



**CITY OF LODI
COUNCIL COMMUNICATION**

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Contract for Security Services at Hutchins Street Square Community Center with Lyons Security Service, Inc., of Orange (\$40,000)

MEETING DATE: August 1, 2012

PREPARED BY: Parks, Recreation and Cultural Services Interim Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute contract for security services at Hutchins Street Square Community Center with Lyons Security Service, Inc., of Orange, in the amount of \$40,000.

BACKGROUND INFORMATION: The City needs a contracted security company to monitor events at the Hutchins Street Square Community Center. The City's 2007 agreement with the current security company does not meet the City's revised contract standards.

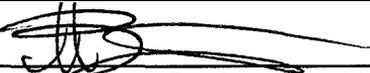
The City issued a request for proposals for security services in May, and in June received proposals from three companies. Lyons Security Service submitted the best proposal, meeting the City requirements for insurance and offering a highly competitive price of \$17 per guard per hour. In addition, Lyons Security Service's public agency customers in Sacramento County were highly complimentary of its services. Lyons Security Service is a privately held California corporation with more than 30 years of experience. The other proposals submitted were from Windwalker Security Patrol, Inc. at \$15.90 per hour (did not meet the insurance requirements) and American Custom Private Security, Inc. at \$19.50 per hour (higher than selected company).

Security guards protect the premises and patrons, and report suspicious activity to the City's event attendants and/or police. They are used only during events at Hutchins Street Square, and the large majority of their costs are passed through to renters, with the City paying for City-sponsored events.

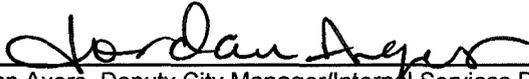
Guards will monitor the grounds and parking lot, as well as the interior, of Hutchins Street Square during events. The contract with Lyons is for three years, beginning upon execution by the City Manager and expiring July 31, 2015. The contract caps annual fees at \$40,000.

FISCAL IMPACT: The Lyons Security Service proposal reduces the City's security charge by \$1 per hour over the existing service provider. Net impact is nominal, as most guard costs are passed through to facility renters.

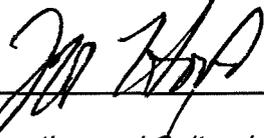
APPROVED: _____


Konradt Bartlam, City Manager

FUNDING AVAILABLE: 347112.7323 (Rentals & Events) and 347113.7323 (Theater).



Jordan Ayers, Deputy City Manager/Internal Services Director



Jeff Hood
Parks, Recreation and Cultural Services Interim Director

JH/dkb; attachments

AGREEMENT FOR PROFESSIONAL SERVICES

ARTICLE 1 PARTIES AND PURPOSE

Section 1.1 Parties

THIS AGREEMENT is entered into on August 2, 2012, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and Lyons Security Service, Inc. (hereinafter "CONTRACTOR").

Section 1.2 Purpose

CITY selected the CONTRACTOR to provide the services required in accordance with attached Scope of Services, Exhibit A, attached and incorporated by this reference.

CITY wishes to enter into an agreement with CONTRACTOR for security guard services (hereinafter "Project") as set forth in the Scope of Services attached here as Exhibit A. CONTRACTOR acknowledges that it is qualified to provide such services to CITY.

ARTICLE 2 SCOPE OF SERVICES

Section 2.1 Scope of Services

CONTRACTOR, for the benefit and at the direction of CITY, shall perform the Scope of Services as set forth in Exhibit A.

Section 2.2 Time For Commencement and Completion of Work

CONTRACTOR shall commence work pursuant to this Agreement, upon receipt of a written notice to proceed from CITY or on the date set forth in Section 2.6, whichever occurs first, and shall perform all services diligently and complete work under this Agreement based on a mutually agreed upon timeline or as otherwise designated in the Scope of Services.

CONTRACTOR shall submit to CITY such reports, diagrams, drawings and other work products as may be designated in the Scope of Services.

CONTRACTOR shall not be responsible for delays caused by the failure of CITY staff to provide required data or review documents within the appropriate time frames. The review time by CITY and any other agencies involved in the project shall not be

counted against CONTRACTOR's contract performance period. Also, any delays due to weather, vandalism, acts of God, etc., shall not be counted. CONTRACTOR shall remain in contact with reviewing agencies and make all efforts to review and return all comments.

Section 2.3 Meetings

CONTRACTOR shall attend meetings as may be set forth in the Scope of Services.

Section 2.4 Staffing

CONTRACTOR acknowledges that CITY has relied on CONTRACTOR's capabilities and on the qualifications of CONTRACTOR's principals and staff as identified in its proposal to CITY. The Scope of Services shall be performed by CONTRACTOR, unless agreed to otherwise by CITY in writing. CITY shall be notified by CONTRACTOR of any change of Project Manager and CITY is granted the right of approval of all original, additional and replacement personnel at CITY's sole discretion and shall be notified by CONTRACTOR of any changes of CONTRACTOR's project staff prior to any change.

CONTRACTOR represents it is prepared to and can perform all services within the Scope of Services (Exhibit A) and is prepared to and can perform all services specified therein. CONTRACTOR represents that it has, or will have at the time this Agreement is executed, all licenses, permits, qualifications, insurance and approvals of whatsoever nature are legally required for CONTRACTOR to practice its profession, and that CONTRACTOR shall, at its own cost and expense, keep in effect during the life of this Agreement all such licenses, permits, qualifications, insurance and approvals, and shall indemnify, defend and hold harmless CITY against any costs associated with such licenses, permits, qualifications, insurance and approvals which may be imposed against CITY under this Agreement.

Section 2.5 Subcontracts

Unless prior written approval of CITY is obtained, CONTRACTOR shall not enter into any subcontract with any other party for purposes of providing any work or services covered by this Agreement.

Section 2.6 Term

The term of this Agreement commences on August 2, 2012 and terminates upon the completion of the Scope of Services or on August 2, 2015, whichever occurs first.

ARTICLE 3
COMPENSATION

Section 3.1 Compensation

CONTRACTOR's compensation for all work under this Agreement shall conform to the provisions of the Fee Proposal, attached hereto as Exhibit B and incorporated by this reference.

CONTRACTOR shall not undertake any work beyond the scope of this Agreement unless such additional work is approved in advance and in writing by CITY.

Section 3.2 Method of Payment

CONTRACTOR shall submit invoices for completed work on a monthly basis, or as otherwise agreed, providing, without limitation, details as to amount of hours, individual performing said work, hourly rate, and indicating to what aspect of the Scope of Services said work is attributable. CONTRACTOR's compensation for all work under this Agreement shall not exceed the amount of the Fee Proposal.

Section 3.3 Costs

The Fee Proposal shall include all reimbursable costs required for the performance of the Scope of Services. Payment of additional reimbursable costs considered to be over and above those inherent in the original Scope of Services shall be approved in advanced and in writing, by CITY.

Section 3.4 Auditing

CITY reserves the right to periodically audit all charges made by CONTRACTOR to CITY for services under this Agreement. Upon request, CONTRACTOR agrees to furnish CITY, or a designated representative, with necessary information and assistance needed to conduct such an audit.

CONTRACTOR agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of this Agreement. CONTRACTOR agrees to provide CITY or its delegate with any relevant information requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. CONTRACTOR further agrees to maintain such records for a period of three (3) years after final payment under this Agreement.

ARTICLE 4
MISCELLANEOUS PROVISIONS

Section 4.1 Nondiscrimination

In performing services under this Agreement, CONTRACTOR shall not discriminate in the employment of its employees or in the engagement of any sub CONTRACTOR on the basis of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, age, or any other criteria prohibited by law.

Section 4.2 ADA Compliance

In performing services under this Agreement, CONTRACTOR shall comply with the Americans with Disabilities Act (ADA) of 1990, and all amendments thereto, as well as all applicable regulations and guidelines issued pursuant to the ADA.

Section 4.3 Indemnification and Responsibility for Damage

CONTRACTOR to the fullest extent permitted by law, shall indemnify and hold harmless CITY, its elected and appointed officials, directors, officers, employees and volunteers from and against any claims, damages, losses, and expenses (including reasonable attorney's fees), arising out of performance of the services to be performed under this Agreement, provided that any such claim, damage, loss, or expense is caused by the negligent acts, errors or omissions of CONTRACTOR, any subcontractor employed directly by CONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, except those injuries or damages arising out of the active negligence of the City of Lodi or its officers or agents.

Section 4.4 No Personal Liability

Neither the City Council, nor any other officer or authorized assistant or agent or City employee shall be personally responsible for any liability arising under this Agreement.

Section 4.5 Responsibility of CITY

CITY shall not be held responsible for the care or protection of any material or parts of the work described in the Scope of Services prior to final acceptance by CITY, except as expressly provided herein.

Section 4.6 Insurance Requirements for CONTRACTOR

CONTRACTOR shall take out and maintain during the life of this Agreement, insurance coverage as set forth in Exhibit C attached hereto and incorporated by this reference,

Section 4.7 Successors and Assigns

CITY and CONTRACTOR each bind themselves, their partners, successors, assigns, and legal representatives to this Agreement without the written consent of the others. CONTRACTOR shall not assign or transfer any interest in this Agreement without the prior written consent of CITY. Consent to **any** such transfer shall be at the sole discretion of CITY.

Section 4.8 Notices

Any notice required to be given by the terms of this Agreement shall be in writing signed by an authorized representative of the sender and shall be deemed to have been given when the same is personally served or upon receipt by express or overnight delivery, postage prepaid, or three (3) days from the time of mailing if sent by first class or certified mail, postage prepaid, addressed to the respective parties as follows:

To CITY: City of Lodi
 221 West Pine Street
 P.O. Box 3006
 Lodi, CA 95241-1910
 Attn: Jeff Hood

To CONTRACTOR: Lyons Security Service, Inc.
 2582 N. Santiago Blvd.
 Orange, CA 92687

Section 4.9 Cooperation of CITY

CITY shall cooperate fully and in a timely manner in providing relevant information it has at its disposal relevant to the Scope of Services.

Section 4.10 CONTRACTOR is Not an Employee of CITY

CONTRACTOR agrees that in undertaking the duties to be performed under this Agreement, it shall act as an independent contractor for and on behalf of CITY and not an employee of CITY. CITY shall not direct the work and means for accomplishment of the services and work to be performed hereunder. CITY, however, retains the right to require that work performed by CONTRACTOR meet specific standards without regard to the manner and means of accomplishment thereof.

Section 4.11 Termination

CITY may terminate this Agreement, with or without cause, by giving CONTRACTOR at least ten (10) days written notice. Where phases are anticipated

within the Scope of Services, at which an intermediate decision is required concerning whether to proceed further, CITY may terminate at the conclusion of any such phase. Upon termination, CONTRACTOR shall be entitled to payment as set forth in the attached Exhibit B to the extent that the work has been performed. Upon termination, CONTRACTOR shall immediately suspend all work on the Project and deliver any documents or work in progress to CITY. However, CITY shall assume no liability for costs, expenses or lost profits resulting from services not completed or for contracts entered into by CONTRACTOR with third parties in reliance upon this Agreement.

Section 4.12 Confidentiality

CONTRACTOR agrees to maintain confidentiality of all work and work products produced under this Agreement, except to the extent otherwise required by law or permitted in writing by CITY. CITY agrees to maintain confidentiality of any documents owned by CONTRACTOR and clearly marked by CONTRACTOR as “Confidential” or “Proprietary”, except to the extent otherwise required by law or permitted in writing by CONTRACTOR. CONTRACTOR acknowledges that CITY is subject to the California Public Records Act.

Section 4.13 Applicable Law, Jurisdiction, Severability, and Attorney’s Fees

This Agreement shall be governed by the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be venued with the San Joaquin County Superior Court. If any part of this Agreement is found to conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in force and effect. In the event any dispute between the parties arises under or regarding this Agreement, the prevailing party in any litigation of the dispute shall be entitled to reasonable attorney’s fees from the party who does not prevail as determined by the San Joaquin County Superior Court,

Section 4.14 City Business License Requirement

CONTRACTOR acknowledges that Lodi Municipal Code Section 3.01.020 requires CONTRACTOR to have a city business license and CONTRACTOR agrees to secure such license and pay the appropriate fees prior to performing any work hereunder.

Section 4.15 Captions

The captions of the sections and subsections of this Agreement are for convenience only and shall not be deemed to be relevant in resolving any question or interpretation or intent hereunder.

Section 4.16 Integration and Modification

This Agreement represents the entire understanding of CITY and CONTRACTOR as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing, signed by both parties.

Section 4.17 Contract Terms Prevail

All exhibits and this Agreement are intended to be construed as a single document. Should any inconsistency occur between the specific terms of this Agreement and the attached exhibits, the terms of this Agreement shall prevail.

Section 4.18 Severability

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

Section 4.19 Ownership of Documents

All documents, photographs, reports, analyses, audits, computer media, or other material documents or data, and working papers, whether or not in final form, which have been obtained or prepared under this Agreement, shall be deemed the property of CITY. Upon CITY's request, CONTRACTOR shall allow CITY to inspect all such documents during CONTRACTOR's regular business hours. Upon termination or completion of services under this Agreement, all information collected, work product and documents shall be delivered by CONTRACTOR to CITY within ten (10) calendar days.

CITY agrees to indemnify, defend and hold CONTRACTOR harmless from any liability resulting from CITY's use of such documents for any purpose other than the purpose for which they were intended.

Section 4.20 Authority

The undersigned hereby represent and warrant that they are authorized by the parties to execute this Agreement.

Section 4.21 Federal Transit Funding Conditions

If the box at left is checked, the Federal Transit Funding conditions attached as Exhibit apply to this contract. In the event of a conflict between the terms of this

contract or any of its other exhibits, and the Federal Transit Funding Conditions, the Federal Transit Funding Conditions will control.

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Agreement **as of** the date first above written.

CITY OF LODI, a municipal corporation

ATTEST:

RANDI JOHL
City Clerk

KONRADT BARTLAM, City Manager

APPROVED AS TO FORM:
D. STEPHEN SCHWABAUER, City Attorney
JANICE D. MAGDICH, Deputy City Attorney

CONTRACTOR:

By: _____


By: Kathleen Guidice
Name: Kathleen Guidice
Title: President

Attachments:
Exhibit A - Scope of Services
Exhibit B - Fee Proposal
Exhibit C - Insurance Requirements

Funding Source: _____
(Business Unit & Account No.)

Doc ID:

CA:rev.01.2012

A. Scope of Services for Hutchins Street Square Community Center

Contractor's security guards, as required by the City of Lodi at Hutchins Street Square shall act in the best interests of the City as listed below:

1. Guard arrival times are ½ hour before events, except for theatre events which arrival time is 1 hour before event. Guards are expected to display a professional image and manner at all times while on duty. Consistent with this is the expectation that guards will be alert to their surroundings at all times while on duty and will not be engaged in any activities that distract them (i.e. reading, eating, smoking, etc.) from the performance of their assigned duties. The guards are expected to remain onsite during meal breaks or be relieved by another guard during his or her meal break. Breaks shall be reported to HSS event attendant prior to onset. Eating and smoking shall occur in designated areas only.
2. Security guards, as required by the CITY, are to act in the best interests of the CITY to protect its patrons, contract employees, facilities, vehicles and guests. The security guards shall be present to monitor persons and activities in and around the designated facilities to ensure a safe environment for all individuals. The guard(s) will be required to act on behalf of the City of Lodi in an efficient, courteous, and professional manner at all times, to monitor and notify the event attendant on duty of improper or destructive behavior, and to insist that appropriate behavior prevail. Security personnel powers of arrest are no greater than that of a private citizen. The security company shall assume full liability for any of their employees in the exercising of any police authority. When necessary, the proper police authority shall be summoned. Security personnel, shall use no force unless absolutely necessary for self-defense. Security personnel shall always be cooperative with authorized emergency personnel, by providing assistance, while not interfering in the performance of their duties.
3. Hutchins Street Square will be patrolled on foot. The guard(s) will be required to perform security sweeps of the parking lots and perimeters of Hutchins Street Square Community Center as directed for the event. In addition to the security sweeps, upon arrival to Hutchins Street Square Community Center, the guard(s) will report for check in with the event attendant for site placement, depending on events requirements.
4. Guards shall make available, at any time while on duty, their security guard cards. Guards shall be expected to present cards to members of the Lodi Police Department or designated City of Lodi employees on

demand. Failure to produce a valid security guard card shall be grounds for termination of the contract.

5. All guards must be neat, clean and properly uniformed and have a clear command of the English language. The security guards must possess and exercise strong personal interactive skills in dealing with the HSS Event Staff and the public. Uniforms shall not be similar to those of the Lodi Police Department. All shirts shall be tucked in. Head covers, if worn, shall be a part of the uniform. Service provider will provide photo identification badges for all security guards assigned to work at HSS facilities.
6. All guards will be equipped with City issued radios or phones capable of communicating with other guards and their dispatch site. In addition to the radios, guards must have a cellular phone for communication with Lodi Police or other departments/individuals provided by the service provider. No personal media players will be allowed to be used by any security personnel while on duty.
7. Security guards shall arrive at Hutchins Street Square Community Center properly uniformed, with all necessary equipment to perform job satisfactorily. Additionally, guards shall refrain from socializing with any one group for any period of time unless necessitated as part of their patrol duties. Guards shall refrain from onsite visitors at all times while on duty.
8. Area of security service shall include back of sidewalk encompassed by 4 streets surrounding Hutchins Street Square: Hutchins, Rose, Walnut, and Oak Streets. See Addendum B – Map.
9. Security guards will serve as a visual deterrent to criminal and disruptive behavior for inside and outside the HSS facility.
10. Security guard(s) will patrol all parking lots as required by onsite manager or event attendant.
11. Service provider will contact onsite manager or event attendant immediately on issues that arise during supervision.
12. Security personnel are to follow specific direction of Hutchins Street Square/City of Lodi Staff at all times while on duty at the HSS facility.
13. Security guard(s) will patrol areas as specified by on site manager or event attendant via radio issued by HSS facility staff.
- 14 B. Addendum – Map of HSS facilities.

Rose Street

Auto Shop Building

Basketball Courts

Adult Day Care LMH

Senior Center

Patio

Pool (2nd Floor)

Kirst Hall

Patio

Rotunda

Alumni Plaza
(name bricks and class discs)

Vomitory

Performing Arts Theatre

Amphitheatre

Gallery

Storage RR

Crete Hall

Lobby

Lobby

Cottage

Pisano

RR

Camp Hutchins

Kitchen

Office

Vomitory

Thomas Theatre
Lodi Arts Commission Office
(2nd Floor)

Green Room

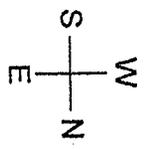
Receiving/Storage

P

Oak Street

Walnut Street

South Hutchins Street



Park and Playground



P



Exhibit B
City of Lodi
Standard Professional Services Agreement
Hutchins Street Square Security Guard Services

Security Officer: \$17.00 per hour
\$27.00 per hour for Holidays

The annual fee is not to exceed \$40,000.00.



Exhibit C

Insurance Reauirements for Contractor The Contractor shall take out and maintain during the life of this contract, insurance coverage as listed below. These insurance policies shall protect the Contractor and any subcontractor performing work covered by this contract from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from Contractor's operations under this contract, whether such operations be by Contractor or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amount of such insurance shall be as follows:

- | | |
|---|--|
| 1. <u>COMPREHENSIVE GENERAL LIABILITY</u> | 2. <u>COMPREHENSIVE AUTOMOBILE LIABILITY</u> |
| \$2,000,000 Ea. Occurrence | \$1,000,000 - Ea. Occurrence |
| \$4,000,000 Aggregate | |

NOTE: Contractor agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.).

NOTE: (1) The street address of the CITY OF LODI must be shown along with (a) and (b) above: 221 West Pine Street, Lodi, California, 95241-1910; (2) The insurance certificate must state, on its face or as an endorsement, a description of the project that it is insuring.

A copy of the certificate of insurance with the following endorsements shall be furnished to the City:

- (a) Additional Named Insured Endorsement
Such insurance as is afforded by this policy shall also apply to the City of Lodi, its elected and appointed Boards, Commissions, Officers, Agents, Employees, and Volunteers as additional named insureds.
(This endorsement shall be on a form furnished to the City and shall be included with Contractor's policies.)
- (b) Primary Insurance Endorsement
Such insurance as is afforded by the endorsement for the Additional Insureds shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the insurance afforded by this endorsement.
- (c) Completed Ooerations Endorsement
A certificate of insurance with a Completed Operations Endorsement, CG 20 37 07 04, will be provided to the City of Lodi during construction and for three years after acceptance.
- (d) Severability of Interest Clause
The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability.
- (e) Notice of Cancellation or Chanae in Coveraae Endorsement
This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 W. Pine St., Lodi, CA 95240.

Compensation Insurance The Contractor shall take out and maintain during the life of this contract, Worker's Compensation Insurance for all of Contractor's employees employed at the site of the project and, if any work is sublet, Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide insurance for the protection of said employees. A waiver of subrogation is required for workers compensation insurance. This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 W. Pine St., Lodi, CA 95240.

NOTE: No contract agreement will be signed nor will any work begin on a project until the proper insurance certificate is received by the City.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/19/2012

PRODUCER Venture Pacific Insurance Services, Inc.
27201 Puerta Real, Suite #270
Mission Viejo, CA 92691

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

www.venturepacificinsurance.com

INSURED Lyons Security Service
2582 N. Santiago Blvd. "B"
Orange CA 92867-1862

APPROVED
Risk Management
JUL 19 2012
By: *[Signature]*

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Steadfast Insurance Co

INSURER B: The Hartford Insurance Company

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR 1 GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	EOL464583801	2/2/2012	2/2/2013	\$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MEDEXP (Any one person) 5,000 PERSONAL & ADV INJURY 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EA ACC AGG \$
		EXCESS/ UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
B		WORKERS COMPENSATION AND EMPLOYERS LIABILITY <input type="checkbox"/> Y/N ANY PROPRIETOR/PARTNER/DECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	16WBQY5463	101112011	101112012	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

if required by contract, Additional Insured & Primary Wording is included as respects General Liability per attached Endorsements
 Additional Insured: City of Lodi
 Workers' Compensation Waiver of Subrogation is included per attached Endorsement

CERTIFICATE HOLDER**CANCELLATION**

City of Lodi
221 W Pine St
Lodi CA 95240

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ~~EXCEED~~ MAIL **30** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BY FAX OR BY MAIL TO THE ADDRESS~~
 NO CANCELLATION OR CLAIMS TO BE MADE ON OR AFTER THE EXPIRATION DATE.
 * 10 Days for Non-Payment of Premium.

AUTHORIZED REPRESENTATIVE

James Barton

James Barton

IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – AUTOMATIC – OWNERS, LESSEES OR
CONTRACTORS – BROAD FORM**

This endorsement modifies insurance provided under the:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. WHO IS AN INSURED (Section II) is amended to include as an insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement.**
- B.** The insurance provided to additional insureds applies only to “bodily injury”, “property damage” or “personal and advertising injury” covered under Section I, Coverage A, **BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and Coverage B, **PERSONAL AND ADVERTISING INJURY LIABILITY**, but only if:
1. The “bodily injury” or “property damage” results from your negligence; and
 2. The “bodily injury”, “property damage” or “personal and advertising injury” results directly from:
 - a. Your ongoing operations; or
 - b. “Your work” completed as included in the “products-completed operations hazard”, performed for the additional insured, which is the subject of the written contract or written agreement.
- C.** However, regardless of the provisions of paragraphs A. and B. above:
1. We will not extend any insurance coverage to any additional insured person or organization:
 - a. That is not provided to you in this policy; or
 - b. That is any broader coverage than you are required to provide to the additional insured person or organization in the written contract or written agreement; and
 2. We will not provide Limits of Insurance to any additional insured person or organization that exceed the lower of:
 - a. The Limits of Insurance provided to you in this policy; or
 - b. The Limits of Insurance you are required to provide in the written contract or written agreement.
- D.** The insurance provided to the additional insured person or organization does not apply to:
1. “Bodily injury”, “property damage” or “personal and advertising injury” that results solely from negligence of the additional insured; or
 2. Bodily injury”, “property damage” or “personal and advertising injury” arising out of the rendering or failure to render any professional architectural, engineering or surveying services including:
 - a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - b. Supervisory, inspection, architectural or engineering activities.
- E.** The additional insured must see to it that:
1. We are notified as soon as practicable of an “occurrence” or offense that may result in a claim:
 2. We receive written notice of a claim or “suit” as soon as practicable; and

3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured also has rights as an insured or additional insured.

~~F. The insurance provided by this endorsement is primary insurance~~ and we will not seek contribution from any other insurance available to any additional insured person or organization unless the other insurance is provided by a contractor other than you for the same operations and job location. Then we will share with that other insurance by the method described in paragraph 4.c. of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS.**

Any provisions in this Coverage Part not changed by the terms and conditions of this endorsement continue to apply as written.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

*1500216QY54500101 04256

Policy Number: 16WBQY5463

Endorsement Number:

Effective Date: Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: Lyons Security Service

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2% of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

Person or Organization

Job Description

ANY PERSON OR ORGANIZATION FROM WHOM YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER OF RIGHT FROM US.

ANY PERSON OR ORGANIZATION FROM WHOM YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER OF RIGHT FROM US.

Countersigned by ON FILE WITH CARRIER Authorized Representative

Form WC 04 03 06 Process Date:

(1) Printed in U.S.A.

Policy Expiration Date:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/19/2012

PRODUCER
RICH GOEDL - STATE FARM INSURANCE
904 E IMPERIAL HWY
BREA, CA 92821

THIS CERTIFICATE IS ISSUED AS MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.



INSURED
LYONS SECURITY SERVICE
2582 N SANTIAGO BLVD
ORANGE, CA 92867-1830

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: State Farm Mutual Auto Insurance Company 25178	25178
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID

SURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH AIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY				EACH OCCURRENCE	\$
		<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
		<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				MED EXP (Any one person)	\$
						PERSONAL & ADV INJURY	\$
						GENERAL AGGREGATE	\$
						PRODUCTS - COMP/OP AGG	\$
		GEN'L AGGREGATE LIMIT APPLIES PER:					
		<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
		AUTOMOBILE LIABILITY	024 3723-D10-75	04-10-2012	10-10-2012	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
		ANY AUTO	066 9489-B15-75	02-15-2012	08-15-2012		
		ALL OWNED AUTOS	066 9492-B15-75	02-15-2012	08-15-2012	BODILY INJURY (Per person)	\$
		SCHEDULED AUTOS	075 9461-B20-75	02-20-2012	08-20-2012		
		HIRED AUTOS	090 0593-C04-75	03-04-2012	09-04-2012	BODILY INJURY (Per accident)	\$
		<input checked="" type="checkbox"/> NON-OWNED AUTOS	304 1199-C09-75	03-09-2012	09-09-2012		
			331 3804-D26-75	04-26-2012	10-26-2012	PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		ANY AUTO				OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	\$
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
							\$
		<input type="checkbox"/> DEDUCTIBLE					\$
		<input type="checkbox"/> RETENTION \$					\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS	OTH-ER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
		OTHER					

DESCRPTION OF OPERATIONS ■ LOCATIONS ■ VEHICLES / EXCLUSIONS ADDED BY ENRISERMENT ■ SPECIAL PROVISIONS

CITY OF LODI
221 W PIN ST
LODI, CA 95240

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Rich Goedl 7993

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

RESOLUTION NO. 2012-122

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING
CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES
AGREEMENT FOR SECURITY SERVICES AT HUTCHINS
STREET SQUARE COMMUNITY CENTER

WHEREAS, the City contracts for security services to monitor events at Hutchins Street Square; and

WHEREAS, the areas monitored include the grounds of Hutchins Street Square, bordered by Rose, Walnut, Hutchins, and Oak Streets, the parking lots, and the interior of the buildings while scheduled events are taking place; and

WHEREAS, Requests for Proposals were mailed out in May for security services and proposals were received from the following three companies:

Lyons Security Service	\$17.00 per hour (approx. \$40,000 annually)
Windwalker Security Patrol, Inc.	\$15.90 per hour (approx. \$37,000+ annually)*
American Custom Private Security, Inc.	\$19.50 per hour (approx. \$45,000+ annually)

(* Proposal does not meet the insurance requirements)

WHEREAS, City staff requested qualifications from several security firms, and based on qualifications and fees, Lyons Security Service, Inc., of Orange, California, was selected.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute a Professional Services Agreement between the City of Lodi and Lyons Security Services, Inc., of Orange, California, to provide security services for Hutchins Street Square Community Center events in an amount not to exceed \$40,000 annually; and

BE IT FURTHER RESOLVED that the Professional Services Agreement shall be for a period of three years commencing August 1, 2012 through July 31, 2015.

Dated: August 1, 2012

I hereby certify that Resolution No. 2012-122 was passed and adopted by the City Council of the City of Lodi in a regular meeting held August 1, 2012, by the following vote:

- AYES: COUNCIL MEMBERS – Hansen, Johnson, Katzakian, Nakanishi, and Mayor Mounce
- NOES: COUNCIL MEMBERS – None
- ABSENT: COUNCIL MEMBERS – None
- ABSTAIN: COUNCIL MEMBERS – None



RANDI JOHL
City Clerk