

AGREEMENT FOR SERVICES
BETWEEN
THE CITY OF SALINAS AND
GOOD GUARD SERCURITY SERVICES, INC.



Contents

1.	Scope.....	1
2.	Timeliness.....	1
3.	Term.....	1
4.	Payment.....	1
5.	Meet & Confer.....	1
6.	Insurance.....	2
7.	Indemnification.....	2
8.	Licensing.....	2
9.	Termination.....	2
10.	Agency.....	2
11.	Non-Assignability.....	2
12.	Entire Agreement.....	2
13.	Validity.....	2
14.	Counterparts.....	2
15.	Laws.....	2
	Attachment A.....	4
	Attachment B.....	7
	Attachment C.....	8
	Attachment D.....	11

**AGREEMENT FOR SERVICES BETWEEN
THE CITY OF SALINAS AND GOOD GUARD SECURITY, INC
For
Unarmed Security Services at the Emergency Motel Program**

Agreement Number: 24ERF3L01

THIS AGREEMENT is executed this 1st day of November 2024, (“Agreement” or “Contract”) between the City of Salinas, a California Charter city and municipal corporation (hereinafter “City”) and Good Guard Security, Inc., a California corporation (hereinafter “Contractor”).

IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1. **Scope.** Contractor hereby agrees to provide to the City, as the scope of services under this Agreement, as fully discussed in the City’s Request for Proposal, Attachment B and Contractor’s Security Operations Protocol for the EMP, Attachment C.
2. **Timeliness.** Contractor shall perform all tasks in a timely fashion, as set forth more specifically in Section 3 below. Failure to so perform is hereby deemed a material breach of this Agreement, and City may terminate this Agreement with no further liability hereunder, or the City may agree in writing with the Contractor to an extension of time. Additionally, pending satisfactory performance evaluations, further extensions for the years 2025-2026 and 2027-2027 may be granted through an amendment to this Agreement.
3. **Term.** The work under this Agreement shall commence on November 1, 2024, and shall be completed by June 30, 2025, unless the City grants a written extension of time as referenced in Section 2 above.
4. **Payment.** City hereby agrees to pay, and Contractor agrees to accept as full and fair consideration for the performance of this Agreement, a total amount of compensation **not to exceed three hundred seventy-two thousand seven hundred sixty-five dollars (\$372,765.00)** as fully described in the title of Contractor's fee schedule, Attachment D. Contractor has no right of reimbursement for expenses under this Agreement.

Compensation shall become due and payable 30 days after City’s approval of Contractor’s submission of monthly written invoices to the City. The payment of any compensation shall be contingent upon performance of the terms and conditions of this Agreement to the satisfaction of the City. If City determines that the work set forth in the written invoice has not been performed in accordance with the terms of this Agreement, City shall not be responsible for payment until such time as the work has been satisfactorily performed.

5. **Meet & Confer.** Contractor agrees to meet and confer with City or its agents or employees with regard to services as set forth herein as may be required by City to insure timely and adequate performance of this Agreement.

6. **Insurance.** Contractor shall procure and maintain for the duration of this Agreement insurance meeting the requirements specified in Attachment A hereto.

7. **Indemnification.** Contractor shall hold harmless, defend at its own expense, and indemnify City and its officers, officials, employees, agents, and volunteers from and against all liability, claims, damages, losses, and/or expenses including reasonable City attorney fees arising from all acts or omissions of Contractor or its officers, agents, or employees arising out of the performance of the work under this Contract, caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the sole negligence or willful misconduct of the City.

8. **Licensing.** Contractor warrants that it is properly licensed to perform the work specified under this Agreement, including but not limited to possession of a current City business license.

9. **Termination.** City may terminate this Agreement upon ten days' written notice. The amount of damages, if any, as a result of such termination may be decided by negotiations between the parties or before a court of competent jurisdiction.

10. **Agency.** In performing the services specified under this Agreement, Contractor is hereby deemed to be an independent contractor and not an agent or employee of City.

11. **Non-Assignability.** The rights and obligations of Contractor hereunder are not assignable and cannot be delegated without written consent of City.

12. **Entire Agreement.** This Agreement constitutes the entire Agreement between the parties hereto and supersedes any and all prior agreements, whether oral or written, relating to the subject matter thereof. Any modification of the Agreement will be effective only if it is in writing signed by both parties hereto.

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

14. **Counterparts.** This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

15. **Laws.** Contractor agrees that in the performance of this Agreement it will comply with all applicable State, Federal and local laws and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of California, County of Monterey, and City of Salinas.

IN WITNESS WHEREOF, this Agreement is entered into by the parties hereto on the day and year first written above.

CITY OF SALINAS

René Mendez, City Manager

APPROVED AS TO FORM:

Rhonda Combs, Assistant City Attorney

CONTRACTOR

Shawn Helmandi
Senior Director, Consulting Risk Advisory & Security Services

Attachment A Insurance Requirements

Contractor shall procure and maintain for the duration of the contract, and for three years thereafter, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his/her/its officers, agents, representatives, employees, and/or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability** (“CGL”): Insurance Services Office (“ISO”) Form CG 00 01 covering CGL on an occurrence basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO Form CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability**: ISO Form CA 0001 covering Code 1 (any auto), with limits no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation**: as required by the State of California, with Statutory Limits, and Employers’ Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Contractors’ Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions** (if project involves environmental hazards): with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate, on an annual basis.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the Contractor requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City. At the option of the City, either: the Contractor shall cause the insurer shall reduce or eliminate such self-insured retentions as respects the City, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

Other Insurance Provisions

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

1. **The City, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection

with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

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

3. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the City.

4. A copy of the claims reporting requirements must be submitted by Contractor to the City.

5. If the services involve lead-based paint or asbestos identification/remediation, the Contractor's Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractor's Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to the City.

Waiver of Subrogation

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

Verification of Coverage

Contractor shall furnish the City with original Certificates of Insurance including an additional insured endorsement and all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor 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.

Maintenance of Insurance

Maintenance of insurance by Contractor as specified shall in no way be interpreted as relieving Contractor of its indemnification obligations or any responsibility whatsoever and the Contractor may carry, at its own expense, such additional insurance as it deems necessary.

Special Risks or Circumstances

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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Attachment B
City's Request for Proposal Scope of Work

Daytime Security Patrol:

- **Hours:** Monday to Sunday, 6:00 AM to 6:00 PM.
- **Duties:**
 - Foot patrols of exterior areas.
 - Enforce parking rules; coordinate with staff or towing services to remove unauthorized vehicles.
 - Engage with staff, participants, service providers, and remove trespassers.
 - Monitor client activities, enforce site rules, and manage unauthorized visitors.
 - Provide relief/break coverage.

Evening Security Patrol:

- **Hours:** Monday to Sunday, 6:00 PM to 6:00 AM.
- **Location:** 109 John Street, Salinas, CA.
- **Duties:**
 - Perimeter checks for security.
 - Discourage unauthorized persons and trespassers.
 - Enforce parking regulations at EMP.
 - Maintain a secure environment for participants, staff, and service providers.
 - Oversee client movements and report non-compliance to staff or law enforcement.

Guards/Officers Responsibilities:

- **Client Interactions:**
 - Supervise client entries/exits and address unauthorized visitors.
 - Ensure clients adhere to site rules; report unattended children.
 - Manage client exits and escalate issues to staff or law enforcement.
- **Enforcement and Reporting:**
 - Enforce site rules; notify City personnel and report incidents to law enforcement.
 - Provide immediate replacements if Guards/Officers can't report to duty.
 - Maintain high standards of conduct, appearance, and reliability.

Contractor Management:

- **Responsibilities:**
 - Plan and manage daily operations, including reports and records.
 - Provide necessary uniforms, materials, and equipment.
 - Conduct background checks per City criteria.

Designated Supervisor:

- **Role:**
 - Oversee Guards/Officers, provide direction, and act as the City's primary contact.
 - Conduct unannounced inspections to ensure compliance with standards.

Attachment C
Contractor's Scope of Work

Good Guard Security, Inc. - Security Operations Protocol for the EMP

Client: The City of Salinas

Service Provider: Good Guard Security, Inc.

Contract Term: November 1, 2024, to June 30, 2025

1. Staffing and Operational Overview:

- **Total Guards:** Two (2) unarmed guards per shift, ensuring continuous 24/7 coverage.
- **Shift Details:**
 - **Day Shift:** 6 am to 6 pm
 - **Night Shift:** 6 pm to 6 am
- **Operational Duties Include:**
 - Clocking in and out using the TrackTik system with designated login details.
 - Collecting necessary equipment for patrol services, including patrol cards and post phones, ensuring all equipment is operational and fully charged.
 - Upon completing equipment checks and assuming duties, reporting to the supervisor that duties have been assumed or ended.
 - Checking in with the On-Site Supervisor or Post Commander, or officer being relieved, for pass down information on incidents, specific areas of concern, or actions that need to be taken.

2. Security Monitoring and Enforcement:

- **Continuous Patrols and Presence:**
 - Performing continuous patrols of the Emergency Shelter and the facility to monitor for suspicious activities, persons, or vehicles.
 - Maintaining a physical presence near stairwells to deter unauthorized access.
 - Engaging with the public and service providers in a courteous and professional manner, offering assistance or directions as needed.
 - Ensuring perimeters of the property are secure and free from unauthorized encampments, individuals engaging in substance abuse, loiterers, or congregating groups.
- **Visitor and Service Provider Control:**
 - Ensuring that no visitors (guests) are allowed entry into the EMP, strictly allowing only authorized visitors such as service providers and IHSS workers.

- *If an unauthorized visitor is found in a client's room, security personnel should inform the client that the visitor must leave immediately. If the visitor does not comply, security personnel should contact the police to report trespassing.*
- *Overseeing the sign-in and sign-out process for all authorized to ensure accurate tracking and documentation of EMP access.*
- *Enforcing the EMP's trespassing rules by contacting law enforcement if a previously trespassed individual returns to the site.*

3. Client Safety and Property Management:

- **Enforcement of Facility Rules:**
 - *Assisting in enforcing EMP rules, ensuring compliance from all clients and authorized visitors.*
 - *Actively preventing clients from bringing excessive personal belongings and items onto the site to effectively manage and reduce hoarding behaviors.*
- **Client Movement Monitoring:**
 - *Logging the times clients enter and exit their rooms, alerting EMP staff if a client has been absent for more than 24 hours.*
 - **Monitoring of Minors:** *Observing clients' departures and arrivals, and if a client attempts to leave the site while leaving a child under 12 years of age unattended, security personnel should first instruct the client to retrieve their child. If the client leaves the site without their child, security should contact the police immediately.*
- **Incident Response:**
 - *In cases of domestic violence, physical altercations, or uncontrollably disruptive clients, immediately contacting law enforcement to ensure the safety and security of all EMP occupants.*
 - *If EMP staff are present, security personnel should first report any incidents to staff. If staff are not present, security personnel are expected to use their discretion in handling the situation according to the outlined protocols.*

4. Reporting and Communication:

- **Incident Reporting:**
 - *Documenting and reporting all security-related incidents or significant interactions involving clients or service providers to appropriate EMP staff and emergency services as needed.*
- **Language and Reporting Skills:**
 - *Ensuring that each shift includes at least one bilingual guard proficient in English and capable of producing detailed and accurate written reports.*
 - *All security personnel must demonstrate the ability to produce clear and precise written reports in English.*

5. Collaboration and Training:

- **Regular Meetings with EMP Staff:**
 - Holding regular scheduled meetings with EMP staff to discuss security updates, operational challenges, and strategies for enhancing safety and compliance.
- **Training and Compliance:**
 - Ensuring that all security personnel receive ongoing training in crisis intervention, conflict resolution, and specific protocols for managing situations unique to the EMP environment.

6. Compliance and Documentation:

- Maintaining meticulous records and logs of all operational activities, ensuring transparency and accountability in security operations.

7. Supervision and Quality Control:

- A designated Supervisor will be assigned by the Contractor to provide day-to-day directions concerning the delivery of security services and will serve as the City's primary contact person.
- The Supervisor will be responsible for supervising Guards/Officers during all hours of service, in accordance with security industry standards and efficient management practices.
- The Supervisor shall perform periodic, unannounced inspections to observe the performance of each shift and the work habits of each Guard/Officer, ensuring that the Post Orders are followed, and that proper training has been received.
- The Supervisor will collect and maintain all Daily Activity Reports, Incident Reports, and Sign-In Sheets.

Attachment D
Contractor's Fee Schedule

1. Staffing and Shifts:

- **Total Guards:** Two (2) unarmed guards per shift.
- **Shifts Details:**
 - **Day Shift:** 6 am to 6 pm (Two guards).
 - **Night Shift:** 6 PM to 6 am (Two guards).

2. Hourly Rates and Billing:

- **Regular Hourly Rate:** \$26.95 per hour.
 - **Total weekly regular hours:** 294 hours.
- **Overtime Hourly Rate:** \$40.42 per hour.
 - **Total weekly overtime hours:** 42 hours.

Weekly Cost Calculation:

- **Regular hours cost:** 294 hours × \$26.95 = \$7,923.30
- **Overtime hours cost:** 42 hours × \$40.42 = \$1,697.64
- **Total Weekly Cost:** \$7,923.30 + \$1,697.64 = **\$10,752.84**

3. Total Estimated Costs:

- **Weekly Total:** \$10,752.84
- **Monthly Cost (Based on 4.33 weeks per month):** \$46,595.64
- **Total Cost for the Contract Term (8 months):** \$372,765