

# STAFF REPORT



ITEM NO. **10**

CITY OF OCEANSIDE

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DATE: December 14, 2005

TO: Honorable Mayor and City Councilmembers

FROM: Public Works Department

SUBJECT: **APPROVAL OF A ONE-YEAR EXTENSION TO THE PROFESSIONAL SERVICES AGREEMENT WITH RANCHO SANTA FE SECURITY SYSTEMS AND ADOPTION OF A BUDGET RESOLUTION TO FUND THE EXTENSION**

## **SYNOPSIS**

Staff recommends that the City Council approve a one-year extension in the amount of \$167,200 to the professional services agreement with Rancho Santa Fe Security Systems to provide alarm monitoring and security guard services at the Civic Center and various other City facilities; adoption of a budget resolution in the amount of \$18,100 to fund the extension through the remainder of the fiscal year, and authorize the City Manager to execute the extension.

## **BACKGROUND**

Rancho Santa Fe Security Systems has provided alarm monitoring and security guard services at the Civic Center and various other City facilities since 1998. The current agreement expires December 31, 2005.

## **ANALYSIS**

The proposed one-year extension of the professional services agreement with Rancho Santa Fe Security Systems will allow staff sufficient time to evaluate each department's routine security needs and produce a Request For Proposal (RFP) for security services. The goal of the security service RFP is to solicit proposals from qualified companies to ensure that the City's basic security needs are met and the cost remains in line with industry standards.

Estimated timeframe for completion of the process for developing an RFP, bidding, negotiations for a new agreement, Council approval and if required, transition to a new provider, is a minimum of six months and a maximum of one year.

This extension allows the City to terminate the agreement with or without cause by providing Rancho Santa Fe Security Systems thirty (30) days written notice.

The security services provided by the extension and their cost are:

Citywide alarm monitoring	\$14,500
Guard services:	
Civic Center	86,000
Parks and Recreation	55,000
Harbor	<u>11,700</u>
Total security services cost	\$167,200

**FISCAL IMPACT**

The FY 05-06 budget included \$147,500 in the City's Building Services business units for security services. Approximately \$82,000 will be expended for security services through the first half of the fiscal year and \$83,600 for the remainder of the fiscal year. Therefore, \$18,100 is needed for the remainder of the fiscal year. Additional funding will be provided from the General Fund Unallocated Fund Balance.

**INSURANCE REQUIREMENTS**

Rancho Santa Fe Security Systems is required to maintain, throughout the term of this extension, general liability insurance with a minimum coverage of \$1,000,000 combined single limit per occurrence, \$1,500,000 general aggregate insurance and a minimum of \$500,000 in professional errors and omissions insurance for work performed in connection with this extension. All insurance policies shall name the City of Oceanside as additionally insured and indemnify the City and its officers, agents and employees against all claims.

**COMMISSION OR COMMITTEE REPORT**

Does not apply.

**CITY ATTORNEY ANALYSIS**

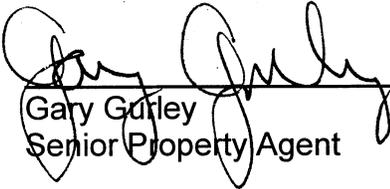
The referenced documents have been reviewed by the City Attorney and approved as to form.

**RECOMMENDATION**

Staff recommends that the City Council approve a one-year extension in the amount of \$167,200 to the professional services agreement with Rancho Santa Fe Security Systems to provide alarm monitoring and security guard services at the Civic Center and various other City facilities; adoption of a budget resolution in the amount of \$18,100 to fund the extension through the remainder of the fiscal year, and authorize the City Manager to execute the extension.

PREPARED BY:

SUBMITTED BY:

  
\_\_\_\_\_  
Gary Gurley  
Senior Property Agent

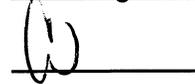
  
\_\_\_\_\_  
Steven R. Jepsen  
City Manager

REVIEWED BY:

Michelle Skaggs Lawrence, Assistant to the City Manager

  
\_\_\_\_\_

Peter Weiss, Public Works Director

  
\_\_\_\_\_

Douglas E. Eddow, Real Property Manager

  
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Nita McKay, Financial Services Director

  
\_\_\_\_\_

**AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT  
FOR CITY FACILITY SECURITY DATED NOVEMBER 18, 1998**

The term of the extension of the Professional Services Agreement for City Facility Security dated November 18, 1998 shall be effective from January 1, 2006 through December 31, 2006.

The City of Oceanside retains the right to terminate this extension, with or without reason, by providing Rancho Santa Fe Security thirty (30) days written notice. No other special termination options are available.

The undersigned do hereby agree to and accept the referenced extension and expressly agree to be bound by and keep, perform, and fulfill all of the terms, covenants, obligations and conditions required to be kept by the Professional Services Agreement for City Facility Security dated November 18, 1998, except for § 1.1 RENEWAL OPTION and Section 10 COMPENSATION.

All renewal options available under § 1.1 RENEWAL OPTION have been exhausted. Contractor shall have no renewal options relative to this extension.

Compensation shall be based on the per unit cost of the attached description of services.

**Rancho Santa Fe Security Services**

**City Of Oceanside**

  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

DATE 11-19-05

DATE \_\_\_\_\_

**NOTARY ACKNOWLEDGMENTS OF LESSEE'S SIGNATURE (S) MUST BE ATTACHED**

**Approved as to form:**

  
\_\_\_\_\_  
City Attorney

STATE OF CALIFORNIA    )  
  )    SS.  
COUNTY OF SAN DIEGO    )

On 11/19/2005 Before me, Kelly M. Sobolewski, Notary Public,  
Personally Appeared Denise Mueller, Personally known to me or  
proved to be the person whose name is subscribed to the within instrument and  
acknowledged to me that he/she/they executed the same in he/she/they  
authorized capacity, and that by he/she/they signature on the instrument the  
person or the entity upon behalf of which the person acted, executed the  
instrument.

Witness my hand & official seal.

Signature   
Notary Public

(SEAL)



# Rancho Santa Fe Protective Services

## City of Oceanside Detail of Services 2006

Count	Description of service	Per Unit	Monthly Total
42	Alarm Systems Monitoring	\$26.76	\$1,123.92
4	Alarm System Long Range Radio Backup Rate	\$15.00	\$60.00
1	Harbor Gates	\$652.86	\$652.86
1	Strand Restrooms	\$315.12	\$315.12
1	Marshal Park	\$192.00	\$192.00
1	Skate Park	\$230.00	\$230.00
1	Palisades Park	\$190.00	\$190.00
382	Civic Center Security Officer	\$18.00	\$6,876.00
87	Baldarama Park Security Officer	\$18.00	\$1,566.00
130	Senior Center Security Officer	\$18.00	\$2,340.00
0	Security Officer Special Event w/ advance notice	\$18.00	\$0.00
0	Security Officer Special Event Less then 48 hrs	\$27.00	\$0.00
1	Civic Center Security Officer Walk Through	\$250.00	\$250.00
			<u>\$13,795.90</u>

### Description of Patrol and Guard Services

**Harbor Gates:**

Lock and Unlock the following gates 7 days per week: Betty's lot, Surf rider Gate, Lot 28, Lot 29.

**Strand Restrooms:**

Lockup 5 Men's and Women's Restrooms on the Strand 7 days per week.

**Marshal Park:**

Lock and Unlock of Gates 7 days per week.

**Skate Park:**

Lock and Unlock of Gates 7 days per week.

**Palisades Park:**

Lock up of Gates 7 Days per week.

**Civic Center Security Officer:**

Monday - Thursday 0600 - 2000 Security Officer assigned to the Civic Center 16 hours a day.

Friday - Sunday 1000 - 1800 Security Officer assigned to the Civic Center 8 hours a day

**Baldarama Park:**

Security Officers assigned to Baldarama Park 4 hours a day 5 days per week 1700 - 2100 hours.

**Senior Center:**

Security Officer assigned to Senior Center 6 hours per day 5 days per week 1000 - 1600 hours.

**Security Officer Special Event with advanced notice:**

Rate for Security Officer request for special event with advanced notice

**Security Officer Special Event less then 48 hours notice:**

Rate for Security Officer request for special events with less then 48 hours notice.

**Security Officer Walk Through:**

Security Officer walk through at Civic Center to be conducted every Friday morning by a patrol officer before Civic Center opens 365 days per year.

**CITY OF OCEANSIDE**  
**PROFESSIONAL SERVICES AGREEMENT**

**PROJECT: CITY FACILITY SECURITY**

THIS AGREEMENT is made and entered into this 18<sup>th</sup> day of November 1998, by and between the **CITY OF OCEANSIDE**, a municipal corporation, hereinafter designated as "**CITY**" and **RANCHO SANTA FE PATROL AND GUARD SERVICES INC.** hereinafter designated as "**CONTRACTOR**".

**RECITALS**

- A. CITY desires to obtain professional security services from an independent CONTRACTOR for the above named project.
- B. CONTRACTOR has submitted a proposal to provide security services for the CITY in accordance with the terms set forth in this Agreement.
- C. CITY desires to contract with CONTRACTOR as an independent CONTRACTOR and CONTRACTOR desires to provide services to CITY as an independent CONTRACTOR.
- D. CONTRACTOR has demonstrated its competence and professional qualifications necessary for the satisfactory performance of the services designated herein by virtue of its experience, training, education and expertise.

**NOW THEREFORE, THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:**

1. **TERM OF AGREEMENT.** The term of this Agreement shall be two (2) years, beginning on January 1, 1999, and ending on December 31, 2000, unless terminated sooner as provided for in this Agreement.

1.1 **RENEWAL OPTION.** CONTRACTOR may agree to renew this Agreement for three (3) additional consecutive one (1) year terms upon the same terms and conditions, except compensation, provided CONTRACTOR at the end of each contract term is not in default of this Agreement.

1.1.2 **Compensation Adjustment Index.** The index used will be the semi-annual Consumer Price Index for "All Urban Consumers" for San Diego, California. If this index is no longer published, the index for adjustment will be the U.S. Department of Labor's "Comprehensive Official Index" most comparable to the aforesaid index.

If the Department of Labor indices are no longer published, another index generally recognized as authoritative will be substituted by agreement of CITY and CONTRACTOR. If the parties cannot agree within **60 days** after demand by either party, a substitute index will be selected by the Chief Officer of the Regional Office of the Bureau of Labor Statistics or its successor.

**1.1.3 Compensation Adjustment Computation.** Any term renewal compensation under this agreement shall be computed in accordance with the following definitions and formulas:

Definitions:

**Initial Compensation:** The initial compensation at the commencement of this Agreement as listed in Section 10.

**Existing Compensation:** The existing compensation shall be the compensation in effect on the date proceeding the term renewal date.

**Percent change in the CPI:** The percent change in the CPI shall be the percent change in the San Diego All Consumer Index over the preceding **12 month** period covered by the most recent publication of the Index at term renewal.

Rent Adjustment Formulas:

**First Adjustment:** Initial compensation + (Initial compensation x the percent change in the CPI) = New compensation.

For example:  $\$122,000 + (\$122,000 \times 2.5\%) = \$125,050$

**Subsequent Adjustments:** Existing compensation + (Initial compensation x the percent change in the CPI) = New compensation.

For example:  $\$125,050 + (\$122,000 \times 3\%) = \$128,710$

**1.2. NOTICE OF INTENT TO RENEW.** CONTRACTOR shall notify CITY, in writing, with a "Notice of Intent to Exercise the Option to Renew" not sooner than 180 days and not later than 90 days prior to expiration of this termination date as so set forth above.

**1.3. NOTICE OF RENEWAL.** Upon receipt of CONTRACTOR's Notice of Intent to Exercise the Option to Renew, CITY shall respond to CONTRACTOR, in writing, within 60 days of receipt of said Notice of Intent. Failure of the CITY to so respond shall be construed as an intention to renew this Agreement for the optional term.

2. **SCOPE OF WORK.** CONTRACTOR shall provide professional security services at CITY facilities as well as provide protection to CITY facilities and to persons utilizing these facilities. In performing these duties, the CONTRACTOR shall cooperate with CITY law enforcement authorities by monitoring and reporting of crime and other unusual or suspicious activities.

2.1. **SERVICES TO BE PROVIDED BY CONTRACTOR.** The services provided by CONTRACTOR shall be in accordance with this Agreement and accepted industry standards. ~~The intended duties and responsibilities of CONTRACTOR shall be, but not limited to, as follows:~~

CONTRACTOR shall work closely with CITY in performing its work in accordance with this Agreement in order to receive clarification as to the result that the CITY expects to be accomplished by CONTRACTOR. The City Manager shall be the CITY's authorized representative in the interpretation and enforcement of all work performed in connection with this Agreement. The City Manager may delegate authority in connection with this Agreement to the City Manager's designee(s). For the purposes of directing CONTRACTOR in accordance with this Agreement, which does not result in a change to this Agreement, the City Manager delegates authority to the CITY's Property Services Division Manager.

CONTRACTOR shall be responsible for providing sufficient personnel to accomplish the duties required under this Agreement. Consistent with the contractual duties and obligations, the CITY wants to ensure CONTRACTOR understands its principal responsibility is to be a highly visible presence at the Civic Center Complex, designated CITY parks and facilities. In this regard, they are the eyes and ears of the CITY. The number of CONTRACTOR's personnel to be provided for any given facility shall be determined by the CITY. Should CONTRACTOR feel that the designated number is insufficient to provide adequate protection to persons and property, then CONTRACTOR shall make recommendations to CITY for additional personnel. However, CITY's determination as to the number of CONTRACTOR's personnel shall be final.

CONTRACTOR's personnel shall be responsible for the physical protection of CITY's buildings, restrooms, parks, parking lots, structures, equipment and CITY property as listed in Exhibit "A".

CONTRACTOR's personnel shall take all reasonable actions for the protection and safety to facility participants.

CONTRACTOR's personnel shall monitor, and when necessary, report to the Oceanside Police Department, any unusual or suspicious activities in CITY parks or other CITY facilities.

CONTRACTOR's personnel shall observe and report to the Oceanside Police Department any criminal activities in CITY parks or other CITY facilities.

CONTRACTOR's personnel shall insure that buildings, facilities, gates, etc. are secure and locked as directed by the CITY.

CONTRACTOR's personnel shall make security checks on park facilities and properties as per this agreement.

CONTRACTOR's personnel shall provide a highly visible and uniformed presence within CITY parks and facilities as per contract.

CONTRACTOR's personnel shall be attired in distinctively identifiable clothing.

CONTRACTOR's personnel shall maintain a highly visible presence and standard of personal appearance to the reasonable satisfaction of CITY.

2.1.1. If suspected criminal behavior is observed, CONTRACTOR's personnel should attempt to contact the Oceanside Police Department before making any contact with the suspect. As to criminal activity, CONTRACTOR's personnel shall comply with the following:

As to misdemeanor offenses, personnel shall initially contact the Oceanside Police Department. Arrest shall be made only as a last resort and only as to offenses occurring within the CONTRACTOR's personnel's presence as provided in California Penal Code §837(1), Private person's authority to arrest.

As a general rule, misdemeanor arrests should be made and consummated by the Oceanside Police Department. Arrests for felony offenses shall be made only by the Oceanside Police Department except in exigent circumstances when CONTRACTOR is specifically directed by Oceanside Police Department.

CONTRACTOR's personnel must recognize and comply with the constitutional and statutory restraints on the use of deadly and non-deadly force for purposes of arrests.

2.1.2. The CITY shall further direct that all patrol officers of CONTRACTOR be:

Properly trained and licensed as required by the State of California to carry a handgun and baton. Also, patrol officers should be properly trained in constitutional and statutory limits on deadly and non-deadly uses of force for purposes of making arrests. Basically, CONTRACTOR's members are citizens and have no greater right to use deadly or non-deadly force than any other private citizen. CONTRACTOR shall be responsible and indemnify the City for any actions arising from any use of force by CONTRACTORS employee(s).

Verification of license qualifications required by this Agreement shall be filed with the Oceanside Police Department.

All CONTRACTOR's vehicles shall contain a cellular phone or two-way radio, First-Aid kit, and be marked with the CONTRACTOR's insignia.

CONTRACTOR's personnel shall courteously provide facility participants with information regarding all facility and CITY rules and regulations and request compliance therewith.

CONTRACTOR'S personnel shall be equipped with portable communication devices enabling them to contact immediate emergency assistance.

CONTRACTOR's personnel shall have in their possession, while on duty, a valid California Guard Registration Card

CONTRACTOR's personnel working at the Civic Center shall take work breaks off site.

2.1.3. CONTRACTOR shall be required to maintain a log (record) for each work assignment carried out under this Agreement. Said log shall contain, but not be limited to: entries of the number of and names of CONTRACTOR's personnel working, any and all incidents of vandalism or damage to property, injury to persons, names and/or descriptions of any victims, suspects and witnesses and time of occurrences or discovery. The above-mentioned information shall be made available to the CITY within 24 hours of occurrence or 48 hours if a weekend or holiday is involved.

2.1.4. While performing their duties under this Agreement, CONTRACTOR's personnel shall be routinely checked upon by a member of CONTRACTOR's supervisory staff. Such inspections shall not be less than once per work shift. CONTRACTOR's supervisory staff shall be present during all changes in work shifts to insure a smooth transition of its work force.

2.1.5. CONTRACTOR shall perform such other duties as mutually agreed upon, in writing, insofar as such duties relate to the intent of this Agreement.

2.1.6. CONTRACTOR shall be responsible for the monitoring of a fully operable security system at locations designated by the CITY and timely calling of appropriate authorities upon evidence of a system malfunction or possible breach of security.

2.1.7 CONTRACTOR shall provide opening and closing reports upon request by the CITY.

2.1.8. Holidays shall not be considered unique in this Agreement.

2.2. **TIMING REQUIREMENTS.** Time is of the essence in the performance of work under this Agreement and the following timing requirements shall be strictly adhered to, unless otherwise modified in writing by mutual agreement of both parties. Failure by CONTRACTOR to strictly adhere to these timing requirements may result in termination of this Agreement by the CITY, and the assessment of damages against the CONTRACTOR for delays.

2.2.1. CONTRACTOR's personnel shall be at the site, as requested by the CITY, at the scheduled time.

3. **SERVICES TO BE PROVIDED BY CITY.** CITY shall perform the following services:

Provide access to all CITY facilities, as deemed necessary by CITY, for CONTRACTOR to carry out its duties while engaged in the performance of this Agreement.

For those facilities with Burglary Alarm Service, the CITY represents and agrees to furnish CONTRACTOR at all times with a current written list of users and individual signatures of all persons who are authorized to be in and about the premises during closed periods to properly test and set the burglar alarm system on every closing and to properly turn off the system on each opening. To test any capacitance or other electronic equipment according to procedures prescribed by CONTRACTOR prior to setting the alarm system for closed periods and to notify CONTRACTOR promptly if such equipment fails to respond to the test; to use the equipment properly and to follow proper operating procedures.

CONTRACTOR, on receipt of a burglar alarm signal from the CITY's premises, will endeavor to send its representative to said premises to await the arrival of the local police authorities or the CITY's representative, and, if provided with a key to the premises, CONTRACTOR's representative will admit the aforementioned parties. It being further provided that CONTRACTOR's representative will take no action of any nature whatsoever to hold or cause the arrest of any person or persons.

For those facilities with fire alarm service, CONTRACTOR agrees to transmit notice of the alarm to the appropriate CITY fire department after receipt in its central station of all fire alarm signals from the CITY's premises.

4. **INDEPENDENT CONTRACTOR.** CONTRACTOR's relationship to the CITY shall be that of an independent CONTRACTOR. CONTRACTOR shall have no authority, express or implied, to act on behalf of the CITY as an agent, or to bind the CITY to any obligation whatsoever, unless specifically authorized in writing by the City Manager. CONTRACTOR shall be solely responsible for the performance of any of its employees, agents, or subcontractors under this Agreement. CONTRACTOR shall report to the CITY any and all employees, agents and consultants performing work in connection with this project, and all shall be subject to the approval of the CITY.

5. **CITY BUSINESS LICENSE.** Prior to the commencement of any work under this Agreement, the CONTRACTOR shall obtain and present a copy to the City Manager of either a CITY of Oceanside Business License, or a written verification from the CITY Business License Division that a City Business License is not required for this Agreement.

6. **WORKERS' COMPENSATION.** Pursuant to Labor Code Section 1861, the CONTRACTOR hereby certifies that the CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and the CONTRACTOR will comply with such provisions, and provide certification of such compliance as a part of these Award Documents. The certification shall be in accordance with Subsections 7.3 through 7.7 of this Agreement.

7. **LIABILITY INSURANCE.** CONTRACTOR shall, throughout the duration of this Agreement maintain comprehensive general liability and property damage insurance, or commercial general liability insurance, covering all operations of CONTRACTOR, its agents and employees, performed in connection with this Agreement including but not limited to use of force, premises and automobile, and extended coverage to include false arrest, wrongful detention and invasion of privacy.

7.1. CONTRACTOR shall maintain the following minimum limits:

**General Liability**

Combined Single Limit Per Occurrence	\$ 1,000,000
General Aggregate	\$ 1,500,000

**Automobile Liability**

Combined Single Limit Per Occurrence	\$ 1,000,000
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7.2. All insurance companies affording coverage to the CONTRACTOR shall be required to add the CITY of Oceanside as additional "insured" under the insurance policy for all work performed in accordance with this Agreement.

7.3. All insurance companies affording coverage to the CONTRACTOR shall be insurance organizations authorized by the Insurance Commissioner of the State Department of Insurance to transact business of insurance in the State of California.

7.4. All insurance companies affording coverage shall provide thirty (30) day written notice to the CITY of Oceanside should the policy be canceled before the expiration date. For the purposes of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation.

7.5. CONTRACTOR shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance, in a form satisfactory to the City Attorney, concurrently with the submittal of this Agreement.

7.6. CONTRACTOR shall provide a substitute certificate of insurance no later than thirty (30) days prior to the policy expiration date. Failure by the CONTRACTOR to provide such a substitution and extend the policy expiration date shall be considered a default by CONTRACTOR and may subject the CONTRACTOR to a suspension or termination of work under the Agreement.

7.7. Maintenance of insurance by the CONTRACTOR as specified in this Agreement shall in no way be interpreted as relieving the CONTRACTOR of any responsibility whatever and the CONTRACTOR may carry, at its own expense, such additional insurance as it deems necessary.

7.8. **PROFESSIONAL ERRORS AND OMISSIONS INSURANCE.** CONTRACTOR shall, throughout the duration of this Agreement, maintain professional errors and omissions insurance for work performed in connection with this Agreement in the minimum amount of Five Hundred Thousand Dollars (\$500,000).

CONTRACTOR shall provide evidence of compliance with these insurance requirements by providing a certificate of insurance pursuant to Subsections 7.3 through 7.7.

7.9. CONTRACTOR's naming of the CITY as an additional insured in its liability policy(ies) pursuant to this contract, shall afford coverage only for the negligent performance of activities by CONTRACTOR for the CITY pursuant to this contract, be limited by the terms and conditions appearing in such contract, and in no event be construed for any purpose so as to make CONTRACTOR or its insurer liable for the acts or omissions of the CITY, its agents, servants or employees.

CONTRACTOR shall provide an original certificate of insurance upon the CITY's signing of this addendum.

## 8. **INDEMNIFICATION.**

8.1. CONTRACTOR shall indemnify and hold harmless the CITY, its officers, agents and employees from and against any loss, damage, injury, liability, claim, demand, or lien (including the payment of all damages, expenses, cost and attorney's fees) for injury to person or property, or death of a person, resulting from the sole or gross negligence or willful misconduct of CONTRACTOR, its employees, agents or subcontractors, arising out of the performance of this agreement. CONTRACTOR shall not indemnify or hold harmless CITY, its officers, agents and employees, from and against any loss, damage, injury, liability, claim or lien for injury to person or property, or death of any person

resulting from the sole or gross negligence or willful misconduct of CITY, its officers, agents and employees, or defect on the premises, or for any strict liability or liability without fault which is imposed on or sought to be imposed on CITY. The CITY shall notify CONTRACTOR promptly of any known written claims or demands against it in connection herewith.

8.2. CITY shall indemnify and hold harmless CONTRACTOR, its employees, agents or subcontractors, from and against any loss, damage, injury, liability, claim, demand or lien (including the payment of all damages, expenses, cost and attorney's fees) for injury to person or property, or death of a person, resulting from the sole or gross negligence or willful misconduct of the CITY or its officers, agents and employees or defect on the premises, or for any strict liability or liability without fault which is imposed on or sought to be imposed on CITY, its officers, agents and employees. CITY shall not indemnify or hold harmless CONTRACTOR, its employees, agents or subcontractors, from and against any loss, damage, injury, liability, claim or lien for injury to person or property, or death of any person resulting from the sole or gross negligence or willful misconduct of CONTRACTOR, its employees, agents or subcontractors. CONTRACTOR shall notify CITY promptly of any known written claims or demands against it in connection herewith.

8.3. CONTRACTOR's indemnification of CITY shall not be limited by any prior or subsequent declaration by the CONTRACTOR.

9. **NO CONFLICT OF INTEREST.** The CONTRACTOR shall not be financially interested in any other CITY contract for this project. For the limited purposes of interpreting this section, the CONTRACTOR shall be deemed a "CITY officer or employee", and this section shall be interpreted in accordance with Government Code Section 1090. In the event that the CONTRACTOR becomes financially interested in any

other CITY contract for this project, that other contract shall be void. The CONTRACTOR shall indemnify and hold harmless the CITY, under Section 8 above, for any claims for damages resulting from the CONTRACTOR's violation of this Section.

10. **COMPENSATION.** CONTRACTOR shall be compensated for services rendered to CITY in accordance with the attached schedule, marked Exhibit "A", attached hereto and incorporated herein by reference. No rate changes shall be made during the term of this Agreement without prior written approval of the CITY. CONTRACTOR's compensation for all work performed in accordance with this Agreement shall not exceed prices indicated in said Exhibit "A".

10.1 CONTRACTOR shall perform no work in excess of the total contract price without prior written approval of the City Manager. The hourly rates and extended services rates from Exhibit "A" shall be the bases for all additional work performed by CONTRACTOR. CONTRACTOR shall obtain approval of the City Manager prior to performing any work, which results in incidental expenses to CITY.

10.2. CONTRACTOR shall maintain account records including the following information:

Names and title of employees or agents, types of work performed, and times and dates of all work performed in connection with this Agreement which is billed on an hourly basis.

10.3. CONTRACTOR's accounting records shall be made available to the CITY Manager, for verification of billings, within a reasonable time of the City Manager's request for inspection.

10.4 CONTRACTOR shall submit monthly invoices to CITY. CITY shall make payments to CONTRACTOR not to exceed the actual contract prices set forth in said Exhibit "B" within thirty (30) days of receipt of invoice, subject to the approval of the Community Services Director.

11. **TERMINATION OF AGREEMENT.** If either party ("demanding party") has a good faith belief that the other party ("defaulting party") is not complying with the terms of this Agreement, the demanding party shall give written notice of the default (with reasonable specificity) to the defaulting party and demand the default to be cured within ten days of the notice.

If the defaulting party fails to cure the default within ten days of the notice, or, if more than ten days are reasonably required to cure the default and the defaulting party fails to give adequate assurance of due performance within ten days of the notice, the demanding party may terminate this agreement upon written notice to the defaulting party.

If any portion of the work is terminated or abandoned by the CITY, then the CITY shall pay CONTRACTOR for any work completed up to and including the date of termination or abandonment of this Agreement, in accordance with the Compensation Section 11. The CITY shall be required to compensate CONTRACTOR only for work performed in accordance with the Agreement up to and including the date of termination.

12. **ASSIGNMENT AND DELEGATION.** This Agreement and any portion thereof shall not be assigned or transferred, nor shall any of the CONTRACTOR's duties be delegated, without the express written consent of the CITY. Any attempt to assign or delegate this Agreement without the express written consent of the CITY shall be void and of no force or effect. A consent by the CITY to one assignment shall not be deemed to be a consent to any subsequent assignment.

This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

13. **ENTIRE AGREEMENT.** This Agreement comprises the entire integrated understanding between CITY and CONTRACTOR concerning the work to be performed for this project and supersedes all prior negotiations, representations or agreements.

14. **AGREEMENT MODIFICATION**. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto.

15. **INTERPRETATION OF THE AGREEMENT**. The interpretation, validity and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. The Agreement does not limit any other rights or remedies available to CITY.

The CONTRACTOR shall be responsible for complying with all Local, State and Federal laws whether or not said laws are expressly stated or referred to herein.

Should any provision herein be found or deemed to be invalid, the Agreement shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect, and to this end the provisions of this Agreement are severable.

16. **LIMITATION ON LIABILITY**.

16.1. It is understood that CONTRACTOR is not an insurer; that the sums payable hereunder to CONTRACTOR by the CITY are based upon the value of services offered and the scope of liability undertaken and such sums are not related to the value of property belonging to the CITY or to others located on the CITY's premises. In particular, the CONTRACTOR does not insure that the CITY's alarm systems are maintained in good working order.

16.2. The parties agree that the services that CONTRACTOR agrees to render are intended to protect against certain contingencies but that contractor cannot and does not guarantee or warrant that the City will not incur damages or losses caused by hazards and contingencies against which the services provided by the CONTRACTOR are intended to protect against. It is further agreed that there are no third party beneficiaries to this agreement and that the CONTRACTOR's liability for CITY's property losses and damages allegedly caused by CONTRACTOR's failure to perform or negligent performance of CONTRACTOR's obligations shall be limited to \$5,000.00 except to the extent that they result directly or indirectly from the CONTRACTOR's willful, malicious or grossly negligent acts or omissions.

17. **ATTORNEY'S FEES**. In the event any legal action or proceeding is commenced to interpret or enforce the terms of, or obligations arising out of, this Agreement, or to recover damages for the breach thereof, the party prevailing in any such action or proceeding shall be entitled to recover from the non-prevailing party all reasonable attorney's fees, costs and expenses incurred by the prevailing party.

18. **NOTICES.** All notices, demands, requests, consents or other communications which this Agreement contemplates or authorizes, or requires or permits either party to give to the other, shall be in writing and shall be personally delivered or mailed to the respective party as follows:

To CITY:  
Property Management  
City of Oceanside  
300 N. Coast Highway  
Oceanside, CA 92054

To CONTRACTOR:  
Rancho Santa Fe Patrol and Guard Services  
1991 Village Park Way #100  
Encinitas, CA 92024

Either party may change its address by notice to the other party as provided herein.

Communication shall be deemed to have been given and received on the first to occur of (i) actual receipt at the offices of the party to whom the communication is to be sent, as designated above, or (ii) three working days following the deposit in the United States Mail of registered or certified mail, postage prepaid, return receipt requested, addressed to the offices of the party to whom the communication is to be sent, as designated above.

**18. SPECIAL PROVISIONS.** The month of December 1998 shall be a turnover period. The current security provider, Borg-Warner shall be responsible for security until CONTRACTOR assumes responsibility in writing no later than January 1, 1999. CONTRACTOR shall bill the CITY according to the amount of service CONTRACTOR provides during this period.

**18.1 YEAR 2000 COMPLIANT.** The CONTRACTOR represents and warrants that the product(s) and services for this agreement are Year 2000 compliant. Year 2000 compliant means information technology that accurately processes date/time data (including, but not limited to, calculating, comparing and sequencing) font into and between the twentieth and twenty-first centuries, and the years 1999 and 2000 leap year calculations. THE year 2000 compliant information technology, when used in combination with other information technology, shall accurately process date/time data if the other information technology property exchanges date/time data with it. This warranty shall survive the expiration or termination of this contract.

**18.2** Services provided by the CONTRACTOR to the CITY shall not be disrupted by Year 2000 computer transitions on the part of the CONTRACTOR. The CONTRACTOR represents and warrants that all computer systems and software used by the CONTRACTOR on CITY products and/or software will be Year 2000 compliant prior to December 1, 1999.

20. **SIGNATURES.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the CONTRACTOR and the CITY.

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Professional Services Agreement.

**CONTRACTOR**

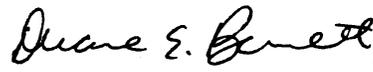
  
\_\_\_\_\_  
Rancho Santa Fe Patrol & Guard Services, Inc.  
Ron Boever, President

DATE 11/20/98

**CITY OF OCEANSIDE**

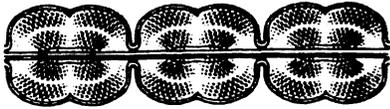
  
\_\_\_\_\_  
CITY MANAGER

DATE 5-6-99

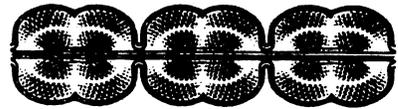
  
\_\_\_\_\_  
CITY ATTORNEY

**NOTARY ACKNOWLEDGMENTS OF LESSEE'S SIGNATURE (S) MUST BE ATTACHED**

CALIFORNIA



ALL-PURPOSE



ACKNOWLEDGEMENT

STATE OF CALIFORNIA )

COUNTY OF SAN DIEGO )

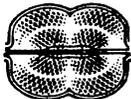
On Nov. 20, 1998 before me, Laurie A. Schmid, Notary Public,  
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared, Ron Boever

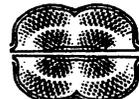
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is are subscribed to the within instrument and acknowledged to me that he she/ they executed the same in his her/their authorized capacity(ies), and that by his her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Laurie A. Schmid (SEAL)  
NOTARY PUBLIC SIGNATURE



OPTIONAL INFORMATION



TITLE OR TYPE OF DOCUMENT \_\_\_\_\_

DATE OF DOCUMENT \_\_\_\_\_ NUMBER OF PAGES \_\_\_\_\_

SIGNER(S) OTHER THAN NAMED ABOVE \_\_\_\_\_

**EXHIBIT 'A'**

**CONTRACT LEVEL  
OF SERVICE**

**INCREASED LEVEL  
OF SERVICE**

Alarm monitoring \$6,547.50

**Parks**

Close restrooms, gates and drive  
arounds at Fireside Park \$15,550

Opening restrooms,  
gates and drive arounds at  
Fireside Park \$15,550

Walking guard at John Landus  
and Balderrama Parks 1560 hours \$18,720

Walking guard at John Landus  
and Balderrama Parks 2538 hours \$30,456

Beach restroom lock-up \$3,180

Civic Center. Monday – Friday 24 hours  
a day. 12 hours on Saturday. 6864 hours \$78,936

**TOTAL \$122,933.50**

**Special Requirements**

Farmers Market (per day)	\$48.00
Hourly rate for additional unarmed guard service	\$12.00/18.00
Hourly rate for additional armed guard service	\$16.00/22.00
Hourly rate for Civic Center walking guards	\$11.50*
Hourly rate for Parks walking guards	\$12.00**
Cost per Civic Center walk-thru	\$17.50
Cost per Civic Center drive/walk-thru	\$21.50
Cost per Civic Center drive-thru	\$4.25

\* Used to determine cost of walking guards at Civic Center.

\*\* Used to determine cost of walking guards at Parks.

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OCEANSIDE  
AMENDING THE BUDGET FOR THE 2004-2006 FISCAL YEARS**

**WHEREAS**, Resolution No.04-R438-1 approving the operating budget for fiscal year 2004-2006 was adopted on June 16, 2004; and

**WHEREAS**, the City Manager has recommended and the City Council desires to approve certain amendments to said budget;

**NOW, THEREFORE**, the City Council of the City of Oceanside does resolve as follows: that the Financial Services Director is authorized to amend the budget as requested and to record interfund cash transfers as required in accordance with this resolution and Resolution No. 04-R438-1 adopting the operating budget for fiscal year 2004-2006 is hereby amended as follows:

Reviewed by Financial Services *[Signature]*

**PURPOSE**

To appropriate \$18,100 from General Fund Unallocated Fund Balance to fund an extension of the Rancho Santa Fe Security Systems contract.

**IN ORDER TO ACCOMPLISH THIS PURPOSE, THE FOLLOWING ACCOUNTING ENTRY IS NEEDED**

ADDITION	ACCOUNT NUMBER & NAME	AMOUNT
(101)	101.6990.00851 Trns-t Bldg Svcs Fund	\$ 18,100
(851)	851.414870.5257 Contract Services	18,100
SOURCE	ACCOUNT NUMBER & NAME	AMOUNT
101.3301	Fund Balance	\$ 18,100
8510.4990.00101	Trns-f Gen Fund	18,100
<b>FUND: (101)</b>	<b>General Fund</b>	
<b>(851)</b>	<b>City Building Service Fund</b>	

**PASSED AND ADOPTED** by the City Council of the City of Oceanside this \_\_\_ day of \_\_\_\_\_, 2005, by the following vote:

**AYES:**  
**NAYS:**  
**ABSENT:**  
**ABSTAIN:**

**ATTEST:**

\_\_\_\_\_  
**MAYOR OF THE CITY OF OCEANSIDE**

\_\_\_\_\_  
**CITY CLERK**