

Memo

Carmichael



RECREATION AND
PARK DISTRICT

To: Advisory Board of Directors

From: Mike Blondino, District Administrator
James Perry, Park Services Manager
Ingrid Penney, Administrative Services Manager

Subject: Park Ranger Services Agreement with Guardian Protection Force, Inc –
First Amendment

Date: September 19, 2024

Introduction/Background:

CRPD has contracted with Guardian Protection Force, Inc. since July 1, 2023 to provide unarmed security guards for all facility rentals with alcohol, some special events, and when needed for sport leagues. CRPD has successfully provided unarmed security officers with the necessary training and tools to perform security services.

When CRPD lost its long-term provider, Austin Security earlier this month we approached Guardian for a proposal to provide site walk through, gate open and/or closure services, and daily written activity reports.

Scope of Requested Services:

Locations: Carmichael Park
Sutter Jensen Community Park – both Jensen Botanical and Sutter
Community Garden
Del Camp Park

Gate openings: Holidays and/or other days as requested in writing

Gate closures: 365 days per year

Guardian provided a proposal to provide such services at a \$20 per patrol fee.

Discussion:

Because we had already gone out for bid for security services and Guardian Protection Force Inc. was awarded the contract, we were able to amend the current agreement. Guardian has the necessary unarmed security personnel to carry out the scope of the added services.

Recommendation:

Staff recommends that the Advisory Board of Directors of the Carmichael Recreation and Park District approve the First Amendment to the Park Ranger Service Agreement between the Carmichael Recreation & Park District and Guardian Protection Force Inc., and to authorize the District Administrator or designee to execute the First Amendment.

Attachments:

Guardian Protection Force, Inc. Proposal

CRPD List of Locations and Requested Services

Executed Agreement dated July 1, 2023

Proposed First Amendment dated September 20, 2024

Guardian Protection Force Inc.

11160 Sunrise
Rancho Cordova, CA
95670
Office: (866) 921-9490
Fax: (866) 921-9590
gpfsecuritycorp.com



"High Quality Security

Services You Can Trust"



Guardian Protection Force Inc.,

Office: (866) 921-9484 | Fax: (866) 921-9590 | 11160 Sunrise Rancho Cordova, CA 95670



PPO 18009

Carmichael Recreation & Park District

James,

I'd like to begin by saying thank you for considering Guardian Protection Force Inc., to partner with your organization and provide a quality security service.

There are a variety of services Guardian Protection Force Inc., has invested in making available to a diverse portfolio of clients. These services range from uniformed security officers, executive protection to security consulting and everything in between.

Below is an estimate I have put together based on your most recent request for services.

Please feel free to contact me at your convenience you are always welcome to contact me 24/7 with any questions or concerns. In the mean time you're invited to visit our website at www.gpfsecuritycorp.com

Thank you for your time,

Garrett Thomas
COO

1024 Iron Point Road
Folsom, CA 95630
Phone: (866) 921-9484
Direct: (916) 275-4704

Our Packages:

Solutions	Rate	Package Includes:	Term
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Guardian Protection Force Inc.,

Office: (866) 921-9484 | Fax: (866) 921-9590 | 1024 Iron Point Road,
Folsom, CA 95630
PPO 18009



<p>Security Patrol Services</p>	<p>\$20/Patrol</p> <p>Carmichael Park – Hours of operation: Dawn to 10PM 365 days a year 5750 Grant Ave. Carmichael, CA. 95608 Carmichael Park is a 37 acre Park and has 4 gates, 1 outdoor restroom (2 doors) that need to be cleared and secured</p> <p>Jensen Botanical Garden- Hours of operation: Dawn to Dusk 365 days a year 8520 Fair Oaks Blvd. Carmichael 95608 Jensen has 1 parking lot to clear and 1 gate secure</p>	<p>-1 Dedicated Account Manager</p> <p>-Written Daily Activity Reports</p> <p>- Site Walk Through</p>	<p><i>30 Days Notice Of Cancellation</i></p>
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Guardian Protection Force Inc.,

Office: (866) 921-9484 | Fax: (866) 921-9590 | 1024 Iron Point Road,
Folsom, CA 95630
PPO 18009



	<p>Sutter Community Garden- Hours of operation: Dawn to Dusk 365 days a year 6917 Sutter Ave. Carmichael 95608 Sutter has 1 parking lot to clear and 1 gate to secure</p> <p>Del Campo Park- Hours of operation: Dawn to Dusk 365 days a year Terminus of Heathcliff Dr. Del Campo has 1 parking lot to clear and 1 gate to secure</p>		

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PPO 18009



Our Mission Statement:

At Guardian Protection Force Inc., we aim to provide a high quality security service. To provide a service that stands out above other private security services, one which includes security solutions. We aim to offer an environment which pursues family, ethics, loyalty, integrity, and an emphasis on quality customer service, and a leading security service.

Why Choose Us:

Guardian Protection Force Inc., is a professional security solution available at a competitive rate. We have the highest standards for employees as well as management, including additional training outside of state requirements.

We work diligently to provide Solutions for all your safety & security needs, including but not limited to;

- All Inclusive Employee Safety Seminar Packages
- CPR, AED, & Basic First Aid Certification for Employees & Supervisors
- Basic Self Defense Courses
- Event Security Specialists
- Executive Protection Agents, & More!

To Learn More:



www.gpfsecuritycorp.com

@ GPF_Security

facebook.com/GuardianProtectionForce

Carmichael Recreation and Park District – Scope of Service

Park/Gate closures 365 days a year along with park opening/closing on specific Holidays. The Parks, addresses and, Holidays are below:

Carmichael Park – Hours of operation: Dawn to 10PM 365 days a year

5750 Grant Ave.

Carmichael, CA. 95608

Carmichael Park is a 37-acre Park that has 4 gates and 1 outdoor restroom (2 doors) that need to be cleared and secured

Jensen Botanical Garden- Hours of operation: Dawn to Dusk 365 days a year

8520 Fair Oaks Blvd.

Carmichael 95608

Jensen has 1 parking lot to clear and 1 gate secure

Sutter Community Garden- Hours of operation: Dawn to Dusk 365 days a year

6917 Sutter Ave.

Carmichael 95608

Sutter has 1 parking lot to clear and 1 gate to secure

Del Campo Park- Hours of operation: Dawn to Dusk 365 days a year

Terminus of Heathcliff Dr.

Del Campo has 1 parking lot to clear and 1 gate to secure

Holidays:

New Year's Day Martin Luther King Day

President's Day Memorial Day

Independence Day Labor Day

Veteran's Day

Thanksgiving Day after Thanksgiving

Christmas Day

**AGREEMENT FOR PARK RANGER SERVICES
BETWEEN THE CARMICHAEL RECREATION & PARK DISTRICT AND
GUARDIAN PROTECTION FORCE INC.**

THIS AGREEMENT is made and entered into as of this 1st day of July , 2023, by and between Carmichael Recreation and Park District, a park district existing under authority of Public Resources Code (Section 5780,et seq.), hereinafter referred to as "CRPD," and Guardian Protection Force Inc., hereinafter referred to as "CONTRACTOR."

RECITALS

WHEREAS, CRPD desires to obtain services from a qualified, licensed contractor to provide security services at various park locations;

WHEREAS, the parties desire to work together to protect the public resources entrusted to their care; and

WHEREAS, CRPD and CONTRACTOR desire to enter into this Agreement whereby CONTRACTOR provides security services to CRPD on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, CRPD and CONTRACTOR agree as follows:

I. SCOPE OF SERVICES

CONTRACTOR shall provide Unarmed security services to CRPD as follows:

- A. The services provided shall be scheduled as needed, pursuant to a schedule request by CRPD.
- B. CONTRACTOR'S Unarmed security officers will respond to property emergencies while on duty, identify park/facility users and discourage trespassing, assist in orderly compliance of rules and regulations, parking control, and curfew. The main function of the security officers will be to observe and report. Any additional, specific services shall be provided in accordance with written orders; hereafter referred to as the "Post Orders" that are mutually agreed upon between the parties.
- C. CRPD authorizes any CONTRACTOR employee, supervisor, officer, or director to enter protected property whenever necessary to perform the Services.
- D. CONTRACTOR will provide its officers with uniforms, badges and all necessary equipment, specified herein. Officers will not carry weapons of any type, unless agreed to in writing prior to the inception of all non-lethal or lethal armed services.

II. TERM

This Agreement shall be effective and commence as of the date first written above and shall continue in full force and effect until June 30, 2025 or terminated by one of the parties pursuant to paragraph XXIII herein.

III. NOTICE

Any notice, demand, request, consent, or approval that either party hereto may or is required to give the other pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by mail, addressed as follows:

TO CRPD

Mike Blondino, District Administrator
5750 Grant Ave
Carmichael, CA 95608

TO CONTRACTOR

GUARDIAN PROTECTION FORCE INC.
1024 Iron Point Road
Folsom, CA 95630

Either party may change the address to which subsequent notice and/or other communications can be sent by giving written notice designating a change of address to the other party, which shall be effective upon receipt.

IV. COMPLIANCE WITH LAWS

CONTRACTOR shall observe and comply with all applicable Federal, State, and County laws, regulations and ordinances.

V. GOVERNING LAWS AND JURISDICTION

This Agreement shall be deemed to have been executed and to be performed within the State of California and shall be construed and governed by the internal laws of the State of California. Any legal proceedings arising out of or relating to this Agreement shall be brought in Sacramento County, California.

VI. LICENSES AND PERMITS

CONTRACTOR shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, County of Sacramento and all other appropriate governmental agencies, including any certification and credentials required by CRPD. CONTRACTOR shall certify that all Guards will possess a current and active Guard Card issued and regulated by the Bureau of Security and Investigative Services (BSIS), requiring both a DOJ and FBI background check with no felonies nor violent misdemeanors record. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by CRPD.

VII. PERFORMANCE STANDARDS

CONTRACTOR shall perform its services under this Agreement in accordance with the industry and/or professional standards applicable to CONTRACTOR'S services.

VIII. STATUS OF CONTRACTOR

- A. It is understood and agreed that CONTRACTOR (including CONTRACTOR'S employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto. CONTRACTOR'S assigned personnel shall not be entitled to any benefits payable to employees of CRPD. CRPD is not required to make any deductions or withholdings from the compensation payable to CONTRACTOR under the provisions of this agreement; and as an independent contractor, CONTRACTOR hereby indemnifies and holds CRPD harmless from any and all claims that may be made against CRPD based upon any contention by any third party that an employer- employee relationship exists by reason of this agreement.
- B. It is further understood and agreed by the parties hereto that CONTRACTOR in the performance of its obligation hereunder is subject to the control or direction of CRPD as to the designation of tasks to be performed, the results to be accomplished by the services hereunder agreed to be rendered and performed, and not the means, methods, or sequence used by CONTRACTOR for accomplishing the results.
- C. If, in the performance of this agreement, any third persons are employed by CONTRACTOR, such person shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR, and the CRPD shall have no right or authority over such persons or the terms of such employment.
- D. It is further understood and agreed that as an independent contractor and not an employee of CRPD, neither the CONTRACTOR nor CONTRACTOR'S assigned personnel shall have any entitlement as a CRPD employee, right to act on behalf of CRPD in any capacity whatsoever as agent, nor to bind CRPD to any obligation whatsoever. CONTRACTOR shall not be covered by worker's compensation; nor shall CONTRACTOR be entitled to compensated sick leave, vacation leave, retirement entitlement, participation in group health, dental, life and other insurance programs, or entitled to other fringe benefits payable by the CRPD to employees of the CRPD.
- E. It is further understood and agreed that CONTRACTOR must issue W-2 and 941 Forms for income and employment tax purposes, for all of CONTRACTOR'S assigned personnel under the terms and conditions of this agreement.
- F. CONTRACTOR will be responsible for hiring, training, and supervision of all security officers.

IX. CONTRACTOR IDENTIFICATION

CONTRACTOR shall provide the CRPD with the following information for the purpose of compliance with California Unemployment Insurance Code section 1088.8 and Sacramento CRPD Code Chapter 2.160: CONTRACTOR'S name, address, telephone number, social security number, and whether dependent health insurance coverage is available to CONTRACTOR.

X. COMPLIANCE WITH CHILD, FAMILY AND SPOUSAL SUPPORT REPORTING OBLIGATIONS

- A. CONTRACTOR'S failure to comply with state and federal child, family and spousal support reporting requirements regarding a contractor's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and spousal support obligations shall constitute a default under this Agreement.
- B. CONTRACTOR'S failure to cure such default within 90 days of notice by CRPD shall be grounds for termination of this Agreement.

XI. BENEFITS WAIVER

If CONTRACTOR is unincorporated, CONTRACTOR acknowledges and agrees that CONTRACTOR is not entitled to receive the following benefits and/or compensation from CRPD: medical, dental, vision and retirement benefits, life and disability insurance, sick leave, bereavement leave, jury duty leave, parental leave, or any other similar benefits or compensation otherwise provided to permanent civil service employees pursuant to the County Charter, the County Code, the Civil Service Rules, the Sacramento County Employees' Retirement System and/or any and all memoranda of understanding between CRPD and its employee organizations. Should CONTRACTOR or any employee or agent of CONTRACTOR seek to obtain such benefits from CRPD, CONTRACTOR agrees to indemnify and hold harmless CRPD from any and all claims that may be made against CRPD for such benefits.

XII. CONFLICT OF INTEREST

CONTRACTOR and CONTRACTOR'S officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property or source of income which could be financially affected by or otherwise conflict in any manner or degree with the performance of services required under this Agreement.

XIII. NONDISCRIMINATION IN EMPLOYMENT, SERVICES, BENEFITS AND FACILITIES

- A. CONTRACTOR agrees and assures CRPD that CONTRACTOR and any subcontractors shall comply with all applicable federal, state, and local Anti-

discrimination laws, regulations, and ordinances and to not unlawfully discriminate, harass, or allow harassment against any employee, applicant for employment, employee or agent of CRPD, or recipient of services contemplated to be provided or provided under this Agreement, because of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age (over 40), medical condition (including HIV and AIDS), or physical or mental disability. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment, the treatment of CRPD employees and agents, and recipients of services are free from such discrimination and harassment.

- B. CONTRACTOR represents that it is in compliance with and agrees that it will continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), the Fair Employment and Housing Act (Government Code §§ 12900 et seq.), and regulations and guidelines issued pursuant thereto.
- C. CONTRACTOR agrees to compile data, maintain records and submit reports to permit effective enforcement of all applicable antidiscrimination laws and this provision.
- D. CONTRACTOR shall include this nondiscrimination provision in all subcontracts related to this Agreement.

XIV. INDEMNIFICATION

To the fullest extent permitted by law, CONTRACTOR shall indemnify, defend, and hold harmless CRPD, its Advisory Board of Directors, the County, its governing Board, officers, directors, officials, employees, and authorized volunteers and agents, (collectively “Indemnified Parties”) from and against any and all claims, demands, actions, losses, liabilities, damages, and all expenses and costs incidental thereto (collectively “Claims”) including cost of defense, settlement, arbitration, and reasonable attorneys' fees, resulting from injuries to or death of persons, including but not limited to employees of either Party hereto, and damage to or destruction of property or loss of use thereof, including but not limited to the property of either Party hereto, arising out of, pertaining to, or resulting from the acts or omissions of the CONTRACTOR, its officers, employees, or agents, or the acts or omissions of anyone else directly or indirectly acting on behalf of the CONTRACTOR, or for which the CONTRACTOR is legally liable under law regardless of whether caused in part by an Indemnified Party. CONTRACTOR shall not be liable for any Claims arising from the gross negligence or willful misconduct of an Indemnified Party.

This indemnity shall not be limited by the types and amounts of insurance or self-insurance maintained by the CONTRACTOR or the CONTRACTOR’s Subcontractors. Nothing in this Indemnity shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party. The provisions of this Indemnity shall survive the expiration or termination of the Agreement.

CRPD shall notify CONTRACTOR within 24 hours of receipt of any complaint regarding CONTRACTOR'S security officers or other services. Upon request CRPD will provide a written statement of any communication between CRPD and the complainant.

XV. INSURANCE

Without limiting CONTRACTOR'S indemnification, CONTRACTOR shall maintain in force at all times during the term of this Agreement and any extensions or modifications thereto, insurance as specified in Exhibit B. It is the responsibility of CONTRACTOR to notify its insurance advisor or insurance carrier(s) regarding coverage, limits, forms and other insurance requirements specified in Exhibit B. It is understood and agreed that CRPD shall not pay any sum to CONTRACTOR under this Agreement unless and until CRPD is satisfied, by receipt of a copy of the policy or Certificate of Insurance, naming the Carmichael Recreation & Park District and the County of Sacramento as additionally insured, that all insurance required by this Agreement is in force at the time services hereunder are rendered. Failure to maintain insurance as required in this agreement may be grounds for material breach of contract.

XVI. COMPENSATION AND PAYMENT OF INVOICES LIMITATIONS

A. Compensation under this Agreement is as follows:

Rate for July 1, 2023 – June 30, 2024

Guard Total	Regular	21 Days or Less	7 Days or Less
1	\$42.00/HR	\$49.00/HR	\$54.00/HR
2	\$79.00/HR	\$94.00/HR	\$52.00/HR → \$104.00/HR
3	\$116.00/HR	\$139.00/HR	\$51.00/HR → \$153.00/HR
4	\$154.00/HR	\$184.00/HR	\$50.00/HR → \$200.00/HR

The fee agreement for July 1, 2024 - June 30, 2025 would be as follows:

Guard Total	Regular	21 Days or Less	7 Days or Less
1	\$44.00/HR	\$51.00/HR	\$55.00/HR
2	\$81.00/HR	\$96.00/HR	\$53.00/HR → \$106.00/HR
3	\$118.00/HR	\$141.00/HR	\$52.00/HR → \$156.00/HR
4	\$156.00/HR	\$186.00/HR	\$51.00/HR → \$204.00/HR

- B. Invoices shall be submitted to CRPD no later than the fifteenth (15th) day of each month following the invoice period, and CRPD shall pay CONTRACTOR within thirty (30) days after receipt of an appropriate and correct invoice.
- C. CRPD operates from a July through June fiscal year. Invoices for services provided in any fiscal year must be submitted no later than July 10. Invoices submitted after July 5 for the prior fiscal year shall not be honored by CRPD unless CONTRACTOR has obtained prior written CRPD approval to the contrary.

- D. CONTRACTOR shall maintain for four years following termination of this agreement full and complete documentation of all services and expenditures associated with performing the services covered under this Agreement. Expense documentation shall include: time sheets or payroll records for each employee; receipts for supplies; applicable subcontract expenditures; applicable overhead and indirect expenditures.
- E. In the event CONTRACTOR fails to comply with any provisions of this Agreement, CRPD may withhold payment until such non-compliance has been corrected.

XVII. SUBCONTRACTS ASSIGNMENT

- A. CONTRACTOR shall obtain prior written approval from CRPD before subcontracting any of the services delivered under this Agreement. CONTRACTOR remains legally responsible for the performance of all contract terms including work performed by third parties under subcontracts. Any subcontracting will be subject to all applicable provisions of this Agreement. CONTRACTOR shall be held responsible by CRPD for the performance of any subcontractor whether approved by CRPD or not.
- B. This Agreement is not assignable by CONTRACTOR in whole or in part, without the prior written consent of CRPD.

XVIII. AMENDMENT AND WAIVER

Except as provided herein, no alteration, amendment, variation, or waiver of the terms of this Agreement shall be valid unless made in writing and signed by both parties. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder. No interpretation of any provision of this Agreement shall be binding upon CRPD unless agreed in writing by CRPD's Administrator and counsel for CRPD.

XIX. SUCCESSORS

This Agreement shall bind the successors of CRPD and CONTRACTOR in the same manner as if they were expressly named.

XX. TIME

Time is of the essence of this Agreement.

XXI. INTERPRETATION

This Agreement shall be deemed to have been prepared equally by both of the parties, and the Agreement and its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

XXII. DISPUTES

In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between themselves. If the dispute cannot be resolved by mutual agreement, nothing herein shall preclude either party's right to pursue remedy or relief by civil litigation, pursuant to the laws of the State of California.

XXIII. TERMINATION

- A. Either party may terminate this Agreement without cause upon thirty (30) days written notice to the other party. Notice shall be deemed served on the date of mailing.
- B. CONTRACTOR shall not incur any expenses under this Agreement after notice of termination and shall cancel any outstanding expenses obligations to a third party that CONTRACTOR can legally cancel.

XXIV. AUDITS AND RECORDS

Upon CRPD's request, CRPD or its designee shall have the right at reasonable times and intervals to audit, at CONTRACTOR'S premises, CONTRACTOR'S financial and program records as CRPD deems necessary to determine CONTRACTOR'S compliance with legal and contractual requirements and the correctness of claims submitted by CONTRACTOR. CONTRACTOR shall maintain such records for a period of four years following termination of the Agreement, and shall make them available for copying upon CRPD's request at CRPD's expense.

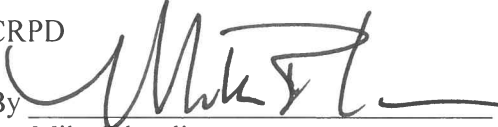
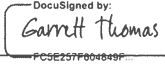
XXV. PRIOR AGREEMENTS

This Agreement constitutes the entire contract between CRPD and CONTRACTOR regarding the subject matter of this Agreement. Any prior agreements, whether oral or written, between CRPD and CONTRACTOR regarding the subject matter of this Agreement are hereby terminated effective immediately upon full execution of this Agreement.

XXVI. DUPLICATE COUNTERPARTS

This Agreement may be executed in duplicate counterparts. The Agreement shall be deemed executed when it has been signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

CRPD		GUARDIAN PROTECTION FORCE INC.
By 	By 	
Mike Blondino, District Administrator	Garrett Thomas, COO and Founder	
Date: <u>8/28/2023</u>	Date: <u>8/25/2023</u>	

REVIEWED AND APPROVED BY COUNTY COUNSEL

By: _____ Date: _____

**EXHIBIT B to Agreement
between the CARMICHAEL RECREATION AND PARK DISTRICT
hereinafter referred to as "CRPD," and
GUARDIAN PROTECTION FORCE, INC., hereinafter referred
to as "CONTRACTOR"**

**CARMICHAEL RECREATION AND PARK DISTRICT
INSURANCE REQUIREMENTS**

Without limiting CONTRACTOR's indemnification, CONTRACTOR shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the CONTRACTOR, its agents, representatives, employees, or subcontractors. CRPD shall retain the right at any time to review the coverage, form, and amount of the insurance required hereby. If in the opinion of the CRPD's Risk Manager, insurance provisions in these requirements do not provide adequate protection for CRPD and for members of the public, CRPD may require CONTRACTOR to obtain insurance sufficient in coverage, form and amount to provide adequate protection. CRPD's requirements shall be reasonable but shall be imposed to assure protection from and against the kind and extent of risks that exist at the time a change in insurance is required.

Verification of Coverage

CONTRACTOR shall furnish the CRPD with certificates evidencing coverage required below. **Copies of required endorsements must be attached to provided certificates.** CRPD's Risk Manager may approve self-insurance programs in lieu of required policies of insurance if, in the opinion of the Risk Manager, the interests of CRPD and the general public are adequately protected. All certificates, evidences of self-insurance, and additional insured endorsements are to be received and approved by the CRPD before performance commences. CRPD reserves the right to require that CONTRACTOR provide complete, certified copies of any policy of insurance including endorsements offered in compliance with these specifications.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. GENERAL LIABILITY: Insurance Services Office's Commercial General Liability occurrence coverage form CG 0001. Including, but not limited to Premises/Operations, Products/Completed Operations, Contractual, and Personal & Advertising Injury, without additional exclusions or limitations, unless approved by the CRPD'S Risk Manager.
2. AUTOMOBILE LIABILITY: Insurance Services Office's Commercial Automobile Liability coverage form CA 0001.

- a. Commercial Automobile Liability: auto coverage symbol "1" (any auto) for corporate/business owned vehicles. If there are no owned or leased vehicles, symbols 8 and 9 for non-owned and hired autos shall apply.
 - b. Personal Lines automobile insurance shall apply if vehicles are individually owned.
3. WORKERS' COMPENSATION: Statutory requirements of the State of California and Employer's Liability Insurance.
 4. PROFESSIONAL LIABILITY or Errors and Omissions Liability insurance appropriate to the Contractor's profession or services.
 5. UMBRELLA or Excess Liability policies are acceptable where the need for higher liability limits is noted in the Minimum Limits of Insurance and shall provide liability coverages that at least follow form over the underlying insurance requirements where necessary for Commercial General Liability, Commercial Automobile Liability, Employers' Liability, and any other liability coverage (other than Professional Liability) designated under the Minimum Scope of Insurance.

Minimum Limits of Insurance

CONTRACTOR shall maintain limits no less than:

1. General Liability shall be on an Occurrence basis (as opposed to Claims Made basis). Minimum limits and structure shall be:

General Aggregate:	\$2,000,000
Products Comp/Op Aggregate:	\$2,000,000
Personal & Adv. Injury:	\$1,000,000
Each Occurrence:	\$2,000,000
Fire Damage:	\$ 100,000

2. Automobile Liability:
 - a. Commercial Automobile Liability for Corporate/business owned vehicles including non-owned and hired, \$1,000,000 Combined Single Limit.
 - b. Personal Lines Automobile Liability for Individually owned vehicles, \$250,000 per person, \$500,000 each accident, \$100,000 property damage.
3. Workers' Compensation: Statutory.
4. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

5. Professional Liability or Errors and Omissions Liability: \$2,000,000 per claim and aggregate.

Deductibles and Self-Insured Retention

Any deductibles or self-insured retention that apply to any insurance required by this Agreement are the responsibility of CONTRACTOR as defined by CONTRACTOR's insurance or self-insurance programs. .

Claims Made Professional Liability Insurance

If professional liability coverage is written on a Claims Made form:

1. The "Retro Date" must be shown, and must be on or before the date of the Agreement or the beginning of Agreement performance by Contractor.
2. Insurance must be maintained and evidence of insurance must be provided for at least one (1) year after completion of the Agreement.
3. If coverage is cancelled or non-renewed, and not replaced with another claims made policy form with a "Retro Date" prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of one (1) year after completion of the Agreement.

Other Insurance Provisions

The insurance policies required in this Agreement are to contain, or be endorsed to contain, as applicable, the following provisions:

All Policies:

1. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than **A-VII**. CRPD's Risk Manager may waive or alter this requirement, or accept self-insurance in lieu of any required policy of insurance if, in the opinion of the Risk Manager, the interests of the CRPD and the general public are adequately protected.
2. **MAINTENANCE OF INSURANCE COVERAGE:** The CONTRACTOR shall maintain all insurance coverages in place at all times and provide CRPD with evidence of each policy's renewal ten (10) days in advance of its anniversary date. CONTRACTOR is required by this Agreement to immediately notify CRPD if they receive a communication from their insurance carrier or agent that any required insurance is to be canceled, non-renewed, reduced in scope or limits or otherwise materially changed. CONTRACTOR

shall provide evidence that such cancelled or non-renewed or otherwise materially changed insurance has been replaced or its cancellation notice withdrawn without any interruption in coverage, scope or limits. Failure to maintain required insurance in force shall be considered a material breach of the Agreement.

Commercial General Liability and/or Commercial Automobile Liability:

1. **ADDITIONAL INSURED STATUS:** CRPD and the County of Sacramento, it's Advisory Board of Directors, Board of Supervisors, its officers, directors, officials, employees, and volunteers are to be endorsed as additional insureds as respects: liability arising out of activities performed by or on behalf of the CONTRACTOR; products and completed operations of the CONTRACTOR; premises owned, occupied or used by the CONTRACTOR; or automobiles owned, leased, hired or borrowed by the CONTRACTOR. The coverage shall contain no endorsed limitations on the scope of protection afforded to the CRPD and the County of Sacramento, it's Advisory Board of Directors, Board of Supervisors, its officers, directors, officials, employees, or volunteers.
2. **CIVIL CODE PROVISION:** Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.
3. **PRIMARY INSURANCE:** For any claims related to this agreement, the CONTRACTOR's insurance coverage shall be endorsed to be primary insurance as respects to CRPD, it's Advisory Board of Directors, the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by CRPD, it's Advisory Board of Directors, the County, its officers, directors, officials, employees, or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
4. **SEVERABILITY OF INTEREST:** The CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. **SUBCONTRACTORS:** CONTRACTOR shall be responsible for the acts and omissions of all its subcontractors and shall require all its subcontractors to maintain adequate insurance

Professional Liability:

PROFESSIONAL LIABILITY PROVISION: Any professional liability or errors and omissions policy required hereunder shall apply to any claims, losses, liabilities, or damages, demands and actions arising out of or resulting from professional services provided under this Agreement.

Workers' Compensation:

WORKERS' COMPENSATION WAIVER OF SUBROGATION: The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against CRPD and County of Sacramento, its Advisory Board of Directors, Board of Supervisors, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by the CONTRACTOR.

Notification of Claim

If any claim for damages is filed with CONTRACTOR or if any lawsuit is instituted against CONTRACTOR, that arise out of or are in any way connected with CONTRACTOR's performance under this Agreement and that in any way, directly or indirectly, contingently or otherwise, affect or might reasonably affect CRPD and the County, CONTRACTOR shall give prompt and timely notice thereof to CRPD and the County. Notice shall not be considered prompt and timely if not given within thirty (30) days following the date of receipt of a claim or ten (10) days following the date of service of process of a lawsuit.

**FIRST AMENDMENT TO AGREEMENT FOR PARK RANGER SERVICES
BETWEEN CARMICHAEL RECREATION AND PARK DISTRICT AND
GUARDIAN PROTECTION FORCE LLC.**

THIS FIRST AMENDMENT TO AGREEMENT FOR PARK RANGER SERVICES SERVICE (hereinafter "First Amendment") is made and entered into this _____ day of _____, 2024, by and between **CARMICHAEL RECREATION AND PARK DISTRICT**, a Recreation and Park District formed pursuant to the California Public Resources Code (Section 5780, et seq.) (hereinafter CRPD) and **GUARDIAN PROTECTION FORCE, INC**, a California corporation (hereinafter CONTRACTOR) to amend that certain service agreement between the parties dated July 1, 2023 (hereinafter the Agreement).

RECITALS

WHEREAS, the CRPD desires to obtain services from a qualified, licensed contractor to provide gate open/closure services at various park locations;

WHEREAS, the parties desire to expand the security services under contract to protect the public resources entrusted to their care; and;

NOW, THEREFORE, IT IS MUTUALLY AGREED to amend the Agreement between the CRPD and CONTRACTOR, as follows:

1. Add E. under SCOPE OF SERVICES with:
E. Security Patrol Services. Provide site walk through, gate open and/or closure services, and written daily activity reports for Carmichael Park, Jensen Botanical Garden and Sutter

Community Garden in the Sutter Jensen Community Park, and
Del Campo Park in accordance with attached proposal.

2. Under Paragraph 16, A. COMPENSATION AND PAYMENT OF INVOICES LIMITATIONS, Compensation under this Agreement is as follows:

The fee agreement September 20, 2024 – June 30, 2025 for site walk through, gate open and/or closure, and written daily activity reports:

\$20 per patrol

Gate opening services: Holidays and/or other days as requested in writing

Gate closures: 365 days per year

3. REAFFIRMATION. Except as expressly set forth in this First Amendment, all of the terms and conditions contained in the Agreement dated July 1, 2023, shall remain in full force and effect. In the event of a conflict between any term and provision of the Agreement, the terms and provisions of this First Amendment shall control.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the respective parties hereto have executed this First Amendment to the Agreement as of the date first set forth herein and the amendments set forth herein shall be effective as of September 20, 2024.

CARMICHAEL RECREATION AND PARK DISTRICT, a Recreation and Park District formed pursuant to the California Public Resources Code (Section 5780, et seq.)

BY: _____
Mike Blondino, District Administrator

"DISTRICT"

ATTEST:

Clerk of the Advisory Board
Carmichael Recreation and Park District

CABY:

Garrett Thomas, COO and Founder

"CONTRACTOR"