURS	SUN	MON	TUE	WED	THU	FRI	SAT	TOTAL
TBD	0.00	8.00	8.00	8.00	8.00	8.00	0.00	40.00
TOTAL	0.00	8.00	8.00	8.00	8.00	8.00	0.00	40.00

Downtown Ambassador Program Patrol Coverage Area

 = Parking Garage

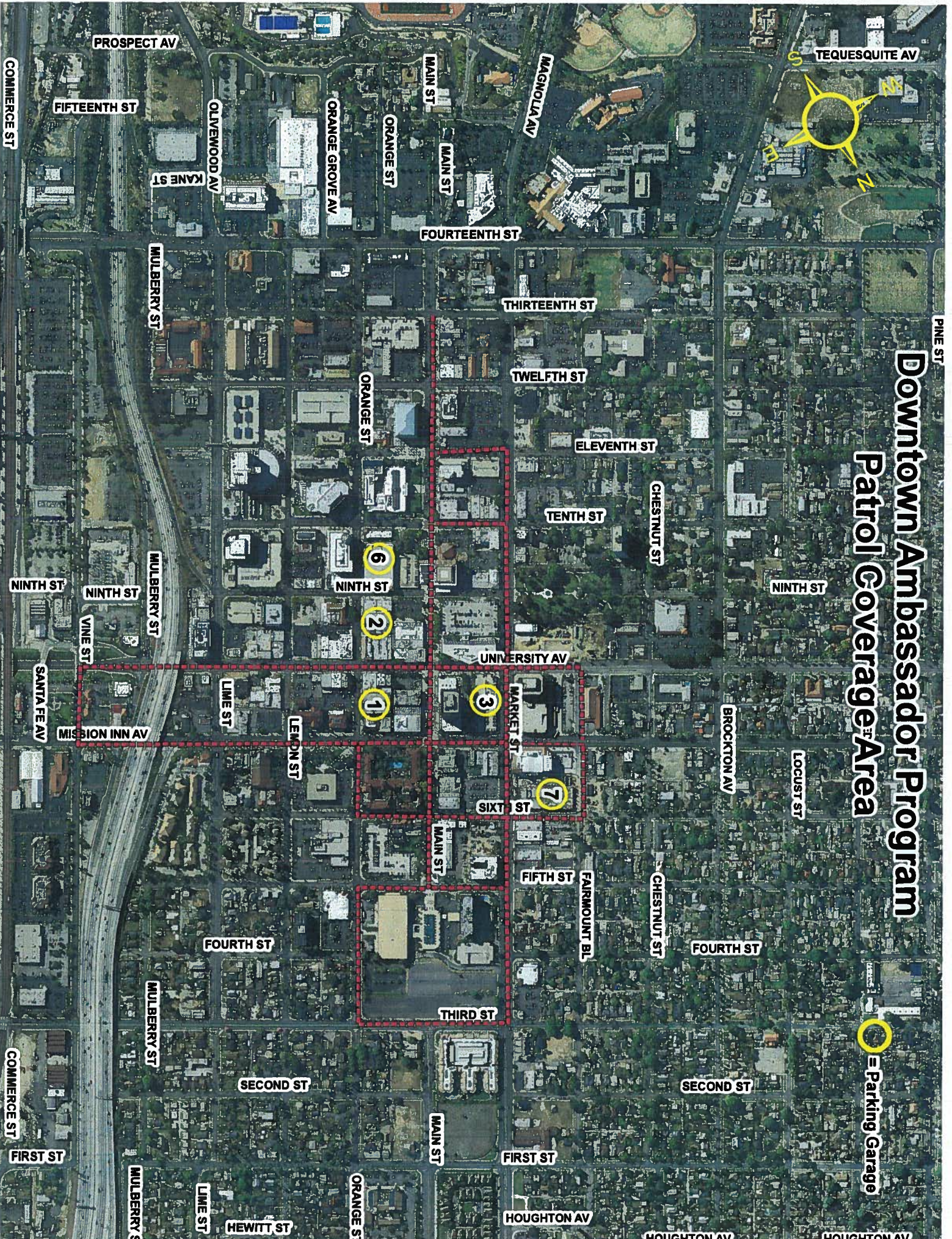


EXHIBIT "B"

COMPENSATION

Ambassador Program:

Year 1:	\$308,080.81 (payable in 12 monthly installments of \$25,673.40)
Year 2:	\$314,242.43 (payable in 12 monthly installments of \$26,186.87)
Option Year 1:	\$320,527.27 (payable in 12 monthly installments of \$26,710.60)
Option Year 2:	\$326,937.82 (payable in 12 monthly installments of \$27,244.82)

Downtown Public Parking Garages Security:

Year 1:	\$77,009.92 (payable in 12 monthly installments of \$6,417.49)
Year 2:	\$78,550.12 (payable in 12 monthly installments of \$6,545.84)
Option Year 1:	\$80,121.12 (payable in 12 monthly installments of \$6,676.76)
Option Year 2:	\$81,723.54 (payable in 12 monthly installments of \$6,810.29)

EXHIBIT "C"

KEY PERSONNEL

Steve Hillard	President and Principal
Ken Nakano	Vice President Operations
Patrick DeSimone	Chief Executive Officer
David Goldberg	Chief Executive Officer
Eric Corona	Training and Technology Manager
Lee Morgan	Customer Service Coordinator