



LODI CITY COUNCIL

Carnegie Forum
305 West Pine Street, Lodi

Streaming Links:

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AGENDA – Special Meeting

Date: July 28, 2020

Time: 7:00 a.m.

SPECIAL NOTICE

Effective immediately and while social distancing measures are imposed, Council chambers will be closed to the public during meetings of the Lodi City Council.

The following alternatives are available to members of the public to watch Council meetings and provide comments on agenda and non-agenda items before and during the meetings.

Viewing:

Members of the public may view and listen to the open session of the meeting at <https://www.facebook.com/CityofLodi/>; or

Please click the link below to join the webinar:

<https://zoom.us/j/95280857499?pwd=WVJkWUU2WmdzNVVoRjFQV3V3R0M2Zz09>

Passcode: 757587

Or iPhone one-tap : US: +16699009128,,95280857499#

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Webinar ID: 952 8085 7499

Public Comment:

Members of the public can send written comments to the City Council prior to the meeting by emailing councilcomments@lodi.gov. These emails will be provided to the members of the City Council and will become part of the official record of the meeting.

Members of the public who wish to verbally address the City Council during the meeting should email those comments to councilcomments@lodi.gov. Comments must be received before the Mayor or Chair announces that the time for public comment is closed. The Assistant City Clerk will read three minutes of each email into the public record. **IMPORTANT:** Identify the Agenda Item Number or Oral Communications in the subject line of your email. Example: Public Comment for Agenda Item Number C-17. Members of the public may also participate via Zoom at the following link: <https://zoom.us/j/95280857499?pwd=WVJkWUU2WmdzNVVoRjFQV3V3R0M2Zz09>.

Pursuant to the Americans with Disabilities Act (ADA) and Executive Order N-29-20, if you need special assistance to provide public comment in this meeting, please contact the Office of the City Clerk at (209) 333-6702 or cityclerk@lodi.gov at least 48 hours prior to the meeting in order for the City to make reasonable alternative arrangements for you to communicate your comments. If you need special assistance in this meeting for purposes other than providing public comment, please contact the Office of the City Clerk at (209) 333-6702 or cityclerk@lodi.gov at least 48 hours prior to the meeting to enable the City to make reasonable arrangements to ensure accessibility to this meeting (28 CFR 35.160 (b) (1)).

SPECIAL TELECONFERENCE NOTICE

Pursuant to Executive Order N-29-20:

The Brown Act, Government Code Section 54953, contains special requirements that apply when members of a legislative body participate in a public meeting by telephone. Certain of these requirements have been suspended by Paragraph 3 of Executive Order N-29-20, executed by the Governor of California on March 17, 2020, to mitigate the spread of Coronavirus (COVID-19). In particular, the Executive Order suspends that provision of the Brown Act that requires noticing, posting of agendas, and public access to each location where a member will be participating telephonically, as well as provisions that require physical presence of members of the legislative body or the public for purposes of a quorum or to hold a meeting. Executive Order N-29-20 allows an agency to conduct a teleconference meeting that provides members of the public telephonic or other electronic participation in place of making a physical location for the public to observe the meeting and provide public comment, consistent with other provisions of the Brown Act.

For information regarding this Agenda please contact:
Pamela M. Farris
Assistant City Clerk
Telephone: (209) 333-6702

A. Call to Order / Roll Call

B. Regular Calendar

Res. B-1 Adopt Resolution Reaffirming Ratification of City Manager’s Proclamation Finding the Continued Existence of a Local Emergency and Rendering Certain Emergency Orders, Including an Increase Related to the Local Emergency in the City Manager’s Contracting Authority for Services and Goods to a Maximum Amount of \$250,000 for the Duration of the Local Emergency (CA)

Res. B-1 Adopt Resolution Authorizing City Manager to Execute Amendment No. 6 to Professional Services Agreement with Lyons Security Services, Inc., of Orange, for Security Services at City Hall Complex, Hutchins Street Square, and Lodi Public Library, Extending the Term of the Agreement and Adding Additional Security Services at the Lodi Transit Station and Parking Garage (\$1,166,000) (CM)

C. Adjournment

Pursuant to Section 54956.2(a) of the Government Code of the State of California, this agenda was posted at a place freely accessible to the public 24 hours in advance of the scheduled meeting.

Pamela M. Farris
Assistant City Clerk

All staff reports or other written documentation relating to each item of business referred to on the agenda are on file in the Office of the City Clerk, located at 221 W. Pine Street, Lodi, and are available for public inspection. If requested, the agenda shall be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and the federal rules and regulations adopted in implementation thereof. To make a request for disability-related modification or accommodation contact the City Clerk’s Office as soon as possible and at least 72 hours prior to the meeting date. Language interpreter requests must be received at least 72 hours in advance of the meeting to help ensure availability. Contact Pamela M. Farris at (209) 333-6702. Solicitudes de interpretación de idiomas deben ser recibidas por lo menos con 72 horas de anticipación a la reunión para ayudar a asegurar la disponibilidad. Llame a Pamela M. Farris (209) 333-6702.

Meetings of the Lodi City Council are telecast on SJTV, Channel 26. The City of Lodi provides live and archived webcasts of regular City Council meetings. The webcasts can be found on the City’s website at www.lodi.gov by clicking the meeting webcasts link.

Members of the public may view and listen to the open session of this teleconference meeting at the following Streaming Links:
<https://www.facebook.com/CityofLodi/>

<https://zoom.us/j/95280857499?pwd=WVJkWUU2WmdzNVVoRjFQV3V3R0M2Zz09>



**CITY OF LODI
COUNCIL COMMUNICATION**

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AGENDA TITLE: Adopt a Resolution Reaffirming the Ratification of the City Manager’s Proclamation Finding the Continued Existence of a Local Emergency and Rendering Certain Emergency Orders, Including an Increase Related to the Local Emergency in the City Manager’s Contracting Authority for Services and Goods to a Maximum Amount of \$250,000 for the Duration of the Local Emergency

MEETING DATE: July 28, 2020 Special Meeting

PREPARED BY: City Attorney

RECOMMENDED ACTION: Staff recommends that the City Council adopt a resolution reaffirming the ratification of the City Manager’s proclamation finding the continued existence of a local emergency and rendering certain emergency orders, including an increase related to the local emergency in the City Manager’s contracting authority for services and goods to a maximum amount of \$250,000 for the duration of the local emergency.

BACKGROUND INFORMATION: At 8:00 a.m. on March 16, 2020, the City Manager declared a Local Emergency pursuant to his authority under Lodi Municipal Code section 2.32.060(A)(1). The declaration was confirmed by the City Council on March 18, 2020 (Gov. Code §8630). Action was taken in response to an outbreak of Novel Coronavirus Disease (COVID-19) in San Joaquin County.

An outbreak of Novel Coronavirus Disease (COVID-19) has spread throughout numerous countries and across the United States. As of July 22, 2020, there are a total of 9,595 confirmed cases of COVID-19 in San Joaquin County (the number of cases on June 23 was 2,560); the rolling 14-day total number of cases is 2,169, significantly in excess of the 190 limitation under the County’s attestation. There are currently 98 COVID-19 fatalities (over double the fatalities reported on June 23); confirmed COVID positive hospitalizations increased to 240 as of July 22 (the attestation limit is 20), with 73 of those patients currently in ICU representing 56% of all ICU occupancies and there are 44 suspected COVID-19 patients hospitalized with 7 of those in the ICU. County wide, total ICU occupancy including both COVID-19 and non COVID-19 patients is 138% of capacity as of July 22. Adventist Health Lodi Memorial Hospital (LMH) currently has 40 COVID-19 positive patients and 11 of its 16 ICU patients are COVID-19 positive patients. Because of the high number of COVID-19 related cases and the overburdened ICU’s in the County, the state and federal government have sent a special team to assist at LMH and also at Dameron Hospital in Stockton. There is continued evidence of significant community spread, currently there are 91 identified outbreaks within the County, and County Public Health Services anticipates the number of confirmed cases and hospitalizations will continue to increase over the next three to four weeks.

APPROVED: _____
Stephen Schwabauer, City Manager

COVID-19 is an infectious disease that causes respiratory illness and in some cases can result in lung lesions and pneumonia. Experts believe that a large majority of those infected will have mild cases that often resemble the flu; however, some will have more serious symptoms requiring hospitalization, particularly individuals who are over 65 years of age or have underlying chronic health conditions or immunodeficiency.

It is imperative for the City to continue preparations for and respond to suspected or confirmed cases of COVID-19 and to implement measures to mitigate the spread of COVID-19 within our community, and continue preparations to respond to an increasing number of persons requiring medical care or hospitalization.

On March 4, 2020, the Governor of the State of California proclaimed a State of Emergency in California after making a determination that:

1. The conditions caused by COVID-19 are likely to require the combined forces of a mutual aid region or regions to appropriately respond; and
2. Local authority is inadequate to cope with the threat posed by COVID-19.

On March 11, 2020, the World Health Organization declared Novel Coronavirus Disease (COVID-19) a “public health emergency of international concern” and referenced the event as a pandemic.

On March 12, 2020, San Joaquin County Public Health Services (PHS) declared a local health emergency pursuant to Health & Safety Code Section 101080.

At 10:00 a.m. on March 12, 2020, the City of Lodi opened its Emergency Operations Center (EOC).

On March 13, 2020, the President of the United States of America declared a National State of Emergency in response to the spread of COVID-19 within the United States.

On March 16, 2020, the City Manager declared a Local Emergency pursuant to his authority under Lodi Municipal Code section 2.32.060(A)(1) in response to an outbreak of Novel Coronavirus Disease (COVID-19) in San Joaquin County, the declaration of a local health emergency by PHS, and the President’s declared National State of Emergency. On March 18, 2020, the City Council ratified the proclamation of local emergency pursuant to Government Code Section 8630. Council reaffirmed the ratification of the proclamation on April 15, 2020, May 6, 2020, and June 3, 2020, as required by the Government Code.

On March 20, 2020, the Public Health Officer of San Joaquin County issued a Stay-At-Home order. The order was superseded by subsequent orders dated March 21, 2020, March 26, 2020, April 14, 2020, an amendment to the April 14 order issued on April 24, 2020. The April 14, 2020 order remains in effect until such time as it is rescinded by the County’s Public Health Officer, subject to subsequent orders allowing for the opening of various sectors of the economy, referenced under the State’s Pandemic Roadmap to Recovery Plan as Phases 1, 2, and 3. San Joaquin County was in mid-Phase 3 of the State’s Pandemic Roadmap; however the significant increase in COVID-19 cases and hospitalizations has resulted in the issuance of a new County order to reclose certain industries and activities unless they can be modified to operate outside or by pick-up. The City is currently working with local businesses to facilitate outside operations. County Public Health continues to caution that the rate of infections and deaths in San Joaquin County necessitate a firm and carefully planned and managed response and as a consequence the reopening of the economy has been modified.

As part of the City’s response to the current emergency, the City is participating in the State’s Great Plates Delivered program. The program currently supports over 400 qualified adults 65 years and older and adults 60-64 who are at high-risk from COVID-19, in staying home and receiving the delivery of three meals each day. The program also provides economic stimulus to the participating local businesses (currently 4 restaurants) and their workers.

Staff recommends that the City Council reaffirm its ratification of the City Manager's declaration of a local emergency and continue the City Manager's authority to contract for services and goods related to COVID-19, up to a maximum of \$250,000 from the current maximum of \$20,000, for the duration of the local emergency.

FUNDING: The reaffirmation of the ratification of the City Manager's declaration of Local Emergency allows the City to continue to access federal, state and county resources, including financial reimbursements.

Janice D. Magdich
City Attorney

Attachment:

- 1) Resolution Reaffirming the Ratification of the Proclamation of the Director of Emergency Services for the City of Lodi Concerning the Existence of a Local Emergency and Extending the Contract Authority of the City Manager for Services and Goods related to the Emergency to \$250,000

RESOLUTION NO. 2020-_____

A RESOLUTION OF THE LODI CITY COUNCIL
REAFFIRMING THE RATIFICATION OF THE PROCLAMATION OF THE
DIRECTOR OF EMERGENCY SERVICES FOR THE CITY OF LODI
CONCERNING THE CONTINUED EXISTENCE OF A LOCAL EMERGENCY AND
EXTENDING THE CONTRACT AUTHORITY OF THE CITY MANAGER FOR
SERVICES AND GOODS RELATED TO THE LOCAL EMERGENCY TO \$250,000

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WHEREAS, Government Code Section 8630 and Lodi Municipal Code Section 2.32.060 authorizes the City Manager as the Director of Emergency Services to proclaim a local emergency under certain circumstances if the City Council is not in session, and provides that the City Council shall ratify the proclamation within seven (7) days thereafter; and

WHEREAS, an outbreak of Novel Coronavirus Disease (COVID-19) has spread throughout numerous countries and across the United States; and

WHEREAS, COVID-19 is an infectious disease that causes respiratory illness, and in some cases can result in lung lesions and pneumonia. Experts believe that a large majority of those infected will have mild cases that often resemble the flu; however, some will have more serious symptoms requiring hospitalization, particularly individuals who are elderly or have underlying chronic health conditions or immunodeficiency; and

WHEREAS, it is imperative for the City to continue to prepare for and be in a position to respond to suspected or confirmed cases of COVID-19 to implement measures to mitigate the spread of COVID-19 within our community, and prepare to respond to an increasing number of persons requiring medical care or hospitalization; and

WHEREAS, on January 23, 2020, the federal Centers for Disease Control and Prevention (CDC) activated its emergency response system to provide ongoing support for the response to COVID-19 in the United States; and

WHEREAS, on January 31, 2020, the Secretary of the federal Department of Health and Human Services declared a public health emergency in the United States of America to aid the nation's healthcare community in responding to COVID-19; and

WHEREAS, on March 4, 2020, the Governor of the State of California proclaimed a State of Emergency in California after making a determination that:

1. The conditions caused by COVID-19 are likely to require the combined forces of a mutual aid region or regions to appropriately respond; and
2. Local authority is inadequate to cope with the threat posed by COVID-19; and

WHEREAS, on March 11, 2020, the World Health Organization declared Novel Coronavirus Disease (COVID-19) a "public health emergency of international concern" and referenced the event as a pandemic; and

WHEREAS, on March 12, 2020, San Joaquin County Public Health Services (PHS) declared a local health emergency pursuant to Health & Safety Code Section 101080; and

WHEREAS, on March 13, 2020, the President of the United States of America declared a National State of Emergency in response to the spread of COVID-19 within the United States; and

WHEREAS, Lodi Municipal Code Section 2.32.050 designates the City Manager as the Director of Emergency Services for the City of Lodi; and

WHEREAS, Lodi Municipal Code Section 2.32.060(A)(1) authorizes the Director of Emergency Services to proclaim the existence or threatened existence of a local emergency in the event the City Council is not in session; and

WHEREAS, Lodi Municipal Code section 2.32.020 defines an emergency to mean:

“[T]he actual or threatened existence of conditions of disaster or of extreme peril to the safety of persons and property within this city caused by such conditions as air pollution, fire, flood, storm, epidemic, riot or earthquake, or other conditions, including conditions resulting from war or imminent threat of war, which conditions are or are likely to be beyond the control of the services, personnel, equipment and facilities of this city, requiring the combined forces of other political subdivisions to combat. It shall not include nor does any provision of this chapter apply to any condition relating to a labor controversy.” and

WHEREAS, on March 18, 2020, the Lodi City Council ratified the Proclamation of the existence of a local emergency issued by the City Manager in his role as the City’s Director of Emergency Services on March 16, 2020 at 8:00 a.m.; and

WHEREAS, on April 15, 2020, May 6, 2020, June 3, 2020, and June 30, 2020, the City Council reaffirmed the ratification of the proclamation as required by the Government Code; and

WHEREAS, as of July 22, 2020, there are a total of 9,595 confirmed cases of COVID-19 in San Joaquin County (the number of cases on June 23 was 2,560); the rolling 14-day total number of cases is 2,169, significantly in excess of the 190 limitation under the County’s attestation. There are currently 98 COVID-19 fatalities (over double the fatalities reported on June 23); confirmed COVID positive hospitalizations have increased to 240 as of July 22 (the attestation limit is 20), with 73 of those patients in ICU representing 56% of all ICU occupancies; and there are 44 suspected COVID-19 patients hospitalized with 7 of those in the ICU. Countywide, total ICU occupancy including both COVID-19 and non COVID-19 patients is 138% of capacity as of July 22. Adventist Health Lodi Memorial Hospital (LMH) currently has 40 COVID-19 positive patients and 11 of its 16 ICU patients are COVID-19 positive. Because of the high number of COVID-19 related cases and the overburdened ICU’s in the County, the state and federal government have sent a special team to assist at LMH and also at Dameron Hospital in Stockton. There is continued evidence of significant community spread, currently there are 91 identified outbreaks within the County, and County Public Health Services anticipates the number of confirmed cases and hospitalizations will continue to increase over the next three to four weeks; and

WHEREAS, On March 20, 2020, the Public Health Officer of San Joaquin County issued a Stay-At-Home order. The order was superseded by subsequent orders dated March 21, 2020, March 26, 2020, April 14, 2020, an amendment to the April 14 order issued on April 24, 2020. The April 14, 2020 order remains in effect until such time as it is rescinded by the County’s Public Health Officer, subject to subsequent orders allowing for the opening of various sectors of the economy, referenced under the State’s Pandemic Roadmap to Recovery Plan as Phases 1, 2, and 3. San Joaquin County was in mid-Phase 3 of the State’s Pandemic Roadmap; however the significant increase in COVID-19 cases and hospitalizations has resulted in the issuance of a new County orders on July 2, 2020 and July 13, 2020 to reclose certain industries and activities unless they can be modified to operate outside or by pick-up. The City is currently working with local businesses to facilitate outside operations. County Public Health continues to caution that the rate of infections and deaths in San Joaquin County necessitate a firm and carefully planned and managed response and as a consequence the reopening of the economy has been modified; and

WHEREAS, the Lodi City Council does hereby find that the aforesaid conditions of extreme peril warrant and necessitate the continued existence of a local emergency.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby reaffirm the ratification of the City Manager's Proclamation of the existence of a local emergency issued in his role as the City's Director of Emergency Services on March 16, 2020 at 8:00 a.m., attached hereto as Exhibit A; and

BE IT FURTHER RESOLVED by the Lodi City Council that, until the local emergency is terminated, the powers, functions, and duties of the City Manager/Director of Emergency Services and the emergency organization of the City of Lodi shall be those as prescribed by State law and the ordinances, resolutions, and approved emergency services plan of the City of Lodi as determined by the City Manager/Director of Emergency Services within the National Incident Management System; and

BE IT FURTHER RESOLVED that the Lodi City Council does hereby reaffirm the approval of an increase in the City Manager's contracting authority for services and goods related to the City's response to the local emergency resulting from the COVID-19 pandemic, to a maximum amount of \$250,000 from the current maximum of \$20,000, for the duration of the local emergency; and

BE IT FURTHER RESOLVED that the Purchasing System set forth in Lodi Municipal Code Chapter 3.20 is suspended for the duration of the local emergency as to the purchase of goods and services related to the City's response to the local emergency resulting from the COVID-19 pandemic; and

BE IT FURTHER RESOLVED that disclosure of the purchase of goods and services in an amount over \$10,000, and related to the City's response to the local emergency resulting from the COVID-19 pandemic, will be submitted to the City Council concurrent with the Council's reaffirmation of the ratification of the Proclamation declaring the existence of a local emergency. State law requires that the City Council ratify the Proclamation every thirty (30) days hereafter until the local emergency is terminated.

Dated: July 28, 2020

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I hereby certify that Resolution No. 2020-____ was passed and adopted by the City Council of the City of Lodi in a special meeting held July 28, 2020, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

JENNIFER CUSMIR
City Clerk

Approved as to Form:

JANICE D. MAGDICH
City Attorney

2020-____

**Proclamation of the Director of Emergency
Services for the City of Lodi Finding the
Existence of a Local Emergency (COVID-19)
AMENDED TO CORRECT DATE OF ISSUANCE**

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WHEREAS, an outbreak of Novel Coronavirus Disease (COVID-19) has spread throughout numerous countries and across the United States of America; and

WHEREAS, COVID-19 is an infectious disease that causes respiratory illness, and in some cases can result in lung lesions and pneumonia. Experts believe that a large majority of those infected will have mild cases that often resemble the flu; however, some will have more serious symptoms requiring hospitalization, particularly individuals who are elderly or have underlying chronic health conditions or immunodeficiency; and

WHEREAS, it is imperative for the City to prepare for and be in a position to respond to suspected or confirmed cases of COVID-19 to implement measures to mitigate the spread of COVID-19 within our community, and prepare to respond to an increasing number of persons requiring medical care or hospitalization; and

WHEREAS, on January 23, 2020, the federal Centers for Disease Control and Prevention (CDC) activated its emergency response system to provide ongoing support for the response to COVID-19 in the United States; and

WHEREAS, on January 31, 2020, the Secretary of the federal Department of Health and Human Services declared a public health emergency in the United States of America to aid the nation's healthcare community in responding to COVID-19; and

WHEREAS, on March 4, 2020, the Governor of the State of California proclaimed a State of Emergency in California after making a determination that:

1. The conditions caused by COVID-19 are likely to require the combined forces of a mutual aid region or regions to appropriately respond; and
2. Local authority is inadequate to cope with the threat posed by COVID-19; and

WHEREAS, on March 11, 2020, the World Health Organization declared Novel Coronavirus Disease (COVID-19) a "public health emergency of international concern" and referenced the event as a pandemic; and

WHEREAS, on March 12, 2020, San Joaquin County Public Health Services (PHS) declared a local health emergency pursuant to Health & Safety Code Section 101080; and

WHEREAS, the City of Lodi activated its Emergency Operations Center (EOC) effective 9:00 a.m. on March 12, 2020; and

WHEREAS, on March 13, 2020, the President of the United States of America declared a National state of emergency in response to the spread of COVID-19 within the United States; and

WHEREAS, as of March 13, 2020, there are eight (8) confirmed cases of COVID-19 in San Joaquin County and some evidence of community spread; and

WHEREAS, Lodi Municipal Code Section 2.32.050 designates the City Manager as the Director of Emergency Services for the City of Lodi; and

WHEREAS, Lodi Municipal Code Section 2.32.060(A)(1) authorizes the Director of Emergency Services to proclaim the existence or threatened existence of a local emergency in the event the City Council is not in session; and

WHEREAS, Lodi Municipal Code section 2.32.020 defines an emergency to mean:

“[T]he actual or threatened existence of conditions of disaster or of extreme peril to the safety of persons and property within this city caused by such conditions as air pollution, fire, flood, storm, epidemic, riot or earthquake, or other conditions, including conditions resulting from war or imminent threat of war, which conditions are or are likely to be beyond the control of the services, personnel, equipment and facilities of this city, requiring the combined forces of other political subdivisions to combat. It shall not include nor does any provision of this chapter apply to any condition relating to a labor controversy.”

NOW, THEREFORE, THE UNDERSIGNED HEREBY FINDS, DETERMINES AND DECLARES that:

1. The federal Centers for Disease Control and Prevention (CDC) announced on February 25, 2020, that community spread of COVID-19 is likely to occur in the United States; and
2. San Joaquin County Public Health Services (PHS) declared a local health emergency pursuant to Health & Safety Code Section 101080 on March 12, 2020; and
3. PHS's declaration finds that there is an ongoing risk and likelihood of additional COVID-19 patients being identified in San Joaquin County; and
4. As of March 13, 2020, PHS confirmed eight (8) cases of COVID-19 in San Joaquin County and found we are now seeing some evidence of community spread; and
5. The City of Lodi City Council is not now in session.

NOW, THEREFORE, BASED ON THE FINDINGS AND DETERMINATIONS ABOVE, THE UNDERSIGNED HEREBY PROCLAIMS as of 8:00 a.m. March 16, 2020, that a local emergency now exists throughout the City of Lodi caused by an outbreak and community spread of COVID-19 in San Joaquin County.

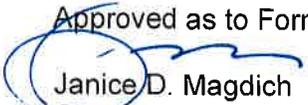
BE IT FURTHER PROCLAIMED AND ORDERED that during the existence of such local emergency, the powers, functions and duties of the emergency organization of the City of Lodi shall be those prescribed by state law and local ordinances, resolutions, and approved plans of the City of Lodi.

Dated: March 16, 2020


Stephen Schwabauer
Director of Emergency Services

This proclamation is subject to ratification by the City Council within seven (7) days and is subject to reaffirmation every 30 days thereafter until such local emergency is terminated.

Approved as to Form:


Janice D. Magdich
City Attorney



CITY OF LODI COUNCIL COMMUNICATION

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AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Amendment No. 6 to Professional Services Agreement with Lyons Security Service, Inc., of Orange, for Security Services at City Hall Complex, Hutchins Street Square, and Lodi Public Library, Extending the Term of the Agreement and Adding Additional Security Services at the Lodi Transit Station and Parking Garage (\$1,166,000)

MEETING DATE: July 28, 2020 Special Meeting

PREPARED BY: Deputy City Manager

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute Amendment No. 6 to Professional Services Agreement with Lyons Security Service, Inc., of Orange, for security services at City Hall Complex, Hutchins Street Square, and Lodi Public Library, extending the term of the agreement and adding additional security services at the Lodi Transit Station and Parking Garage (\$1,166,000)

BACKGROUND INFORMATION: Lyons Security Service has provided security officers for events at Hutchins Street Square since 2012, to ensure the safety and comfort of patrons and staff at the Lodi Public Library since mid 2018, and to ensure the safety and comfort of patrons and staff at the Lodi City Hall Complex since July 2019. Services at the Library and Lodi City Hall Complex were added through contract amendments approved by City Council. The existing contract for all three sites expires August 7, 2020.

Service has been satisfactory at all three sites. Lyons representatives both on site and administration have been extremely responsive. When requested by staff, guards modify their routines to address specific situations. Guards are present and professional with staff and the public. When there is an occasional issue with guard performance, Lyons administration addresses the issue promptly, including finding new guards at the City's request. At all three locations, the overall safety has been enhanced during the guards hours, cleanliness of the sites has improved and patrons and staff comfort has increased. In addition, staff does not have to rely on the police department for immediate response to minor issues and instead can have the guard address them more quickly, freeing up police for more pressing issues. Overall, staff is very pleased with Lyons as a contract partner for the City.

Based on these reasons, staff recommends the City Council extend the contract with Lyons' for a 3-year period ending June 30, 2023. Due primarily to the State's annual minimum wage increases Lyons is requesting an annual hourly rate increase to maintain the quality of guards they provide to the City. Staff finds the request reasonable and inevitable for this type of service given the costs imposed by the State on businesses.

Currently, the Lodi Transit Station and Parking Garage are patrolled by private security 24 hours a day, seven days per week. Lyons does not provide this service currently. The current contract between the City and a third party expires July 31, 2020. City staff has not been satisfied with the performance of the existing contractor. The existing provider and the City have been unable to mutually agree on performance standards or resolve performance issues despite many efforts which has resulted in the

APPROVED: _____
Stephen Schwabauer, City Manager

unnecessary expenditure of substantial staff time. The cost of service provided by Lyons will be higher than that provided by the existing provider, however given the positive experience other City departments have had with Lyons, and the expectation of reduced loss and vandalism, it is in the best interest of the Transit Division to enter into this contract with Lyons to execute services. Lyons responsiveness was evident during the site walk through with transit staff as the Lyons representative suggested additional route check points and monitoring tools for both City of Lodi staff and Lyons to access to ensure guards were making rounds at agreed upon intervals and providing timely reporting of incidents.

FISCAL IMPACT: Costs for these services will be paid out of existing Fiscal Year 2020/21 appropriations within each operating unit respectively.

FUNDING AVAILABLE: Appropriations for these services were included in the Fiscal Year 2020/21 budget for each operating unit.

Andrew Keys
Deputy City Manager/Internal Services Director

AMENDMENT NO. 6 TO PROFESSIONAL SERVICES AGREEMENT

LYONS SECURITY SERVICES, INC.

THIS AMENDMENT No. 6 is made and effective this ____ day of _____, 2020, by and between the CITY OF LODI, a municipal corporation, hereinafter called "CITY", and LYONS SECURITY SERVICES, INC., a California Corporation, hereinafter called "CONTRACTOR."

WITNESSETH:

1. WHEREAS, CONTRACTOR and the City, entered into a Professional Services Agreement (the "Agreement") on September 23, 2015, for security services at Hutchins Street Square, in the amount not to exceed \$40,000 per year and Amendment No. 1 on June 27, 2016, to increase the annual "not to exceed amount" from \$40,000 to \$60,000, as the result of increased rentals at Hutchins Street Square requiring security services ("Amendment No. 1"). The Agreement and Amendment No. 1 are attached hereto as Exhibits A and A-1, respectively, and made a part hereof. The term of the Agreement was September 23, 2015 through August 7, 2018. References to the "Agreement" include Amendment No. 1.
2. SECOND AMENDMENT: On September 6, 2017, Contractor and City amended the Fee Proposal to the Agreement to increase the "Security Officer" rate to \$19.85 per hour and \$29.78 per hour for overtime and holidays. Amendment No. 2 is attached hereto as Exhibit A-2 and made a part hereof. References to the "Agreement" include Amendment No. 2.
3. THIRD AMENDMENT: On May 22, 2018, Contractor and City amended the Fee Proposal to the Agreement to increase the "Security Officer" rate to \$21.40 per hour for services at the Lodi Public Library only. In addition, the term of the Agreement was extended to June 30, 2019. Amendment No. 3 is attached hereto as Exhibit A-3 and made a part hereof. References to the "Agreement" include Amendment No. 3.
4. FOURTH AMENDMENT: On August 20, 2019, Contractor and City amended the Agreement to:
 - a) Include providing security services at Hutchins Street Square and the Lodi Public Library, and to increase the "Security Officer" rate to \$22.90 per hour for services at both facilities. The description of services and charges was set forth therein; and
 - b) Execute the option under Section 2.7 of the Agreement to extend the Agreement for a one-year term commencing July 1, 2019 through June 30, 2020, for services at Hutchins Street Square and the Lodi Public Library.Amendment No. 4 is attached hereto as Exhibit A-4 and made a part hereof. References to the Agreement include Amendment No. 4.
5. FIFTH AMENDMENT: On November 20, 2019, Contractor and City amended the agreement to:
 - a) Provide additional security services on the City Hall Campus comprised of 221 W. Pine St (City Hall), 305 W. Pine St (Carnegie Forum), 230 W. Elm St (PRCS), and 310 W Elm St (Financial Services/Customer Service). CONTRACTOR shall provide

one (1) security officer for coverage of this area during the following hours, except for major holidays on which City Hall and the Finance Department are closed:

Monday: 7:00 am – 6:00 pm
Tuesday: 6:30 am – 6:00 pm
Wednesday: 7:00 am – 6:00 pm*
Thursday: 7:00 am – 6:00 pm
Every other Friday: 7:30 am – 5:30 pm

* Wednesday hours will be extended from 6:00 pm – 9:30 pm on the 1st and 3rd Wednesday each month.

6. SIXTH AMENDMENT: CONTRACTOR and CITY now desire to amend the Agreement as follows:

- a) Provide additional security services at the Lodi Transit Station and Lodi Transit Parking Structure and its perimeters, including CITY transit sites on weekdays and weekends, 24 hours a day, 365 days per year (366 days when applicable), including all holidays as set forth in Exhibit 1, attached hereto and made a part hereof.
- b) Update the base rate for services provided at Lodi City Hall Complex, the Library and Hutchins Street Square to \$24.48 for the period from July 1, 2020, to June 30, 2021; \$25.80 for the period from July 1, 2021 to June 30, 2022; and \$27.11 for the period from July 1, 2022 through June 30, 2023.
- c) Extend the contract through June 30, 2023.

7. TERMS AND CONDITIONS: Total annual fees under the Agreement are not to exceed \$208,000, \$219,000, and \$230,000 for the periods ending June 30, 2021, June 30, 2022, and June 30, 2023, respectively, for a total contract extension term not to exceed of \$657,000 for transit services. The total annual fees under the Agreement are not to exceed \$161,000, \$170,000, \$178,000 for periods ending June 30, 2021, June 30, 2022, and June 30, 2023, respectively, for a total contract extension term not to exceed of \$509,000 for services for the City Hall Complex, Library and Hutchins Street Square Services (Existing Services). For purposes of not to exceed, Transit Services and Existing Services will be calculated separately. Total not to exceed for the contract extension term is \$1,166,000. The term "annual" refers to a 12-month period starting July 1 and ending June 30 of each year.

8. All other terms and conditions remain as set forth in the Agreement, except to the extent such are modified by Amendments No. 1, No. 2, No. 3, No. 4, No. 5 or this Amendment No. 6.

CITY OF LODI, a municipal corporation

LYONS SECURITY SERVICES, INC., a California corporation

STEPHEN SCHWABAUER
City Manager

KATHLEEN GUIDICE
President

Attest:

Pamela M. Farris
Assistant City Clerk

Approved as to Form:

JANICE D. MAGDICH
City Attorney

J.F.

Scope of Work – Security Services for Transit Division

The area of assignment for security services is the Lodi Transit Station located at 24 S. Sacramento Street, and the Transit Parking Structure, located at 50 N. Sacramento Street.

The Lodi Transit Station functions as a central hub for passenger boarding and transit operations. The Station includes three (3) main buildings: the North Annex (dispatcher's office), Transit Station Lobby (ticketing window, public seating, and restrooms), and the South Annex Clock Tower (bus driver breakroom/security guard room). The Transit Station includes an island-style bus stop area, gated bus parking area, passenger rail platform, and a small parking lot. The Parking Structure, located adjacent to the Transit Station, is a three level, 330-space structure that provides free parking for transit users, shoppers, tourists, and other travelers to the downtown area.

Service is to include one security officer patrolling the above transit sites 24 hours per day, 365 days per year, including all holidays. The security officer is expected to remain onsite during all meal periods and shall not leave the sites during their scheduled shift.

The CITY reserves the right to modify the patrolled boundaries of each site, positions required, and operational hours at its discretion. Hours, posts, and/or areas patrolled are subject to change depending on operational requirements. The CITY reserves the right, to increase or decrease the number of posts and/or hours, as needed, by notifying CONTRACTOR in writing.



ALWAYS ON TARGET.

Letter of Transmittal

To: Mr. Andrew Keys & the City of Lodi
221 West Pine St.
Lodi, CA 92541

July 6, 2020

Lyons Security Service, Inc. is a privately held, woman-owned California corporation with over 35 years of experience of providing security services. We have reviewed the specifications under Scope of Services required, City of Lodi terms and conditions agreement, and hereby certify Lyons Security Service, Inc. will comply with the RFP general requirements. This RFP shall be incorporated in its entirety as part of Lyons Security Service, Inc. proposal. The City of Lodi is not obligated in any way to pay any costs incurred by Lyons Security Service, Inc. in the preparation and submittal of Lyons Security Service, Inc.'s response to the RFP. Furthermore, responses to this RFP and all data, documents, and other products used through the life of the project shall become property of the City of Lodi and will be retained or disposed of accordingly.

Company Information:

Legal Name: Lyons Security Service, Inc.
Type of Business: C-Corporation
Corporate Office Address: 505 S. Villa Real Dr., Suite 203A, Anaheim, CA
Branch Office Address: 555 University Ave. Suite 131, Sacramento, CA 92867
Private Patrol Operator License Number: 12687
Federal Tax Identification: 33-072-6010
Binder: Kathleen Guidice
Binder's Telephone: O: (949) 298-6859 M: (714) 401-4850
Binder's Email: Kathleen@LyonsSecurityInc.com

This proposal is valid from the proposal received date, July 6, 2020 and will extend one-hundred twenty (120) days post. I, the undersigned, am the corporate officer responsible for the preparation of this proposal and have the authority to negotiate and bind on behalf of Lyons Security Service. Please notify me with any questions or comments regarding this proposal. We appreciate the opportunity to submit this proposal and present our qualifications to City of Lodi.

Sincerely,

Kathleen Guidice
President

Why Choose Us

As the purchasing department (or review team) evaluates our response to the requested scope of coverage, you will find that not only does Lyons Security Service, Inc. have the experience of handling such contracts but we also offer additional services through our excellent customer service as well as our unique experience in providing successful and compassionate non-physical responses to individuals facing homelessness. Furthermore, we are committed to providing responsive management as well as a blend of customer service while providing security service. Lyons will be chosen if the city:

1. Is seeking a company that works well with people facing homelessness
2. Is seeking a company that provides a blend of customer service with security service
3. Is seeking a company that utilizes innovative technology
4. If contact is made with our references as they will show our customer service is second to none

Brief History

Lyons Security Service was established in 1982 in Sacramento, California providing unarmed and armed guard services to cities found within the County of Sacramento. Lyons Security Service was later purchased and incorporated (C-Corporation) on October 1, 1996 by its current CEO/President, Kathleen Guidice. In the years to follow, Lyons saw rapid expansion as its operations went from focusing solely on Sacramento County to expanding to nationwide security guard services.

During our expansion, Lyons was awarded contracts with: The Department of Defense, The Department of Justice, The Department of Immigration & Customs Enforcement, as well as The U.S. Attorney General's Office. We take pride on our ability to handle such contracts, specifically the Department of Defense, as Lyons was given an Award of Excellence by the United States Government for our outstanding services while stationed at the U.S. Army Material Command Center in Alexandria, Virginia. During 9/11, our officers mobilized individuals to safety and secured the entire facility as it was unknown if this facility was believed to be one of the sites targeted given the Secret Level Clearance of the building. This award displays our company's commitment to making sure all of our officers are well trained and prepared for all security threats, foreign and domestic.

About Us

Lyons Security continues to strive today based on the same core principles installed back in 1996, quality service with exceptional client communication. Our company offers a unique experience as we follow the 5 principles set forth by our CEO:

1. *Responsive Leadership*: Interact with both our internal staff and customers to achieve goals that are mission-focused, solution-oriented, and innovative.
2. *Proven Capabilities*: Hire competent, qualified individuals; collectively empowered to be self-managed on site—yet ultimately accountable to the corporate office.
3. *Training*: Train our security force personnel in the latest technical requirements of the industry, as well as parameters specific to the contract.
4. *Top-Down Integrity*: Perform the requirements of the contract as proposed, delivered as promised, with an attitude of continuous process involvement.
5. *Quality Performance*: Exceed client expectations in all aspects of performance, concentrating on quality, building on a reputation of excellence.

To coincide with our core values, our customers know they will always receive one-on-one communication from our onsite staff members as well as our management staff as we believe communication is one the key focal points to success. Whether it is through our guards, supervisors, project managers, or corporate office employees, our staff is capable and willing to listen and respond swiftly to our client's requests.

Lyons prides itself on its ability to achieve positive status with all of our clients, and do so by being proactive and communicating with our clientele throughout the life of the contract. When a security issue occurs, we respond immediately; when a client requests a change in the security plan, we respond immediately; when a client reports a problem with an officer, our supervisors and management respond immediately. Our clients boast of our open line of communication as well as our flexibility as we understand our service is not complete without a balance of security

and customer service. Furthermore, Lyons believes our clients should never have to hear automated messages or have continuous, ongoing reported problems, which is why our telephones are answered, 24-hours a day, 7-days a week by a technical support staff member that can make a decision.

Government Experience

As previously mentioned in the company history above, we began our expansion in 1996 with contracts with federal agencies such as the Dept. of Defense & the Dept. of Justice, both of which required our company to have secret level clearance. As the city seeks responsible firms with experience, our employment history has an established history with clientele while providing similar services to the scope outlined in the RFP.

Ancora Psychiatric Hospital:

Lyons Security Service was responsible for providing security services at the Ancora Psychiatric Hospital in Hammonton, New Jersey for the criminally insane. The 680-acre campus facility was responsible for housing 600 inpatients while providing them multidisciplinary approaches to medical care. Throughout the facility, Lyons Security Service was responsible for 9 stations, roving patrols, totaling 2,300 hours of service per month. While stationed here we were responsible for maintaining the welfare of the staff, the patients (clients), and authorized visitors. Although the city is not requesting similar services, this example, shows our ability to complete security at a high level.

Capital Area Development Authority:

Lyons Security Service provides a nightly mobile patrol for a 40-block radius of buildings owned and operated by Capital Area Development in the downtown district of Sacramento. The 40-block radius covers a variety of buildings open to Section 8 approved families as well as commercial property. Lyons Security provides a lock up service for over 20 buildings and routine patrols throughout the night to secure the safety of individuals living within the premises. Lyons Security is responsible for identifying and strategically removing all unauthorized individuals, report any security threats that may occur, report maintenance issues when necessary.

City of Anaheim:

Since January 2018, Lyons Security Service has provided the city of Anaheim with 2 designated patrol officers to patrol parks throughout the evening. As part of our responsibility, we act as a city liaison to enforce rules set forth by the city, verifying the rules are being properly abided by patrons visiting these facilities, as well as removing individuals afterhours. Furthermore we provide additional services throughout the day on an as-needed basis for the city Park Ranger project. As the city looks to fill vacant spots in the program, Lyons provides additional services to help fill the void until the proper staffing procedures are met.

City of Anaheim, Salvation Army Emergency Shelter:

Lyons Security Service, Inc. currently provides 600 hours of weekly service to the 224 bed Emergency Shelter located at 1455 Salvation Place in Anaheim, CA. Officers are responsible for directing traffic, maintaining a visual presence throughout the facility, notifying staff of any delinquencies found on patrol as well as leading the intake searches for all incoming and outgoing residents. This shelter is currently expanding to add an additional 100 beds to meet the ongoing demand in homelessness.

City of Costa Mesa:

Since July of 2019, Lyons Security Service Inc. provides 24/7 to the Lions Park Campus which features a newly built library, park, baseball field, recreation and aquatic center, historical building as well as a senior center. Officers are responsible for maintaining the safety and well-being of public traffic as well as upkeeping the quality control over the city facilities.

City of Moreno Valley:

Lyons Security Service, Inc. provides both armed and unarmed guard services throughout the city of Moreno Valley. Job duties range from city hall access control to security for events throughout the city. Below is the current security schedule:

1. Armed guard services to the City Hall: Monday – Thursday 7:30 am – 6:30 pm, Friday 7:30 am – 5:30 pm.
2. Unarmed guard services to the Parks Community and Recreational Center Monday – Friday 7:30 am – 10:00 pm, Saturday 8:00 am – 5:00 pm

3. Unarmed services to the City Utilities Center: 12 hours a month, varies
4. Unarmed services to 4 Rental venues throughout the city, hours vary each month depending on rented occupancy. The use of alcohol is allowed at all of the facilities.
5. Lyons also provides security for the City Library, Friday – Sunday and on an “as needed” basis Monday – Thursday.
6. Unarmed security service for the City Yard on an as-needed basis.
7. Lyons also provides event security for the annual 4th of July event that sees crowd population of 10,000 to 20,000 people. Our officers are responsible for searching the individuals prior to entering the facility.

While contracted with the City of Moreno Valley, we were requested to switch from unarmed to armed services overnight after the 2015 San Bernardino Terrorist Attack. As we are a customer oriented company, we made sure to fill the request swiftly (within 16 hours) as we understand our client’s needs may change at any time. As the City may call for changes in services and this examples shows our ability to meet all changes as required by our clientele.

City of Newport Beach:

Lyons Security Service, Inc. currently provides security services at multiple locations throughout the city of Newport Beach, CA. Furthermore, we currently work with the city on their “Clean Air Act” as we currently act as Ambassadors to the city beach fire rings. As part of a clean air initiative, Lyons was brought on to help citizens and visitors understand the significance of burning clean sources of energy when utilizing the fire rings throughout the city.

City of Orange:

Lyons Security Service, Inc. provides vehicle and foot patrols for multiple parks (7 days a week) located within the city of Orange. Officers are responsible for providing “eyes and ears” to the City of Orange during closed park hours, removing unauthorized personnel, reporting property damage, and providing a visible deterrent to any unwanted activity. We also provide unarmed security services for the Orange Public Library 6 days a week, on a various schedule. Furthermore, Lyons provides occasional event security service to the Orange Senior Center when necessary.

City of Perris:

Since December 2017, Lyons has provided a dedicated patrol and CCTV team to the city of Perris for the Parks and Recreation as well as various facilities found throughout the city, such as: City Hall, Animal Control Central, Public Works Division, and many similar buildings. As part of our responsibility we act as the eyes and the ears for the city while buildings are closed and help deter unwanted activity at public facilities during hours of operation. Furthermore, we discourage activity that may be unwanted at these facilities by providing mobile patrols throughout the city.

On March 25th, 2020, the city of Perris requested Lyons to provide additional services beginning immediately to help assist educate citizens of park rules and regulations during the COVID 19 outbreak, Lyons was able to add 168 hours of service per week during the same week, another way we show our commitment to customers service.

City of Rancho Cordova:

Lyons Security Service, Inc. operated as a roving patrol unit for the Cordova Recreational and Parks District. Lyons Security was responsible for routine nightly patrols for the 23 parks located throughout the city. Our guards were responsible for patrolling the parks throughout the night to lock up all appropriate storage units, maintain the parks property including reporting any type of graffiti or unauthorized personnel found after hours. Lyons Security Service utilized vehicle patrols throughout the city and bike patrols within each park.

City of Roseville, City Park Security Service:

Lyons security service is responsible for routinely patrolling the park facilities found throughout the city of Roseville, CA. Our officers are responsible for nightly inspection and lockup service of 21 bathrooms located at 19 different parks throughout the city.

City of Elk Grove, Cosumnes Community District:

Lyons Security Service has a history of working with people of all ages as well as park districts as we currently are stationed at the Barbara Wackford Center, Cosumnes Community District & Aquatic Center in Elk Grove, California. The community district center is 11- acre facility with high volume of foot traffic and is home to baseball fields, softball fields, soccer fields, parks and a community center that has adolescent education, classrooms for extracurricular activities, a banquet hall, an indoor basketball facility, swimming pool, and skate park. This facility requires coverage for 10 hours per day Monday – Sunday with additional service for event staffing.

Campus Experience

Campus security has some similarities with regards to this RFP as officers are responsible for monitoring the ingress and egress of pedestrian traffic. Campus security has some of the highest numbers of foot traffic and require a high level of attention to detail.

California State University, Northridge:

Lyons Security provides 4 unarmed officers and 1 supervisor officers, 7 days-a-week, to monitor in the ingress/egress of the on campus living quarters for students. Officers are responsible for verifying the identity of each individual entering the facility, removing unauthorized individuals, and to report any vandalism or property damage to the housing and police departments respectively.

UC, Office of the President:

Lyons Security provides daily monitoring of the University of California, Office of the President Intellicenter in Riverside, CA. The building is suited for 800 – 1200 UCR and UCPath employees. Our officers are responsible for securing the locked facility during and past working hours, verifying authorized personnel entry as the facility is lockdown 24/7, package inspection, parking lot patrols, and CCTV monitoring.

References

References act as great reviews are a great way to fact check everything written in proposals. We *strongly* urge the city to reach out to each client below to see what it is like to work with Lyons Security Service, Inc. as well as the Management assigned to your contract on a daily basis.

Contract: City of Anaheim
Address: 200 S. Anaheim Blvd., CA 92805
Contact: Sandra Sagert
Email: SSagert@anaheim.net (best form of contact)
Telephone: (714) 309-3953

Contract: City of Costa Mesa
Address: 1860 Anaheim Ave., Costa Mesa CA 92627
Contact: Kevin Stoddart
Email: Kevin.Stoddart@costamesa.gov
Telephone: (714) 327-7561

Contract: City of Moreno Valley
Address: 14331 Frederick St, Moreno Valley
Contact: Angelic Davis, MPO; Tyler Smith
Email: Angelied@moval.org; TylerS@moval.org
Telephone: (951) 413-3195 / (951) 413-3191

Contract: City of Orange
Address: 230 E. Chapman, Orange, CA 92866
Contact: Dana Robertson
Email: drobotson@cityoforange.org
Phone: (714) 744-7283

Contract: City of Perris
 Address: 101 N. D St., Perris, CA 92570
 Contact: Josh Estrada
 Email: JEstrada@cityofperris.org
 Phone: (951) 830-8606

Contract: University of California, Office of the President
 Address: 14350 Meridian Parkway, Riverside, CA 92518
 Contact: Darryl Brown
 Email: Darryl.brown@ucop.edu
 Phone: (951) 312-3209

Professional Affiliations:

IACLEA Group Member, Membership Type: Supporting
 ASIS Security Member

If awarded the contract, Lyons will initiate the following protocol:

1. Management / City Meeting to review the post orders, site walks, and any discrepancies that may be present.
2. Management will initiate the hiring program (found below)
3. Management will initiate the quality control program

Staffing Program

If the city wishes to modify, add, or decrease the hours specified, Lyons will adjust accordingly. Lyons Security Service, Inc. will utilize one point of contact for the contract, to help ease the flow of information traffic. The city of Lodi will be assigned Robin Cheatam as the Project Manager. Robin is a security professional with over 40 years of experience and has been responsible for the oversight of security programs in high secret level facilities as well as held responsible roles in handling executive protection to high profiled celebrities. Robin also mentors and trains other practitioners in the field to become better security managers.

To coincide with the Project Manager, Lyons will provide a secondary manager to the project to help oversee all of the activity. The Assistant Project Manager, James Clinger, will act behind the scene to assist verifying the projects objective.

Key Date(s)	Action to be Taken	Person(s) Involved
PHASE ONE – Pre-award		
July 8 2020	Contractor Bid Proposal Due	Lyons Security Service, Inc.
July 18 2020	Anticipated Contract Award Date (Estimated) <i>Notice of Intent to Award</i> issued	The City of Lodi Lyons Security Service, Inc.
PHASE TWO – Award/Start-up Plan		
Jul 20 2020	Initialize contract start-up plan upon receipt of <i>Notice of Intent to Award</i> contract	Lyons Security Service, Inc.
Jul 25 2020 – Start	Execute contract, deliver certificates necessary for approval.	Lyons Security Service, Inc.
Aug 1 – 5 2020	Conduct meeting between Lyons Security Project Manager and Human Resource Manager; recruitment plan for officers to include advertising, screening, and placement	Lyons Security Service, Inc.
Aug 8 2020	Forward proposed security force roster to city Contract Manager for approval	Lyons Security Service, Inc.
Aug 10 2020	Revise, review, develop Post Orders and submit to City Contract Manager for approval	Lyons Security Service, Inc.
PHASE THREE – Training & Implementation		
Aug 10 - 15 2020	Conduct officer and supervisor training, to include city approved post orders	Lyons Security Service, Inc.
Aug 15 – 18 2020	Conduct training/orientation	Lyons Security Service, Inc.
Aug 17 -24 2020	Lyons Security Service, Inc. prepared to begin service Aug 20	Lyons Security Service, Inc.
PHASE FOUR – Follow Up		

Aug 31 2020	Monitor contract transition – Conduct supplemental training as required	Lyons Security Service, Inc. City of Lodi
Sept 14 2020	Conduct initial weekly Status Meeting with City Contract Manager	Lyons Security Service, Inc.

Subcontractors

Lyons Security Service, Inc. will not utilize any subcontractors for this project.

Hiring Process

I. Personnel Recruitment and Selection

A. General Statement of Approach

All guard force personnel will be required to satisfy the job description and qualifications for the positions for which they are hired, without exception.

B. Personnel Recruitment Program

1. Request resume of qualifications from respondents.
2. Review resumes and identify qualified candidates.
3. Conduct interviews with qualified candidates.
4. Review applications and required documentation supplied by applicants.
5. Conduct interviews with qualified candidates to verify minimum qualifications.
6. Conduct background investigations including fingerprint tests.
7. Coordinate physical exams for all qualified candidates.
8. Review standards of conduct policy with all city contract manager -approved personnel.
9. Create employee files for all city contract manager -approved personnel.
 - a) Maintain original file the corporate office and available to the city contract manager upon request.
 - b) Maintain a computerized roster both at the corporate office.

II. Minimum Qualifications

- A. Possess a minimum 2 years’ experience in security, military, and/or law enforcement.
- B. Possess the necessary language proficiency as required by the contract.
- C. Minimum either a high school diploma or a General Equivalency Diploma
- D. Must have a current Guard Card distributed by the BSIS
- E. Possess binocular vision, correctable to 20/30 (Snellen) and not color blind.
- F. Be capable of hearing ordinary conversation without the benefit of a hearing aid.
- G. Provide certification from a licensed physician as evidence of physical fitness.

III. Background Investigations

All guard force personnel will be required to pass a suitable background investigation, including credit check, proof of favorable employment during the previous three years, recommendation(s) from previous superiors, a police check covering criminal and/or subversive activities, and verification of personal residence. Such background investigations will be utilized to confirm each applicant’s information:

1. Skills
2. Qualifications
3. Performance levels
4. DMV Record retrieval for all patrol personnel
5. Customer Service History
6. Reliability
7. Communication skills
8. Fingerprint check conducted by the CA Dept. of Justice

Quality Control Program

Training

All newly hired guard force personnel will undergo an extensive pre-service training program of not less than 40 hours of basic training. All guard force personnel will then continue with in-service and refresher training programs throughout the life of the contract to ensure continued quality performance.

All security will be equipped with the following training:

1. Duties and Functions of Security Guards
2. Prevention and Protection
3. Enforcement
4. Special Problems
5. General Emergency Service
6. Active Shooter Response
7. Understanding Young Adult Behavior
8. Customer Service
9. Cultural Diversity
10. Self Defense/Situational Awareness
11. First Aid
12. Fire Prevention, Control, & Suppression; use of fire extinguisher
13. Blood borne pathogens
14. Hygiene Practices
15. Hazard communication
16. Patrol Techniques
17. Security Guard Safety
18. Terrorism
19. Traffic Control
20. Non-confrontational / "De-escalation" communication techniques

Inspections

Quality assurance inspections will be performed in order to ensure the optimum performance of guard force personnel and adherence to all contractual requirements. The Lyons inspection system encompasses both scheduled and unscheduled inspections, comprised of daily, weekly, and quarterly inspections. Deficiencies will be reported to the corporate office immediately. Accordingly, subsequent corrective action shall be devised and immediately implemented.

Inspection reports will be maintained as a permanent record and shall include a detailed account of all pertinent information relating to each detected deficiency and subsequent corrective action:

Post Inspections	<ul style="list-style-type: none"> • Each week, the Project Manager will provide the Supervisor staff with a detailed program identifying scheduled and unscheduled inspections to be performed. These inspections shall be performed utilizing the required checklists and established filing procedures. • The Supervisor(s) will conduct a detailed inspection of each post per shift during working hours to ensure that guards are performing their duties in accordance with the general and post orders and to ascertain the functionality of equipment. Post inspections shall include one scheduled and one unscheduled inspection. • The Supervisor will inspect posts. Inspection reports contain, but are not limited to: <ol style="list-style-type: none"> 1. Attitude and personal hygiene 2. Condition of assigned equipment 3. Condition of uniforms 4. Knowledge of general and post orders 5. Knowledge of revised and/or special orders 6. Condition and functionality of the post (e.g., telephones and equipment) 7. Accuracy and completeness of post logs
Daily Inspections	<ul style="list-style-type: none"> • The Project Manager and Supervisor(s) will monitor daily operational elements of the program, including a review of posts, activities, incidents, and log reports. • Each month, the Project Manager and Supervisor(s) will review the daily inspection reports for the previous month and reward those individuals selected as exemplary employee(s).
Weekly Inspections	<ul style="list-style-type: none"> • Post inspections by the Supervisor will be performed weekly in order to ensure that guards are performing duties in accordance with the general and post orders and to ensure that all equipment is in proper, functional order. Each week, the Supervisor will conduct one scheduled and one unscheduled detailed inspection of each post.

- The Project Manager will personally review the performance of the Supervisor weekly.
- Bimonthly, the Project Manager and Supervisor will review the training needs and activities of the guard force as well as any security-related problems or incidents.
- The Supervisor will conduct a weekly review of key control, including an inspection of all keys and combinations.
- The Project Manager will also conduct weekly staff meetings with the Supervisor(s) for the purpose of resolving conflicts and maintaining effective lines of communication. During the staff meetings, the Project Manager and Supervisor(s) will evaluate performance improvement suggestions submitted by guard force personnel.

Monthly Inspections	<ul style="list-style-type: none"> • Each month, the Project Manager will personally review key control, preparedness for emergency response, and inspect all guard force equipment.
Quarterly Inspections	<ul style="list-style-type: none"> • Members of the Lyons management staff will conduct a detailed inspection of the guard force program each quarter. Each inspection shall include, but is not limited to, the following: <ol style="list-style-type: none"> 1. Performance evaluation of the Project Manager and Supervisor. 2. A review of each post operation, to include general and post orders, familiarity of personnel with post functions and emergency procedures, and operational expertise with special and equipment. 3. A random inspection of guard personnel to monitor the condition of uniforms and physical appearance, and to determine the levels of alertness, record keeping, security knowledge, job familiarity, morale, and attitude. 4. A detailed review with the city's contact(s) of noted deficiencies, problems, personnel issues, improvements, and suggested modifications. 5. A review of both operational and administrative records.
As Needed	<ul style="list-style-type: none"> • Unscheduled inspections will be used at any time during the course of the contract to ensure the optimum performance of guard force personnel and compliance with all contractual requirements

Equipment

Body Cameras:

Body Cameras are used to capture any unforeseen instances that may require video surveillance. Our officer may be equipped with body cameras to capture any video or photo surveillance that may be found necessary to act as evidence. The cameras are fitted each individual on their chests and can record up to 2 hours of live feed prior to need of charge. Videos are uploaded online and can be seen through a link sent to the contracting representative.

Body Camera



To coincide with cameras, we will utilize both digital check-ins as well as mobile devices.

Digital Check-Ins

At Lyons, we utilize an electronic check-in/check-out service for our officers through an application supported on all Android and Apple products. The application allows our officers to see their schedules, confirm their schedules, switch their schedules, see post orders for each site, as well as provide GPS capability which allows all supervisors to see exactly where the officer is when he/she checks in and out. If an employee forgets to check-in or out, our supervisors receive a notice within 5-minutes indicating an employee missed a check-in or out.



Mobile Devices

The appropriate security guard personnel (Patrol officers) will be provided a mobile device to gain quick access to corporate office and after hour emergencies staffing for client personnel. The device will be utilized and monitored for emergency purposes as well official security business. The mobile devices will have the Project Managers number on speed dial, local police department and fire department, as well as any numbers requested by the client under contract agreements.

Reports

Reports are often overlooked but at Lyons Security Service, we believe they are a critical aspect in us performing our services as they depict the live issues facing each site. So often, clients get the “all clear” reports, but at Lyons we have a specific approach to our report writing that differentiates us from our competitors and allows our staff to provide specific information ascertaining to our client sites. Reports will be sent automatically daily at 5:00 AM to all client contractor representative(s). Reports will include sweep verifications along with all activities throughout the past 24 hours.

Lyons Security Service Inc
1 800 441 8888

Site: [Redacted] 03/20/2020

ID	Time	Location	Status	Priority	Remarks	Image
140904	3:04:12	City of [Redacted]	Patrol	Low	Check in	
140905	3:04:17	City of [Redacted]	Patrol	Low	No issues	
140906	3:04:18	City of [Redacted]	Patrol	Low	Check in	
140907	3:04:21	City of [Redacted]	Patrol	Low	No issues	
140908	3:04:24	City of [Redacted]	Patrol	Low	No issues	
140909	3:04:27	City of [Redacted]	Patrol	Low	Check in	
140910	3:04:30	City of [Redacted]	Patrol	Low	No issues	
140911	3:04:33	City of [Redacted]	Patrol	Low	Check in	
140912	3:04:36	City of [Redacted]	Patrol	Low	No issues	
140913	3:04:39	City of [Redacted]	Patrol	Low	Check in	
140914	3:04:42	City of [Redacted]	Patrol	Low	No issues	
140915	3:04:45	City of [Redacted]	Patrol	Low	Check in	
140916	3:04:48	City of [Redacted]	Patrol	Low	No issues	
140917	3:04:51	City of [Redacted]	Patrol	Low	Check in	



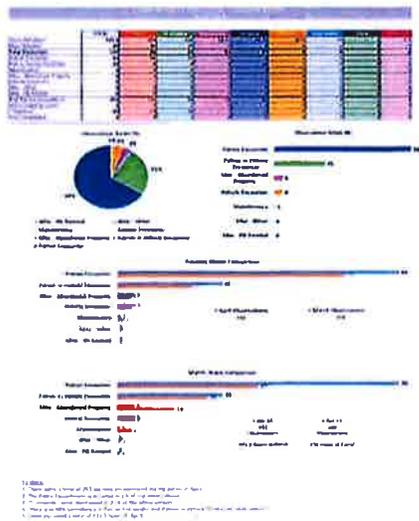
14/07/19	13:21	City of Lodi	Unarmed Security	Page	No	Responsible person's name and contact
14/07/19	1:15:10	City of Lodi	Unarmed Security	Page	No	14/07/19 13:21:10 City of Lodi Unarmed Security Page No Responsible person's name and contact
14/07/19	2:00:40	City of Lodi	Unarmed Security	Page	No	Responsible person's name and contact
14/07/19	2:09:55	City of Lodi	Unarmed Security	Page	No	Responsible person's name and contact
14/07/19	2:11:45	City of Lodi	Unarmed Security	Page	No	Responsible person's name and contact
14/07/19	2:22:21	City of Lodi	Unarmed Security	Page	No	Responsible person's name and contact
14/07/19	2:28:17	City of Lodi	Unarmed Security	Page	No	Responsible person's name and contact

As stated above, sweep verification equipment is intertwined with our daily activity reports as we utilize QR Codes to identify the routes of each officer. QR Codes are time-stamped and indicate where an officer is an exact time. The codes are stickers that do not cause any damage once removed and can be easily replaced if taken off. Furthermore, the codes are used through a mobile device and are delivered at the end of each shift.

Sample:

07/09/19	4:32:39 AM	CMDN	Apartments	Building F - Parking Structure	Yes	Cleared
07/09/19	4:35:05 AM	CMDN	Apartments	Building F - Parking Structure	Yes	Cleared
07/09/19	4:38:44 AM	CMDN	Apartments	Building F - 4th Floor	Yes	Cleared
07/09/19	4:37:18 AM	CMDN	Apartments	Building F - 3rd Floor	Yes	Cleared
07/09/19	4:37:46 AM	CMDN	Apartments	Building F - 2nd Floor	Yes	Cleared
07/09/19	4:38:19 AM	CMDN	Apartments	Building F - 1st Floor	Yes	Cleared
07/09/19	4:38:16 AM	CMDN	Apartments	Building F - 1st Floor	Yes	Cleared
07/09/19	4:43:29 AM	CMDN	Apartments	Building F - 4th Floor	Yes	Cleared
07/09/19	4:43:50 AM	CMDN	Apartments	Building F - 3rd Floor	Yes	Cleared
07/09/19	4:44:28 AM	CMDN	Apartments	Building F - 3rd Floor	Yes	Cleared
07/09/19	4:44:54 AM	CMDN	Apartments	Building F - 1st Floor	Yes	Cleared

All the data from the reports may be found on our reporting website, this data is collected and stored so our clients may utilize the information to better support the reasoning for security presence (as seen below).



Uniforms

All officers will be dressed in our standard uniforms that include: Blue long or short sleeve company shirt, white t-shirt, ID badge, shield, black belt, navy blue pants, black shoes.



Patrol Unit

Staff will be given company-owned vehicles as deemed necessary under the contract. In this case, the city of Lodi has requested both a golf cart and bicycle to be provided by the contractor. Lyons will provide both these items and maintain these items as requested.

Cost Page

Jul 1 2020 – Jun 30 2021

Basic Hourly Wage	\$16.00	
		\$ 16.00
FICA Taxes	\$1.22	
FUE & SUE Taxes	\$0.28	
Worker's Compensation	\$1.00	
		\$2.50
General Liability	\$0.39	
Sub Total		\$ 18.89
Management		
Accounting	\$0.12	
Field Management Expenses	\$0.94	
Project Manager Expense	\$0.47	
Office Expenses	\$0.92	
Profit	\$0.57	
Training	\$0.14	
Uniform Fees	\$0.08	
Employee Health Insurance	\$1.76	
Employee Sick Pay	\$0.22	
Equipment Expense	\$0.28	
E & O Costs	\$0.04	
CA Unemployment Fund	\$ 0.05	
Vehicle Expenses		
Vehicle	\$0.28	
Insurance	\$0.10	
Gas	\$0.00	
Maintenance	\$0.17	
Security Accessories	\$0.01	
TOTAL HOURLY RATE		\$25.04

Jul 1 2021 – Jun 30 2022

Basic Hourly Wage	\$17.00	
		\$ 17.00
FICA Taxes	\$1.30	
FUE & SUE Taxes	\$0.28	
Worker's Compensation	\$1.06	
		\$2.64
General Liability	\$0.39	
Sub Total		\$ 20.03
Management		
Accounting	\$0.12	
Field Management Expenses	\$1.00	
Project Manager Expense	\$0.50	
Office Expenses	\$0.98	
Profit	\$0.60	
Training	\$0.14	
Uniform Fees	\$0.08	
Employee Health Insurance	\$1.76	
Employee Sick Pay	\$0.22	
Equipment Expense	\$0.28	
E & O Costs	\$0.04	
CA Unemployment Fund	\$ 0.05	
Vehicle Expenses		
Vehicle	\$0.28	
Insurance	\$0.10	
Gas	\$0.00	
Maintenance	\$0.17	
Security Accessories	\$0.01	
TOTAL HOURLY RATE		\$26.36

Jul 1 2022 – Jun 30 2023

Basic Hourly Wage	\$18.00	
		\$ 18.00
FICA Taxes	\$1.38	
FUE & SUE Taxes	\$0.28	
Worker's Compensation	\$1.13	
		\$2.78
General Liability	\$0.39	
Sub Total		\$ 21.17
Management		
Accounting	\$0.12	
Field Management Expenses	\$1.06	
Project Manager Expense	\$0.53	
Office Expenses	\$1.03	
Profit	\$0.64	
Training	\$0.14	
Uniform Fees	\$0.08	
Employee Health Insurance	\$1.76	
Employee Sick Pay	\$0.22	
Equipment Expense	\$0.28	
E & O Costs	\$0.04	
CA Unemployment Fund	\$ 0.05	
Vehicle Expenses		
Vehicle	\$0.28	
Insurance	\$0.10	
Gas	\$0.00	
Maintenance	\$0.17	
Security Accessories	\$0.01	
TOTAL HOURLY RATE		\$27.67

AMENDMENT NO. 5
TO PROFESSIONAL SERVICES AGREEMENT

LYONS SECURITY SERVICES, INC.

THIS AMENDMENT No. 5 to PROFESSIONAL SERVICES AGREEMENT, is made and effective this ____ day of _____, 2019, by and between the CITY OF LODI, a municipal corporation, (hereinafter "CITY"), and LYONS SECURITY SERVICES, INC., a California corporation, (hereinafter "CONTRACTOR").

WITNESSETH:

1. WHEREAS, CONTRACTOR and the CITY, entered into a Professional Services Agreement (the "Agreement") on September 23, 2015, for security services at Hutchins Street Square, in the amount not to exceed \$40,000 per year and Amendment No. 1 on June 27, 2016, to increase the annual "not to exceed amount" from \$40,000 to \$60,000, as the result of increased rentals at Hutchins Street Square requiring security services ("Amendment No. 1"). The Agreement and Amendment No. 1 are attached hereto as Exhibits A and A-1, respectively, and made a part hereof. The term of the Agreement was September 23, 2015 through August 7, 2018. References to the "Agreement" include Amendment No. 1.
2. SECOND AMENDMENT: On September 6, 2017, CONTRACTOR and CITY amended the Fee Proposal to the Agreement to increase the "Security Officer" rate to \$19.85 per hour and \$29.78 per hour for overtime and holidays. Amendment No. 2 is attached hereto as Exhibit A-2 and made a part hereof. References to the "Agreement" include Amendment No. 2.
3. THIRD AMENDMENT: On May 22, 2018, CONTRACTOR and CITY amended the Fee Proposal to the Agreement to increase the "Security Officer" rate to \$21.40 per hour for services at the Lodi Public Library only. In addition, the term of the Agreement was extended to June 30, 2019. Amendment No. 3 is attached hereto as Exhibit A-3 and made a part hereof. References to the "Agreement" include Amendment No. 3.
4. FOURTH AMENDMENT: On August 20, 2019, CONTRACTOR and CITY amended the Agreement to:
 - a) Include providing security services at Hutchins Street Square and the Lodi Public Library, and to increase the "Security Officer" rate to \$22.90 per hour for services at both facilities. The description of services and charges was set forth therein; and
 - b) Execute the option under Section 2.7 of the Agreement to extend the Agreement for a one-year term commencing July 1, 2019 through June 30, 2019, for services at Hutchins Street Square and the Lodi Public Library.Amendment No. 4 is attached hereto as Exhibit A-4 and made a part hereof. Reference to the Agreement include Amendment No. 4.
5. FIFTH AMENDMENT: CONTRACTOR and CITY now desire to amend the Agreement as follows:
 - a) Provide additional security services at the City Hall Campus comprised of 221 W. Pine St. (City Hall), 305 W. Pine St. (Carnegie Forum), 230 W. Elm St. (PRCS), and 310 W. Elm St. (Financial Services/Customer Service). CONTRACTOR shall provide

one (1) security officer for coverage of this area during the following hours, except for major holidays on which City Hall and the Finance Department are closed:

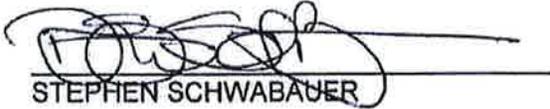
Monday: 7:00 am – 6:00 pm
Tuesday: 6:30 am – 6:00 pm
Wednesday: 7:00 am – 6:00 pm*
Thursday: 7:00 am – 6:00 pm
Every other Friday: 7:30 am – 5:30 pm

* Wednesday hours will be extended from 6:00 pm – 9:30 pm on the 1st and 3rd Wednesday each month.

6. **TERMS AND CONDITIONS:** Total annual fees under the Agreement are not to exceed \$130,000. The term "annual" refers to a 12-month period starting July 1, 2019 and ending June 30, 2020.
7. All other terms and conditions remain as set forth in the Agreement, except to the extent such are modified by Amendments No. 1, No. 2, No. 3, No. 4, or this Amendment No. 5.

CITY OF LODI, a municipal corporation

LYONS SECURITY SERVICES, INC., a
California corporation


STEPHEN SCHWABAUER
City Manager


KATHLEEN GUIDICE
President

Attest:


JENNIFER M. FERRAIOLO
City Clerk

Pamela M. Ferraiolo
Assistant City Clerk

Approved as to Form:


JANICE D. MAGDICH
City Attorney


AGREEMENT FOR PROFESSIONAL SERVICES

ARTICLE 1
PARTIES AND PURPOSE

Section 1.1 Parties

THIS AGREEMENT is entered into on ~~August 7, 2015~~ ^{September 23}, 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 7, 2015 and terminates on August 7, 2018.

Section 2.7 Option to Extend Term of Agreement

At its option, City may extend the terms of this Agreement for an additional two (2) one (1)-year extensions; provided, City gives Contractor no less than thirty (30) days written notice of its intent prior to expiration of the existing term. In the event City

exercises any option under this paragraph, all other terms and conditions of this Agreement continue and remain in full force and effect.

The total duration of this Agreement, including the exercise of any option under this paragraph, shall not exceed five (5) years.

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 and costs), 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, sole negligence, or sole willful misconduct of the City of Lodi, its elected and appointed officials, directors, officers, employees and volunteers. CITY may, at its election, conduct the defense or participate in the defense of any claim related in any way to this indemnification. If CITY chooses at its own election to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification, CONTRACTOR shall pay all of the costs related thereto, including without limitation reasonable attorney fees and costs. The defense and indemnification obligations required by this Agreement are undertaken in addition to, and shall not in any way be limited by the insurance obligations set forth herein.

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 D apply to this Agreement. In the event of a conflict between the terms of this Agreement 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:

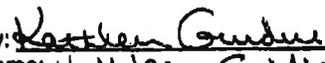

JENNIFER M. FERRAIOLO
City Clerk


STEPHEN SCHWABAUER
City Manager

for APPROVED AS TO FORM:
JANICE D. MAGDICH, City Attorney

LYONS SECURITY SERVICE, INC.

By: 


By: 
Name: Kathleen Guidice
Title: President

- Attachments:**
- Exhibit A - Scope of Services
 - Exhibit B - Fee Proposal
 - Exhibit C - Insurance Requirements
 - Exhibit D - Federal Transit Funding Conditions (if applicable)

Funding Source: 20071300,20071200,20073300
(Business Unit & Account No.)

Doc ID:

CA:Rev.01.2015

Exhibit A

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.

ADDENDUM TO SCOPE OF SERVICES MAP OF HUTCHINS STREET SQUARE FACILITIES

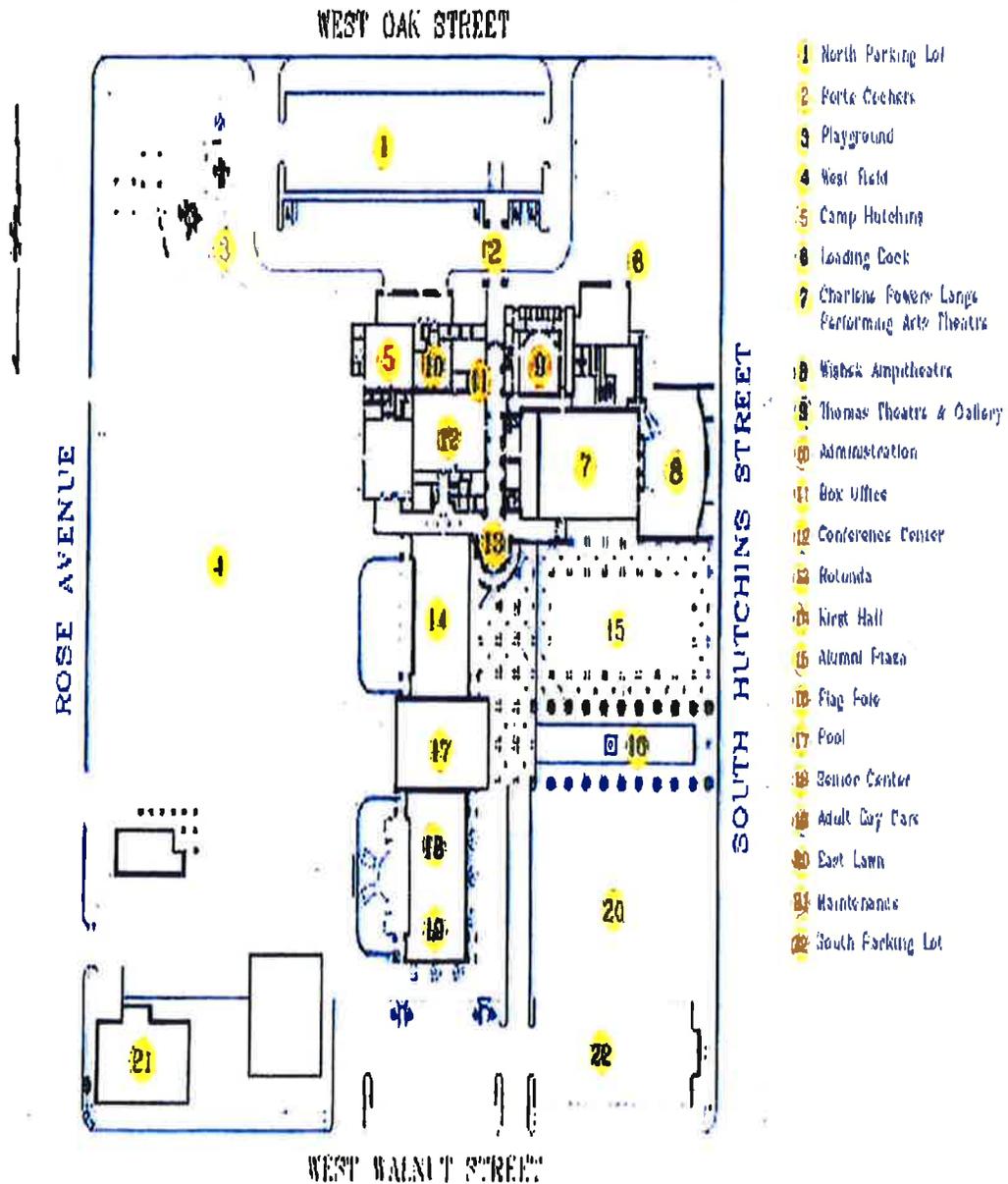


Exhibit B
City of Lodi
Standard Professional Services Agreement
Hutchins Street Square Security Guard Services

Security Officer: \$17.85 per hour
\$26.77 per hour for Overtime and Holidays

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



EXHIBIT C

Insurance Requirements for Contractor The Contractor shall take out and maintain during the life of this Agreement, insurance coverage as listed below. These insurance policies shall protect Contractor and any subcontractor performing work covered by this Agreement 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 Agreement, 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. **COMPREHENSIVE GENERAL LIABILITY**
\$2,000,000 Each Occurrence
\$4,000,000 General Aggregate
2. **COMPREHENSIVE AUTOMOBILE LIABILITY**
\$1,000,000 Combined Single Limit
Such insurance shall cover liability arising out of any vehicle (including, owned, hired and non-hired vehicles) operated in performing any and all services pursuant to this Agreement. Coverage shall be written on ISO form CA 00 01 12 90, or a later version, that provides liability coverage at least as broad as this form.
3. **PROFESSIONAL LIABILITY / ERRORS AND OMISSIONS**
\$2,000,000 Each Occurrence

All limits are to be designated strictly for the City of Lodi, its elected and appointed boards, commissions, officers, agents, employees, and volunteers. All deductibles or self-insured retentions (SIR) must be disclosed to City's Risk Manager for approval and shall not reduce the limits of liability set forth hereinabove. Insurance policies containing any deductible or SIR provision shall provide, or be endorsed to provide, that the deductible or SIR may be satisfied by either the Named Insured(s) or the City of Lodi.

It is required that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits set forth above, shall be available to City as an additional insured. Furthermore, the requirements for coverage and limits shall be (i) the minimum coverage and limits specified in these insurance requirements; or (ii) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Contractor; whichever is greater.

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.).

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

- (a) **Additional Named Insured Endorsement**
Pursuant to a separate endorsement (ISO form CG 2010 (11/85) or a later version, that provides liability coverage at least as broad as this form) 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. An additional named insured endorsement is also required for Auto Liability.
- (b) **Primary and Non-Contributory Insurance Endorsement**
Additional insurance coverage under the Contractor's policy shall be "primary and non-contributory" and will not seek contribution from City's insurance or self-insurance and shall be at least as broad as ISO form CG 20 01 04 13. A primary and non-contributory insurance endorsement is also required for Auto Liability.

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, 95240; (2) The insurance certificate must state, on its face or as an endorsement, a description of the project that it is insuring.

- (c) **Waiver of Subrogation**
Include a waiver of subrogation against the City of Lodi, its elected and appointed boards, commissions, officers, agents, employees, and volunteers. A waiver is required for General Liability and Auto Liability.

Insurance Requirements for Contractor (continued)

- (d) Limits of Coverage
The limits of insurance coverage required may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance of Contractor shall contain, or be endorsed to contain, a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City before the City's own insurance or self-insurance shall be called upon to protect the City as a named insured.
- (e) 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.
- (f) Notice of Cancellation or Change in Coverage 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 West Pine St., Lodi, CA 95240.
- (g) Continuity of Coverage
All policies shall be in effect on or before the first day of the Term of this Agreement. At least thirty (30) days prior to the expiration of each insurance policy, Contractor shall furnish a certificate(s) showing that a new or extended policy has been obtained which meets the minimum requirements of this Agreement. Contractor shall provide proof of continuing insurance on at least an annual basis during the Term. If Contractor's insurance lapses or is discontinued for any reason, Contractor shall immediately notify the City and immediately obtain replacement insurance.
- (h) Failure to Comply
If Contractor fails or refuses to obtain and maintain the required insurance, or fails to provide proof of coverage, the City may obtain the insurance. Contractor shall reimburse the City for premiums paid, with interest on the premium paid by the City at the maximum allowable legal rate then in effect in California. The City shall notify Contractor of such payment of premiums within thirty (30) days of payment stating the amount paid, the name(s) of the insurer(s), and rate of interest. Contractor shall pay such reimbursement and interest on the first (1st) day of the month following the City's notice. Notwithstanding and other provision of this Agreement, if Contractor fails or refuses to obtain or maintain insurance as required by this agreement, or fails to provide proof of insurance, the City may terminate this Agreement upon such breach. Upon such termination, Contractor shall immediately cease use of the Site or facilities and commence and diligently pursue the removal of any and all of its personal property from the site or facilities.
- (j) Qualified Insurer(s)
All insurance required by the terms of this Agreement must be provided by insurers licensed to do business in the State of California which are rated at least "A-, VI" by the AM Best Ratings Guide, and which are acceptable to the City. Non-admitted surplus lines carriers may be accepted provided they are included on the most recent list of California eligible surplus lines insurers (LESLI list) and otherwise meet City requirements.

Workers Compensation Insurance The Contractor shall take out and maintain during the life of this Agreement, 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 Agreement 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 without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 West Pine St., Lodi, CA 95240.

NOTE: The City reserves the right to obtain a full certified copy of any insurance policy or endorsements required. Failure to exercise this right shall not constitute a waiver of the City's right to exercise after the effective date.

AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT

LYONS SECURITY SERVICES, INC.

THIS AMENDMENT No. 1 is made and effective this 27th day of June, 2016, by and between the CITY OF LODI, a municipal corporation, hereinafter called "CITY", and LYONS SECURITY SERVICES, INC., hereinafter called "CONTRACTOR."

WITNESSETH:

- 1. **CONTRACT:** Contractor and City, entered into a Professional Services Agreement on September 23, 2015, for security services at Hutchins Street Square, in the amount not to exceed \$40,000 per year ("Agreement"), attached hereto as Exhibit A and made a part hereof. The term of the Agreement is September 23, 2015 through August 7, 2018.
- 2. **FIRST AMENDMENT:** Contractor and City now desire to amend the Fee Proposal attached to the Agreement as Exhibit B, to increase the annual "not to exceed amount" from \$40,000 to \$80,000, as the result of increased rentals at Hutchins Street Square requiring security services.
- 3. **TERMS AND CONDITIONS:** Annual fees are not to exceed \$60,000. The term "Annual" refers to a 12-month period starting July 1 and ending June 30 of the following year. All other terms and conditions, including the hourly rates paid to Contractor, will remain as set forth in the Agreement.

CITY OF LODI, a municipal corporation

CONTRACTOR



 STEPHEN SCHWABAUER
 City Manager



 LYONS SECURITY SERVICES, INC.

Attest:

By: Kathleen Guidice



 JENNIFER M. FERRAILO
 City Clerk

Title: President

Approved as to Form:



 JANICE D. MAGDICH
 City Attorney

Exhibit A-2

AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT

LYONS SECURITY SERVICES, INC.

THIS AMENDMENT No. 1 is made and effective this ~~31~~^{6th} day of ~~July~~^{September}, 2017, by and between the CITY OF LODI, a municipal corporation, hereinafter called "CITY", and LYONS SECURITY SERVICES, INC., hereinafter called "CONTRACTOR."

mg

WITNESSETH:

- 1 CONTRACT: Contractor and City, entered into a Professional Services Agreement on September 23, 2015, for security services at Hutchins Street Square, in the amount not to exceed \$40,000 per year ("Agreement") and Amendment No. 1 on June 27, 2016, to increase the annual "not to exceed amount" from \$40,000 to \$60,000, as the result of increased rentals at Hutchins Street Square requiring security services ("Amendment No. 1"). The Agreement and the Amendment are attached hereto as Exhibits A and A-1, respectively, and made a part hereof. The term of the Agreement is September 23, 2015 through August 7, 2018
- 2 SECOND AMENDMENT: Contractor and City now desire to amend the Fee Proposal attached to the Agreement as Exhibit B, to increase the "Security Officer" rate to \$19.85 per hour and \$29.78 per hour for overtime and holidays.
3. All other terms and conditions remain as set forth in the Agreement, except to the extent such are modified by Amendment No. 1 or this Amendment No. 2

CITY OF LODI, a municipal corporation

CONTRACTOR


STEPHEN SCHWABAUER
City Manager


LYONS SECURITY SERVICES, INC.

By: Kathleen Guidice
Title: President

Attest:


JENNIFER M. FERRAIOLO
City Clerk

Approved as to Form


JANICE D. MAGDICH
City Attorney

Exhibit B

City of Lodi

Standard Professional Services Agreement

Hutchins Street Square Security Guard Services

Security Officer: \$19.85 per hour, \$29.78 per hour for Holidays. The annual fee is not to exceed \$60,000.00.

EXHIBIT A-5

AMENDMENT NO 3 TO PROFESSIONAL SERVICES AGREEMENT

LYONS SECURITY SERVICES, INC.

THIS AMENDMENT No. 3 is made and effective this 2nd day of May 2018, by and between the CITY OF LODI, a municipal corporation, hereinafter called "CITY", and LYONS SECURITY SERVICES, INC., a California Corporation, hereinafter called "CONTRACTOR."

WITNESSETH:

- 1. **CONTRACT:** Contractor and City, entered into a Professional Services Agreement on September 23, 2015, for security services at Hutchins Street Square, in the amount not to exceed \$40,000 per year and Amendment No. 1 on June 27, 2016, to increase the annual "not to exceed amount" from \$40,000 to \$60,000, as the result of increased rentals at Hutchins Street Square requiring security services (collectively "Agreement"). The Agreement and the Amendment are attached hereto as Exhibits A and A-1, respectively, and made a part hereof. The term of the Agreement is September 23, 2015 through August 7, 2018.
- 2. **SECOND AMENDMENT:** On September 6, 2017, Contractor and City amended the Fee Proposal to the Agreement to increase the "Security Officer" rate to \$19.85 per hour and \$29.78 per hour for overtime and holidays. The Second Amendment is attached hereto as Exhibit A-2 and made a part hereof. References to the "Agreement" include the Second Amendment.
- 3. **THIRD AMENDMENT:** Contractor and City now desire to amend the Agreement to:
 - a) Include providing security services at the Lodi Public Library, in the amount not to exceed \$10,000 through August 7, 2018, and to increase the "Security Officer" rate to \$21.40 per hour for services at the Lodi Public Library only. The description of services and charges is attached hereto as Exhibit B and made a part hereof; and
 - b) Execute the option under Section 2.7 of the Agreement to extend the Agreement for a one-year term commencing August 8, 2018 through August 7, 2019 for services at Hutchins Street Square and the Lodi Public Library. The description of services and charges is attached hereto as Exhibit B and made a part hereof.
- 4. **TERMS AND CONDITIONS:** Total annual fees under the Agreement are not to exceed \$120,000. The term "Annual" refers to a 12-month period starting July 1, 2018 and ending June 30, 2019. All other terms and conditions will remain as set forth in the Agreement.

CITY OF LODI, a municipal corporation

CONTRACTOR



 STEPHEN SCHWABAUER
 City Manager



 LYONS SECURITY SERVICES INC
 a California Corporation

Attest:

By: Kathleen Guidice
 Title: President



 JENNIFER M. FERRAIOLO
 City Clerk

Approved as to Form



JANICE D. MAGDICH
City Attorney

EXHIBIT A

SCOPE OF SERVICES

When security officers are assigned to Hutchins Street Square, they shall perform duties as outlined in the original Agreement dated September 23, 2015.

When assigned to the Lodi Public Library, one guard shall be placed at the Lodi Public Library, 201 W. Locust St., Lodi, California, as follows:

From contract execution through June 30, 2018: 38 hours of service per week, which shall be from 10 a.m. to 5 p.m. Saturdays and Sundays; and 1 p.m. to 7 p.m., Mondays, Tuesdays, Wednesdays and Thursdays. No services will be assigned on Memorial Day, May 28.

From July 1, 2018 through June 30, 2019, pending City Council adoption of the Fiscal Year 2018/2019 budget to include \$60,000 for security services at the Lodi Public Library, Lyons Security Services shall provide a security officer for up to 2,800 hours upon a mutually agreeable schedule with the Library Director.

All incident reports shall be submitted within twenty-four (24) hours to c/o **Lodi Public Library**
Attn: **Library Director**
201 W. Locust St.
Lodi, California 95240

Incident reports may be submitted by email to the Director and the City of Lodi Risk Manager.

The Lyons Security Officer's authority and services are restricted to the geographical boundaries of the Lodi Public Library.

The Security Officer will be a certified Security Officer equipped with a cellular phone, a Lyons uniform and a Lyons identification badge to safeguard the property of the Library, its employees and patrons. The Officer shall enforce the Library Behavior Policy; shall patrol the complex grounds by foot during contracted hours; shall protect against vandalism, theft, or any acts of aggression toward the buildings and surrounding property, the personal property of the tenants and employees, and the tenants' and employees' physical well-being; and shall challenge any intruder suspected of the above acts and notify the local authorities for assistance.

Exhibit B

City of Lodi

Standard Professional Services Agreement

Hutchins Street Square Security Guard Services shall be billed at \$19.85 per hour through August 7, 2018, and \$21.40 per hour from August 8, 2018 through August 7, 2019. The total fee is not to exceed \$60,000 between July 1, 2018 and June 30, 2019.

Lodi Public Library Security Guard Services shall be billed at \$21.40 per hour upon contract execution through August 7, 2019. The total fee is not to exceed \$10,000 between the contract execution date and June 30, 2018, and shall not exceed \$60,000 between July 1, 2018 and June 30, 2019.

AMENDMENT NO. 4 TO PROFESSIONAL SERVICES AGREEMENT

LYONS SECURITY SERVICES, INC.

THIS AMENDMENT No. 4 is made and effective this 20th day of August 2019, by and between the CITY OF LODI, a municipal corporation, hereinafter called "CITY", and LYONS SECURITY SERVICES, INC., a California Corporation, hereinafter called "CONTRACTOR."

WITNESSETH:

- 1 **CONTRACT:** Contractor and City, entered into a Professional Services Agreement on September 23, 2015, for security services at Hutchins Street Square, in the amount not to exceed \$40,000 per year and Amendment No. 1 on June 27, 2016, to increase the annual "not to exceed amount" from \$40,000 to \$60,000, as the result of increased rentals at Hutchins Street Square requiring security services ("Amendment No. 1"). The Agreement and the Amendment are attached hereto as Exhibits A and A-1, respectively, and made a part hereof. The term of the Agreement is September 23, 2015 through August 7, 2018.
- 2 **SECOND AMENDMENT:** On September 6, 2017, Contractor and City amended the Fee Proposal to the Agreement to increase the "Security Officer" rate to \$19.85 per hour and \$29.78 per hour for overtime and holidays. The Second Amendment is attached hereto as Exhibit A-2 and made a part hereof. References to the "Agreement" include the Second Amendment.
- 3 **THIRD AMENDMENT:** On May 22, 2018, Contractor and City amended the Fee Proposal to the Agreement to increase the "Security Officer" rate to \$21.40 per hour for services at the Lodi Public Library only. The description of services and charges is attached hereto as Exhibit B and made a part hereof. References to the "Agreement" include the Third Amendment.
- 4 **FOURTH AMENDMENT:** Contractor and City now desire to amend the Agreement to:
 - a) Include providing security services at Hutchins Street Square and the Lodi Public Library, and to increase the "Security Officer" rate to \$22.90 per hour for services at both facilities. The description of services and charges is attached hereto as Exhibit B and made a part thereof; and
 - b) Execute the option under Section 2.7 of the Agreement to extend the Agreement for a one-year term commencing August 8, 2019 through August 7, 2020, for services at Hutchins Street Square and the Lodi Public Library. The description of services and charges is attached hereto as Exhibit B-1 and made a part hereof; and
- 5 **TERMS AND CONDITIONS:** Total annual fees under the Agreement are not to exceed \$130,000. The term "annual" refers to a 12-month period starting July 1, 2019 and ending June 30, 2020. All other terms and conditions will remain as set forth in the Agreement.

All other terms and conditions remain as set forth in the Agreement, except to the extent such are modified by Amendments No. 1, No. 2, No. 3, or this Amendment No. 4.

CITY OF LODI, a municipal corporation


STEPHEN SCHWABAUER
City Manager

Attest:


JENNIFER M. FERRAIOLO
City Clerk

Approved as to Form:


JANICE D. MAGDICH
City Attorney 

CONTRACTOR, a California corporation


LYONS SECURITY SERVICES, INC.

By: Kathleen Guidice

Title: President

EXHIBIT A

SCOPE OF SERVICES

Hutchins Street Square

When security officers are assigned to Hutchins Street Square, they shall perform duties as outlined in the original Agreement dated September 23, 2015.

Lodi Public Library

When assigned to the Lodi Public Library, one guard shall be placed at the Lodi Public Library, 201 W. Locust St., Lodi, California, during public hours for up to 2,800 hours per fiscal year upon a mutually agreeable schedule with the Library Services Director.

All incident reports at the Library shall be submitted within twenty-four (24) hours to c/o **Lodi Public Library**

Attn: **Library Director**

201 W. Locust St.

Lodi , California 95240

Incident reports may be submitted by email to the Director and the City of Lodi Risk Manager.

The Lyons Security Officer's authority and services are restricted to the geographical boundaries of the Lodi Public Library.

The Security Officer will be a certified Security Officer equipped with a cellular phone, a Lyons uniform and a Lyons identification badge to safeguard the property of the Library, its employees and patrons. The Officer shall enforce the Library Behavior Policy; shall patrol the complex grounds by foot during contracted hours; shall protect against vandalism, theft, or any acts of aggression toward the buildings and surrounding property, the personal property of the tenants and employees, and the tenants' and employees' physical well-being; and shall challenge any intruder suspected of the above acts and notify the local authorities for assistance.

City Hall Campus

When assigned to the City Hall Campus (comprised of 221 W. Pine St (City Hall), 305 W. Pine St (Carnegie Forum), 310 W. Elm St (Financial Services/Customer Service), and 230 W. Elm St (PRCS)), one guard shall be placed at the City Hall Campus during the following hours, except for major holidays on which the City Hall Campus and Financial Services/Customer Service are closed:

Monday:	7:00 am – 6:00 pm
Tuesday:	6:30 am – 6:00 pm
Wednesday:	7:00 am – 6:00 pm*
Thursday:	7:00 am – 6:00 pm

Every other Friday: 7:30 am – 5:30 pm

* Wednesday hours will be extended from 6:00 pm – 9:30 pm on the 1st and 3rd Wednesday each month.

All incident reports at the Lodi City Hall Campus shall be submitted within twenty-four (24) hours by email to the City of Lodi Risk Manager.

The Lyons Security Officer's authority and services are restricted to the geographical boundaries of the Lodi City Hall Campus.

The Security Officer will be a certified Security Officer equipped with a cellular phone, a Lyons uniform and a Lyons identification badge to safeguard the property of the Lodi City Hall Campus, its employees and patrons. The Officer shall perform the duties outlined in the original Agreement dated September 23, 2015. In general, the Officer shall patrol the complex grounds by foot during contracted hours; shall protect against vandalism, theft, or any acts of aggression toward the buildings and surrounding property, the personal property of the tenants and employees, and the tenants' and employees' physical well-being; and shall challenge any intruder suspected of the above acts and notify the local authorities for assistance.

Exhibit B

City of Lodi

Standard Professional Services Agreement

Security Officer services for Hutchins Street Square, the Lodi Public Library and the Lodi City Hall Campus shall be billed at \$22.90 per hour from August 8, 2019 to contract expiration. The total fee is not to exceed \$70,000 between July 1, 2019 and June 30, 2020 at the Lodi Public Library, not to exceed \$65,000 between July 1, 2019 and June 30, 2020, at Hutchins Street Square, and not to exceed \$60,000 between July 1, 2019, and June 30, 2020 at the Lodi City Hall Campus.

Total fees between July 1, 2019 and contract expiration are subject to appropriation within the City budget.

The overtime rate, if Security Officers are requested to work on holidays recognized by the either the Lodi Public Library or Hutchins Street Square, is \$34.35 per hour . The overtime rate will also apply for regularly schedule service at the Lodi City Hall Campus that requires overtime to be paid by Contractor.

RESOLUTION NO. 2020-_____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT NO. 6 TO THE PROFESSIONAL SERVICES AGREEMENT WITH LYONS SECURITY SERVICES, INC., OF ORANGE, FOR SECURITY SERVICES AT HUTCHINS STREET SQUARE, THE LODI PUBLIC LIBRARY, LODI CITY HALL COMPLEX, LODI TRANSIT STATION, AND PARKING GARAGE

WHEREAS, Lyons Security Services, Inc., has provided security officers for events at Hutchins Street Square since 2012, and to ensure the safety and comfort of patrons and staff at the Lodi Public Library since mid-2018, and to ensure the safety and comfort of patrons and staff at the Lodi City Hall Complex since July 2019; and

WHEREAS, the existing contract for all three sites expires August 7, 2020; and

WHEREAS, Lyons security officers have been present, professional, and responsive, as have Lyons administrative staff, performing all duties to the satisfaction of all City staff; and

WHEREAS, the contract with the existing third-party provider for security services at the Lodi Transit Station and Parking Garage expires on July 31, 2020, and the current provider and the City are unable to agree on a contract extension; and

WHEREAS, the State’s annual minimum wage increases has led to Lyons Security Service, Inc., requesting annual rate increases to the contract during the proposed three-year extension; and

WHEREAS, staff requests that the City Council authorize the City Manager to execute Amendment No. 6 to the agreement with Lyons Security Services, Inc., which adds services at the Lodi Transit Station and Parking Garage, increases the hourly rate, and adds annual increases due to the State of California’s required minimum wage increases, and extends the contract term by three years.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute Amendment No. 6 to the Professional Services Agreement with Lyons Security Services, Inc., of Orange, California, thereby extending the contract term three years to June 30, 2023, increasing the hourly rate, adding annual rate increases due to the State of California’s minimum wage increases, adding services at the Lodi Transit Station and Parking Garage, in an amount not to exceed \$509,000 for existing services, and \$657,000 for Lodi Transit Station and Parking Garage, for a total contract not-to-exceed value of \$1,166,000; and

BE IT FURTHER RESOLVED, pursuant to Section 6.3q of the City Council Protocol Manual (adopted 11/6/19, Resolution No. 2019-223), the City Attorney is hereby authorized to make minor revisions to the above-referenced document(s) that do not alter the compensation or term, and to make clerical corrections as necessary.

Dated: July 28, 2020

I hereby certify that Resolution No. 2020-_____ was passed and adopted by the City Council of the City of Lodi in a special meeting held July 28, 2020 by the following vote:

- AYES: COUNCIL MEMBERS –
- NOES: COUNCIL MEMBERS –
- ABSENT: COUNCIL MEMBERS –
- ABSTAIN: COUNCIL MEMBERS –

JENNIFER CUSMIR
City Clerk

2020-_____