

Agenda Item No: 4.h

Meeting Date: June 17, 2024

SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Library and Recreation

Prepared by: Craig Veramay,

Assistant Library and Recreation Director

City Manager Approval:

TOPIC: RECREATION EVENTS UNARMED SECURITY GUARD SERVICES

AGREEMENT WITH BARBIER SECURITY GROUP

SUBJECT: AUTHORIZE THE CITY MANAGER TO NEGOTIATE AND ENTER INTO A

PROFESSIONAL SERVICES AGREEMENT WITH BARBIER SECURITY GROUP FOR SECURITY GUARD SERVICES IN AN AMOUNT NOT TO

EXCEED \$600,000 FOR A FIVE-YEAR TERM

RECOMMENDATION:

Authorize the City Manager to negotiate and enter into a Professional Services Agreement with Barbier Security Group for security guard services in an amount not to exceed \$600,000 for a five-year term.

BACKGROUND:

The City of San Rafael Library and Recreation Department routinely rents Recreation Division facilities for private event use. City policy requires certain events utilize security guard services to mitigate the risks associated with the planned activities. The Recreation Division contracts with private security guard vendors for this service.

The security guard's primary responsibility is to maintain an orderly atmosphere for all event attendees, control crowds, monitor and control access to events and facilities, support City staff in the enforcement of facility rules, and respond to emergent situations as they arise. In addition, the City requires security guards to be of a temperament to work and communicate with adults, teens, and children of all ages and be capable of controlling a crowd in all circumstances.

FOR CITY CLERK ONLY
Council Meeting:
Disposition:

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ANALYSIS:

The City has historically entered into agreements with security service vendors to provide security services for Recreation Division events. The City is approaching the end of a current five-year agreement with Barbier Security Group, which expires on June 30, 2024.

On May 1, 2024, the City published a Request for Proposal (RFP) for Recreation Division Security Services. The RFP closed on May 14, 2024, and the City received seven (7) proposals. City staff convened a proposal evaluation group who assessed them based on the following criteria:

- Cost hourly fee per guard and organizational capacity to operate within budget.
- Qualifications and experience of firm and key personnel.
- Demonstrated capacity to furnish an adequate number of security guards to Marin County, CA.
- Three references by former clients. Preference is given to clients located in Marin County, CA.
- Inclusion of all required items and completeness of the proposal.

After evaluating proposals, Barbier Security Group ranked highest of the seven proposals.

The proposed agreement is for a five-year term and establishes the hourly billing rates set forth on an annual basis by Barbier Security Group. Hourly billing rates are flat rates which include all wages, benefits, allowances, differentials, and are billable for time worked. This agreement will require Barbier Security Service to comply with all wage laws, labor code laws, and California meal and rest break laws for the personnel classification type. Hourly rates include all clerical support, materials fees, overhead, profits, and other costs and/or expenses incidental to the performance of the specified requirements under the Professional Services Agreement.

Security service is typically scheduled for private events and activities; however, the City reserves the right to schedule services for other department sponsored events or programs as needed. Security services are scheduled on an ad hoc (as needed) basis. Table 1 provides the details on the facilities included in the agreement as well as the estimated annual service levels.

Table 1: Recreation Facilities and Estimated Service Levels

Facility Name	Facility Location	Estimated Number of Events Annually	Estimated Security Service Hours per facility
Albert J. Boro Community Center	50 Canal St.	30-40	425
Falkirk Cultural Center	1408 Mission St.	30-40	360
Pickleweed Soccer Field	50 Canal St.	20-30	100

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San Rafael	618 B St.	50-60	950
Community Center			
Albert Field Baseball	618 B St.	5-10	50
Stadium			
Terra Linda	670 Del Ganado	5-10	100
Community Center	Rd.		
	TOTALS	Approx. 140-190/yr.	2,160

In 2023, the City scheduled security services for approximately 125 events, many of which required multiple guards on duty at one time. As programs continue to rebound from the impact of the pandemic, staff expect a gradual increase in the number of rental events and hours of security guard services required in future years.

COMMUNITY OUTREACH:

On May 1, 2024, the City published a Request for Proposal (RFP) soliciting proposals from qualified professionals for security guard services. The City contacted 53 vendors, notifying them about the opportunity to submit a proposal, and received seven (7) proposals.

FISCAL IMPACT:

The City charges the direct cost of security services for private rental groups to the renter. The proposed agreement includes hourly fees per guard. The proposed hourly fees for Fiscal Year 2024-25 are 4% higher than current fees. The agreement proposes hourly fees will increase 3% each year for the first three years of the agreement. For option years 4 and 5, the City and vendor have the option to extend the agreement and establish mutually agreeable hourly fees not to exceed 9%.

The City will adjust the security service fees charged to renters annually such that the annual fee increases will be absorbed by rental groups.

The City forecasts the annual expense of security services, as shown in Table 2, based upon the proposed annual hourly fees per guard and the City's projected number of events and total hours of service required annually. Funding for this service has been included in the City's proposed Fiscal Year 2024-25 budget. As costs associated with this contract are fully reimbursed, there is no net fiscal impact to the City's General Fund. Funding for future Fiscal Years will be appropriated on an annual basis based on projected volume of security service needs.

Table 2: Projected annual security quard service expenses

FY 2024-25	\$ 105,000.00

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FY 2025-26	\$ 115,000.00
FY 2026-27	\$ 120,000.00
FY 2027-28	\$ 125,000.00
FY 2028-29	\$ 135,000.00
Total Not to Exceed	\$ 600,000.00

OPTIONS:

The City Council has the following options to consider on this matter:

- 1. Authorize the City Manager to enter into the agreement;
- 2. Authorize the City Manager to enter into the agreement with modifications;
- 3. Direct staff to return with more information; or
- 4. Take no action.

RECOMMENDED ACTION:

Authorize the City Manager to negotiate and enter into a Professional Services Agreement with Barbier Security Group for security guard services in an amount not to exceed \$600,000 for a five-year term.

ATTACHMENTS:

1. Barbier Professional Services Agreement

RESOLUTION NO.

RESOLUTION OF THE SAN RAFAEL CITY COUNCIL AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH BARBIER SECURITY GROUP FOR SECURITY GUARD SERVICES IN AN AMOUNT NOT TO EXCEED \$600,000 FOR A FIVE-YEAR TERM

WHEREAS, the City of San Rafael requires periodic security services for its private group rental events at Community Centers and Sports fields; and

WHEREAS, these security services provide a necessary service to the community to ensure the safety of City assets and community members who are using City facilities and services; and

WHEREAS, Barbier Security Group has provided the City with these services since 2014 and the City has found their services to be of high quality, and the company to be both responsive and responsible; and

WHEREAS, the current agreement term with Barbier Security Group expires on June 30, 2024; and

WHEREAS, the City published a Request For Proposal (RFP) soliciting proposals for security services and received seven (7) proposals; and

WHEREAS, after reviewing all proposals, Barbier Security Group's proposal ranked highest; and

WHEREAS, the City desires to continue to employ Barbier Security Group to provide such services and the Barbier Security Group is willing and able to continue to provide said services.

NOW, THEREFORE BE IT RESOLVED, that the City Council hereby authorizes the City Manager to negotiate and enter into a professional services agreement with Barbier Security Group to provide security services for Recreation Division events in an amount not to exceed \$600,000, subject to final approval as to form by the City Attorney.

I, LINDSAY LARA, Clerk of the City of San Rafael, hereby certify that the foregoing Resolution was duly and regularly introduced and adopted at a regular meeting of the City Council of the City of San Rafael, held on Monday, the 17th day of June 2024, by the following vote, to wit:

AYES: COUNCILMEMBERS: NOES: COUNCILMEMBERS: ABSENT: COUNCILMEMBERS:

LINDSAY LARA, City Clerk

AGREEMENT FOR PROFESSIONAL SERVICES BY AND BETWEEN THE CITY OF SAN RAFAEL AND

BARBIER SECURITY GROUP FOR UNARMED SECURITY SERVICES FOR RECREATION DIVISION RENTAL PROGRAMS

This Agreement is made and entered into as of ________ (the "Effective Date"), by and between the CITY OF SAN RAFAEL, a chartered California municipal corporation (hereinafter "CITY"), and Barbier Security Group, a California Corporation (hereinafter "CONSULTANT"). CITY and CONSULTANT may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A. CITY desires to secure professional services more fully described in this Agreement, at **Exhibit A**, entitled "SCOPE OF SERVICES"; and
- B. **CONSULTANT** represents that it, and its subcontractors, if any, have the professional qualifications, expertise, and necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of **CITY**; and
- C. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

NOW, THEREFORE, the parties hereby agree as follows:

AGREEMENT

1. <u>SERVICES TO BE PR</u>OVIDED.

Except as otherwise may be expressly specified in this Agreement, **CONSULTANT** shall furnish all technical and professional services, including labor, material, equipment, transportation, supervision and expertise (collectively referred to as "Services") to satisfactorily complete the work required by **CITY** at its sole risk and expense. Services to be provided to CITY are more fully described in **Exhibit A** entitled "SCOPE OF SERVICES." **CONSULTANT** acknowledges that the execution of this Agreement by **CITY** is predicated upon representations made by **CONSULTANT** in that certain proposal, dated 5/14/2024 ("Proposal") set forth in **Exhibit A**, which constitutes the basis for this Agreement.

2. COMPENSATION.

In consideration for **CONSULTANT's** complete performance of Services, **CITY** shall pay **CONSULTANT** for all materials provided and services rendered by **CONSULTANT** at the unit

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rates and rates per hour for labor, as set forth in **Exhibit A**, for a total amount not to exceed \$600,000.

CONSULTANT will bill City on a monthly basis for Services provided by **CONSULTANT** during the preceding month, subject to verification by **CITY**. **CITY** will pay **CONSULTANT** within thirty (30) days of City's receipt of invoice.

3. TERM OF AGREEMENT.

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on July 1, 2024 and terminate on June 30, 2029.

4. PROJECT COORDINATION.

- A. CITY'S Project Manager. Craig Veramay, Assistant Library and Recreation Director is hereby designated the PROJECT MANAGER for the CITY and said PROJECT MANAGER shall supervise all aspects of the progress and execution of this Agreement.
- B. CONSULTANT'S Project Director. CONSULTANT shall assign a single PROJECT DIRECTOR to have overall responsibility for the progress and execution of this Agreement for CONSULTANT. Evan Barbier, Chief Executive Officer, is hereby designated as the PROJECT DIRECTOR for CONSULTANT. Should circumstances or conditions subsequent to the execution of this Agreement require a substitute PROJECT DIRECTOR, for any reason, the CONSULTANT shall notify the CITY within ten (10) business days of the substitution.

5. TERMINATION.

- A. **Discretionary**. Either party may terminate this Agreement without cause upon thirty (30) days written notice mailed or personally delivered to the other party.
- B. Cause. Either party may terminate this Agreement for cause upon fifteen (15) days written notice mailed or personally delivered to the other party, and the notified party's failure to cure or correct the cause of the termination, to the reasonable satisfaction of the party giving such notice, within such fifteen (15) day time period.
- C. **Effect of Termination**. Upon receipt of notice of termination, neither party shall incur additional obligations under any provision of this Agreement without the prior written consent of the other.
- D. **Return of Documents**. Upon termination, any and all **CITY** documents or materials provided to **CONSULTANT** and any and all of **CONSULTANT's** documents and materials prepared for or relating to the performance of its duties under this Agreement, shall be delivered to **CITY** as soon as possible, but not later than thirty (30) days after termination.

6. OWNERSHIP OF DOCUMENTS.

The written documents and materials prepared by the **CONSULTANT** in connection with the performance of its duties under this Agreement, shall be the sole property of **CITY**. **CITY** may use said property for any purpose, including projects not contemplated by this Agreement.

7. INSPECTION AND AUDIT.

Upon reasonable notice, **CONSULTANT** shall make available to **CITY**, or its agent, for inspection and audit, all documents and materials maintained by **CONSULTANT** in connection with its performance of its duties under this Agreement. **CONSULTANT** shall fully cooperate with **CITY** or its agent in any such audit or inspection.

8. <u>ASSIGNABILITY</u>.

The parties agree that they shall not assign or transfer any interest in this Agreement nor the performance of any of their respective obligations hereunder, without the prior written consent of the other party, and any attempt to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

9. INSURANCE REQUIREMENTS.

During the term of this Agreement, and for any time period set forth in **Exhibit B**, **CONSULTANT** shall procure and maintain in full force and effect, at no cost to **CITY** insurance policies with respect to employees and vehicles assigned to the performance of Services under this Agreement with coverage amounts, required endorsements, certificates of insurance, and coverage verifications as defined in **Exhibit B**.

10. <u>INDEMNIFICATION</u>.

Except as otherwise provided in subparagraph B of this section, CONSULTANT shall, to the fullest extent permitted by law, indemnify, release, defend with counsel approved by CITY, and hold harmless CITY, its officers, agents, employees and volunteers (collectively, the "City Indemnitees"), from and against any claim, demand, suit, judgment, loss, liability or expense of any kind, including but not limited to attorney's fees, expert fees and all other costs and fees of litigation, (collectively "CLAIMS"), arising out of CONSULTANT'S performance of its obligations or conduct of its operations under this Agreement. The CONSULTANT's obligations apply regardless of whether or not a liability is caused or contributed to by the active or passive negligence of the City Indemnitees. However, to the extent that liability is caused by the active negligence or willful misconduct of the City Indemnitees, the CONSULTANT's indemnification obligation shall be reduced in proportion to the City Indemnitees' share of liability for the active negligence or willful misconduct. In addition, the acceptance or approval of the CONSULTANT's work or work product by the CITY or any of its directors, officers or employees shall not relieve or reduce the CONSULTANT's indemnification obligations. In the event the City Indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from CONSULTANT'S performance of or operations under this Agreement,

CONSULTANT shall provide a defense to the **City Indemnitees** or at **CITY'S** option reimburse the **City Indemnitees** their costs of defense, including reasonable attorneys' fees, incurred in defense of such claims.

- B. Where the services to be provided by **CONSULTANT** under this Agreement are design professional services to be performed by a design professional as that term is defined under Civil Code Section 2782.8, then, to the extent permitted by law including without limitation, Civil Code sections 2782, 2782.6 and 2782.8, **CONSULTANT** shall indemnify and hold harmless the **CITY** and its officers, officials, and employees (collectively **City Indemnitees**) from and against damages, liabilities or costs (including incidental damages, Court costs, reasonable attorney's fees as may be determined by the Court, litigation expenses and fees of expert witnesses incurred in connection therewith and costs of investigation) to the extent they are caused by the negligence, recklessness, or willful misconduct of **CONSULTANT**, or any subconsultants, or subcontractor or anyone directly or indirectly employed by them, or anyone for whom they are legally liable (collectively Liabilities). Such obligation to hold harmless and indemnify any indemnity shall not apply to the extent that such Liabilities are caused in part by the negligence or willful misconduct of such City Indemnitee.
- C. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement, and shall survive the termination or completion of this Agreement for the full period of time allowed by law.

11. NONDISCRIMINATION.

CONSULTANT shall not discriminate, in any way, against any person on the basis of age, sex, race, color, religion, ancestry, national origin or disability in connection with or related to the performance of its duties and obligations under this Agreement.

12. COMPLIANCE WITH ALL LAWS.

CONSULTANT shall observe and comply with all applicable federal, state and local laws, ordinances, codes and regulations, in the performance of its duties and obligations under this Agreement. CONSULTANT shall perform all services under this Agreement in accordance with these laws, ordinances, codes and regulations. CONSULTANT shall release, defend, indemnify and hold harmless CITY, its officers, agents and employees from any and all damages, liabilities, penalties, fines and all other consequences from any noncompliance or violation of any laws, ordinances, codes or regulations.

13. NO THIRD PARTY BENEFICIARIES.

CITY and **CONSULTANT** do not intend, by any provision of this Agreement, to create in any third party, any benefit or right owed by one party, under the terms and conditions of this Agreement, to the other party.

14. NOTICES.

All notices and other communications required or permitted to be given under this Agreement, including any notice of change of address, shall be in writing and given by personal delivery, or deposited with the United States Postal Service, postage prepaid, addressed to the parties intended to be notified. Notice shall be deemed given as of the date of personal delivery, or if mailed, upon the date of deposit with the United States Postal Service. Notice shall be given as follows:

To **CITY**'s Project Manager:

To **CONSULTANT**'s Project Director:

Craig Veramay, Assistant Library and Recreation Director 618 B St San Rafael, CA 94901 Evan Barbier Barbier Security Group 369-B Third Street #440 San Rafael, CA 94901

15. INDEPENDENT CONTRACTOR.

For the purposes, and for the duration, of this Agreement, CONSULTANT, its officers, agents and employees shall act in the capacity of an Independent Contractor, and not as employees of the CITY. CONSULTANT and CITY expressly intend and agree that the status of CONSULTANT, its officers, agents and employees be that of an Independent Contractor and not that of an employee of CITY.

16. ENTIRE AGREEMENT -- AMENDMENTS.

- A. The terms and conditions of this Agreement, all exhibits attached, and all documents expressly incorporated by reference, represent the entire Agreement of the parties with respect to the subject matter of this Agreement.
- B. This written Agreement shall supersede any and all prior agreements, oral or written, regarding the subject matter between the **CONSULTANT** and the **CITY**.
- C. No other agreement, promise or statement, written or oral, relating to the subject matter of this Agreement, shall be valid or binding, except by way of a written amendment to this Agreement.
- D. The terms and conditions of this Agreement shall not be altered or modified except by a written amendment to this Agreement signed by the **CONSULTANT** and the **CITY**.
- E. If any conflicts arise between the terms and conditions of this Agreement, and the terms and conditions of the attached exhibits or the documents expressly incorporated by reference, the terms and conditions of this Agreement shall control.

17. SET-OFF AGAINST DEBTS.

CONSULTANT agrees that **CITY** may deduct from any payment due to **CONSULTANT** under this Agreement, any monies which **CONSULTANT** owes **CITY** under any ordinance, agreement, contract or resolution for any unpaid taxes, fees, licenses, assessments, unpaid checks or other amounts.

18. <u>WAIVERS</u>.

The waiver by either party of any breach or violation of any term, covenant or condition of this Agreement, or of any ordinance, law or regulation, shall not be deemed to be a waiver of any other term, covenant, condition, ordinance, law or regulation, or of any subsequent breach or violation of the same or other term, covenant, condition, ordinance, law or regulation. The subsequent acceptance by either party of any fee, performance, or other consideration which may become due or owing under this Agreement, shall not be deemed to be a waiver of any preceding breach or violation by the other party of any term, condition, covenant of this Agreement or any applicable law, ordinance or regulation.

19. COSTS AND ATTORNEY'S FEES.

The prevailing party in any action brought to enforce the terms and conditions of this Agreement, or arising out of the performance of this Agreement, may recover its reasonable costs (including claims administration) and attorney's fees expended in connection with such action.

20. CITY BUSINESS LICENSE / OTHER TAXES.

CONSULTANT shall obtain and maintain during the duration of this Agreement, a CITY business license as required by the San Rafael Municipal Code, and CONSULTANT shall pay any and all state and federal taxes and any other applicable taxes. CITY shall not be required to pay for any work performed under this Agreement, until CONSULTANT has provided CITY with a completed Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and Certification).

21. SURVIVAL OF TERMS.

Any terms of this Agreement that by their nature extend beyond the term (or termination) of this Agreement shall remain in effect until fulfilled and shall apply to both Parties' respective successors and assigns.

22. APPLICABLE LAW.

The laws of the State of California shall govern this Agreement.

23. COUNTERPARTS AND ELECTRONIC SIGNATURE.

This Agreement may be executed by electronic signature and in any number of counterparts,

each of which shall be deemed an original, but all of which together shall constitute one document. Counterpart signature pages may be delivered by telecopier, email or other means of electronic transmission.

[Signatures are on the following page.]



IN WITNESS WHEREOF, the parties have executed this Agreement as of the day, month and year first above written.

CITY OF SAN RAFAEL:	CONSULTANT:	
CRISTINE ALILOVICH, City Manager	By:	
APPROVED AS TO FORM: Office of the City Attorney	Name: Title:	
By: GENEVIEVE COYLE, Assistant City Attorney	[If CONSULTANT is a corporation, a signature of second corporate officer]	dd
ATTEST: City Clerk	By: Name: Title:	
LINDSAY LARA, City Clerk		

EXHIBIT A SCOPE OF SERVICES

The Services to be performed for **CITY** by **CONSULTANT** under this Agreement are more fully described in **CONSULTANT's** proposal, which is attached to this Exhibit A.

Compensation

For the full performance of the event security services described herein by CONTRACTOR, CITY shall pay CONTRACTOR on an hourly basis per guard as shown below:

- Year #1: July 1, 2024-June 30, 2025:
 - o Regular Hourly Fee: \$41.60
 - Overtime/Holiday: \$62.40
- Year #2: July 1, 2025-June 30, 2026:
 - Regular Hourly Fee: \$42.85
 - o Overtime/Holiday: \$64.28
- Year #3: July 1, 2026-June 30, 2027:
 - o Regular Hourly Fee: \$44.14
 - Overtime/Holiday Fee: \$66.20
- Option Years 4 and 5: To Be Determined based on market rates and inflationary factors, not to exceed 9% per year.

CONTRACTOR RESPONSIBILITIES: Unarmed security services are typically scheduled for private events and activities, however, the City reserves the right to schedule services for other Department sponsored events or programs on an as needed basis.

The vendor must provide the following services:

- 1. Services shall begin on July 1, 2024, and continue for a period of three (3) years until June 30, 2027, with an option to renew on a year-by-year basis for a maximum of two (2) one (1) year renewals as mutually agreed upon.
- 2. **CONTRACTOR** shall provide non-sworn, unarmed, uniformed security guard services for the City of San Rafael at the locations listed below for approximately 2160 hours of service each year. The **CONTRACTOR** must have adequate resources and staff to provide the security services agreed upon.
- 3. **CONTRACTOR** shall provide and supervise security guards who have passed pre-employment drug screening and background checks; and who have the mental and physical qualifications, experience and training needed to successfully perform their assigned duties. The **CONTRACTOR** is responsible for ensuring that security guards have a clear understanding of performance standards, as well as both required and prohibited activities.
- 4. The Security Guard's primary responsibilities include maintaining an orderly atmosphere for all event attendees; control crowds; monitor and control access to events and facilities; support City staff in the enforcement of facility rules; and respond to emergent situations as they arise.

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- 5. Security Guard must be of a temperament to work and communicate with adults, teens, and children of all ages and be capable of controlling a crowd in all circumstances.
- 6. Security Guards may be required to use a two-way radio while on duty.
- 7. Security Guard shall be dressed in uniform with appropriate emblems and/or badges identifying their occupation as a security guard and the name of the company they work for.
- 8. The **CONTRACTOR** shall provide guard services without interruptions. In the case of interruptions in service, including, but not limited to absenteeism, the **CONTRACTOR** must provide a replacement in a reasonable amount of time that will cover agreed-upon Event hours. Additionally, the **CONTRACTOR** must notify the Library and Recreation Department immediately upon receiving a tardy notice from the scheduled guard(s).
- 9. The Security Guard will check-in and check-out with City staff, logging the arrival and departure time for each assigned event.
- 10. The Security Guard's break times shall be agreed upon by the Security Guard and City personnel, and the Security Guard will be responsible for communicating when a break starts and ends.
- 11. The **CONTRACTOR** is responsible for all planning, scheduling, coordination and general training for security guards provided to the City.
- 12. The City will provide site-specific training on City policies and procedures as needed.

PERFORMANCE AND REPORTING REQUIREMENTS: CONTRACTOR agrees to establish a plan for routine reporting and documentation for metrics such as:

- No-show rate/No backfill
- Missed guard shifts
- Reports of incidents, complaints, or concerns requiring Guard intervention or response
- Summaries of violations of policies, procedures, and performance requirements
- Summaries of violations of uniform dress, appearance standards, and proper identification

BACKGROUND CHECKS: CONTRACTOR will conduct personal background checks on all personnel before they are assigned work. Background checks must include fingerprinting. The City of San Rafael reserves the right to verify at their discretion each license and obtain a complaint history from the Department of Consumer Affairs, Bureau of Security and Investigative Services.

LICENSE AND PERMITS: CONTRACTOR and **CONTRACTOR**'s agents and employees shall possess all licenses, registrations, and permits required by the California Department of Consumer Affairs, Bureau of Security and Investigative Services. Such licenses and permits are to be presented to the City of San Rafael staff

on demand.

SUBCONTRACTING: CONTRACTOR shall not subcontract services provided under the Professional Services Agreement unless the City of San Rafael agrees to subcontracting in writing and executed in the same manner as the Professional Services Agreement.

SCHEDULE OF SERVICES: CONTRACTOR shall provide unarmed security guard services on an as needed basis during regular hours of operation as event rentals require. The City allows private rentals to reserve facilities at various times of day 7-days a week. Typically, security services are scheduled between the hours of 9:00am and 10:00pm weekdays, and until 11:30pm on weekends The City does not typically require security services on City Holidays.

CITY'S RESPONSIBILITIES: The City will communicate scheduling needs to the vendor, provide site-specific training and guidance to the contractor as needed, as well as provide notice of holidays, dates the facilities will be closed, or any changes to scheduled event hours.

EXHIBIT B INSURANCE REQUIREMENTS

During the term of this Agreement, and for any time period set forth below, **CONSULTANT** shall procure and maintain in full force and effect, at no cost to **CITY** insurance policies with respect to employees and vehicles assigned to the performance of Services under this Agreement with coverage amounts, required endorsements, certificates of insurance, and coverage verifications as defined in this Exhibit B.

- A. **Scope of Coverage.** During the term of this Agreement, **CONSULTANT** shall maintain, at no expense to **CITY**, the following insurance policies:
- 1. **Commercial general liability**. A commercial general liability insurance policy in the minimum amount of one million dollars (\$1,000,000) per occurrence/two million dollars (\$2,000,000) aggregate, for death, bodily injury, personal injury, or property damage.
- 2. **Automobile liability**. An automobile liability (owned, non-owned, and hired vehicles) insurance policy in the minimum amount of one million dollars (\$1,000,000) per occurrence.
- 3. **Professional liability**. If any licensed professional performs any of the services required to be performed under this Agreement, a professional liability insurance policy in the minimum amount of one million dollars (\$1,000,000) per occurrence/two million dollars (\$2,000,000) aggregate, to cover any claims arising out of the **CONSULTANT's** performance of services under this Agreement. Where **CONSULTANT** is a professional not required to have a professional license, **CITY** reserves the right to require **CONSULTANT** to provide professional liability insurance pursuant to this section.
- 4. **Workers' compensation**. If it employs any person, **CONSULTANT** shall maintain workers' compensation insurance, as required by the State of California, with statutory limits, and employer's liability insurance with limits of no less than one million dollars (\$1,000,000) per accident for bodily injury or disease. **CONSULTANT's** workers' compensation insurance shall be specifically endorsed to waive any right of subrogation against **CITY**.
- B. Other Insurance Requirements. The insurance coverage required of the CONSULTANT in subparagraph A of this section above shall also meet the following requirements:
- 1. Except for professional liability insurance or workers' compensation insurance, the insurance policies shall be specifically endorsed to include the **CITY**, its officers, agents, employees, and volunteers, as additional insureds (for both ongoing and completed operations) under the policies.
- 2. The additional insured coverage under **CONSULTANT's** insurance policies shall be "primary and noncontributory" with respect to any insurance or coverage maintained by **CITY** and shall not call upon **CITY's** insurance or self-insurance coverage for any contribution. The "primary and noncontributory" coverage in **CONSULTANT'S** policies shall be at least as broad as

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- 3. Except for professional liability insurance or workers' compensation insurance, the insurance policies shall include, in their text or by endorsement, coverage for contractual liability and personal injury.
- 4. By execution of this Agreement, **CONSULTANT** hereby grants to **CITY** a waiver of any right to subrogation which any insurer of **CONSULTANT** may acquire against **CITY** by virtue of the payment of any loss under such insurance. **CONSULTANT** agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not **CITY** has received a waiver of subrogation endorsement from the insurer.
- 5. If the insurance is written on a Claims Made Form, then, following termination of this Agreement, said insurance coverage shall survive for a period of not less than five years.
- 6. The insurance policies shall provide for a retroactive date of placement coinciding with the Effective Date of this Agreement.
- 7. The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of **CITY** (if agreed to in a written contract or agreement) before **CITY'S** own insurance or self-insurance shall be called upon to protect it as a named insured.
- 8. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to **CITY** or any other additional insured party. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of the **CONSULTANT** under this Agreement.
- 9. **CONSULTANT** agrees to ensure that subcontractors, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by **CONSULTANT**, provide the same minimum insurance coverage required of **CONSULTANT**, except as with respect to limits. **CONSULTANT** agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. **CONSUTLANT** agrees that upon request by **CITY**, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the performance of Services will be submitted to **CITY** for review.
- 10. **CONSULTANT** agrees to be responsible for ensuring that no contract used by any party involved in any way with the Services reserves the right to charge **CITY** or **CONSULTANT** for the cost of additional insurance coverage required by this Agreement. Any

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such provisions are to be deleted with reference to CITY. It is not the intent of CITY to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against CITY for payment of premiums or other amounts with respect thereto.

- C. **Deductibles and SIR's.** Any deductibles or self-insured retentions in **CONSULTANT's** insurance policies must be declared to and approved by the **CITY** and shall not reduce the limits of liability. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or **CITY** or other additional insured party. At **CITY's** option, the deductibles or self-insured retentions with respect to **CITY** shall be reduced or eliminated to **CITY's** satisfaction, or **CONSULTANT** shall procure a bond guaranteeing payment of losses and related investigations, claims administration, attorney's fees and defense expenses.
- D. **Proof of Insurance**. **CONSULTANT** shall provide to the PROJECT MANAGER all of the following: (1) Certificates of Insurance evidencing the insurance coverage required in this Agreement; (2) a copy of the policy declaration page and/or endorsement page listing all policy endorsements for the commercial general liability policy, and (3) excerpts of policy language or specific endorsements evidencing the other insurance requirements set forth in this Agreement. **CITY** reserves the right to obtain a full certified copy of any insurance policy and endorsements from **CONSULTANT**. Failure to exercise this right shall not constitute a waiver of the right to exercise it later. The insurance shall be approved as to form and sufficiency by the **CITY**.

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2024

Protective Security | Investigations | Threat Assessment | Advanced Training







Request for Proposal: May 14, 2024

Security Services for

City of San Rafael Event Security Services

Barbier Security Group

Full Spectrum SecurityTM



369-B Third Street #440 San Rafael, CA 94901 PPO 16508

T 415.747.8473 www.barbiersecurity.com F 415.747.8124 info@barbiersecurity.com



Craig Veramay Assistant Library & Recreation Director City of San Rafael 1400 Fifth Avenue San Rafael, CA 94901

5/14/2024

Re: Event Security Services for San Rafael Recreation Division

Dear Mr. Veramay:

Barbier Security Group is honored to continue providing security services for The City of San Rafael. As the current security provider, we understand the importance of maintaining a safe environment in various event locations and surrounding areas. This proposal reaffirms our commitment to upholding the highest standards of security to ensure the safety and well-being of our clients and the community.

The following sections outline our company history, business philosophy, recommendations, operating procedures and fees to implement the proposed security service.

Company History & Qualifications

Recognizing the need for quality private security services, Barbier Security Group (BSG) was formed in June 2007 by Evan Barbier along with his wife Carla Barbier. Evan is a graduate of John Jay School for Criminal Justice with a BA in Criminology. Carla holds an MBA in Global Strategic Management from Dominican University of California.

In 2010, Harry Barbier joined BSG as Vice President after retiring from a 37-year long career with the San Rafael Police Department. While a Corporal with the Police Department, he performed crime scene investigations, hostage negotiations, and worked on the police patrol boat. Harry was also a School Resource Officer for over 10 years. He is active within BSG as a manager, supervisor, and heads Barbier Investigations, the private investigation branch of the company.

Since its inception, BSG has provided custom protection and security services for a wide range of clients including property managers, government agencies, corporations, and private individuals.

Current Barbier Security Group contracts range from Sonoma County and Napa to San Francisco and the East Bay, providing superior on-site and patrol services for clients. Our versatility in the duties we are called upon to perform has made BSG a standout among other security companies. Our agents are known for their professionalism, positive attitudes, and strong customer service skills. On-going training and regular reviews ensure the agents' skills are up-to-date and company policies are strictly followed.

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Business Attitude & Philosophy

Full Spectrum SecurityTM

Our philosophy is simple: we believe in providing the highest quality security services available anywhere on the market. We serve our clients with a diverse and highly trained staff who bring with them a mix of advanced training and real world experience. Our educated and approachable agents make providing a secure and safe atmosphere for our clients their top priority. Utilizing innovative technology and tactics, we are constantly training, updating and adapting to ensure that Barbier Security Group breaks away from the stereotypical 'security guard' image while providing the utmost professional courtesy and safety.

At Barbier Security Group we take a tremendous amount of pride in being a family oriented, socially and environmentally responsible company that cares about the communities we serve.

Agent Selection & Training

At BSG we believe that selection is a never ending process. Our highly trained team of former law enforcement, military and security professionals is state certified and has passed our rigorous P.O.S.T. style background investigation and reference check. All employees must consent to ongoing random drug, nicotine, and alcohol tests, and also undergo regular performance reviews. BSG has zero tolerance for drug and performance policy violations.

Additionally, all employees are required to sign confidentiality non disclosure agreements upon hire. Our clients' privacy and confidentiality is strictly enforced throughout a security guard's employment at Barbier Security Group. BSG employees understand that the confidentiality agreement may be extended beyond their employment with BSG.

Agent Hiring Process

Employees are selected based on experience, education and work retention. Communication/personal skills and technology aptitude are also looked for in an applicant. Potential employees are first interviewed by phone and then invited to our office for a formal interview conducted by a panel of managers, an HR representative, and the owner of BSG.

Step 1: An advertisement is posted on-line using various online job-posting agencies including: Monster.com, CareerBuilder.com, and Craigslist.com. Flyers are also posted at local colleges as well as the Santa Rosa Police Academy. BSG has implemented an employee referral program, which rewards an employee when the new hire has passed his/her probationary period of at least 6 months.

Step 2: The number of applications we receive varies depending on the position. For some types of jobs we will often get 150 to 250 resumes. The HR representative personally scans all resumes and begins to compile a list of acceptable applicants who have passed the initial screening process.

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Step 3: Once we have narrowed down the resumes that closely match our criteria the HR representative sits down with the Operations Team to narrow down the list to the number of applicants needed.

Step 4: The HR representative conducts an in depth telephone interview with the applicants, usually taking 25-30 minutes. If the applicant is found to possess the necessary qualities to proceed, a formal interview and oral board interview is arranged.

Step 5: The formal interview and oral board is always conducted with the President and VP as well as an additional manager and supervisor. The interview allows the management to decide if the applicant is a good fit for the company. The applicant will go over his/her work and life history and discuss their personal strengths and weaknesses. This interview also gives the applicant the opportunity to ask management any questions related to the daily duties of the job and what type of assignments are available.

Step 6: If the applicant is chosen to continue, they are required to undergo a Peace Officer Standards and Training (P.O.S.T.) style background investigation and reference check. At this point the applicant has signed a waiver allowing Barbier Security Group authorization to conduct a thorough investigation. Our background investigators are P.O.S.T. certified and use a variety of electronic and interview based methods to ensure the applicant's' resume is accurate. Criminal history is verified utilizing several methods:

- 1. In order to become a licensed security guard through the state of California an applicant must undergo a criminal history check through the Department of Justice and the Federal Bureau of Investigations.
- 2. BSG utilizes local county databases and public booking logs to verify criminal history.
- 3. Online resources such as www.peoplesmart.com allow us to verify public, civil, and criminal records.

If more information is required, the applicant will be contacted and asked to provide additional references or clarify information.

Step 7: Once the applicant meets the necessary requirements for the position, a formal conditional job offer is presented, pending a 12-panel drug test.

Agent Training Process

Basic guard card training

Bureau of Security and Investigative Services –Powers to Arrest Training:

Security guards are employed by licensed private patrol operators to protect persons or property and prevent theft. To be eligible to apply for a security guard registration, you must:

- Be at least 18 years old
- Undergo a criminal history background check through the California Department of Justice (DOJ) and the Federal Bureau of INvestigation (FBI); and
- Complete a 40-hour course of required training by a certified training facility.

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Date of Completion	Training Hours Needed
Prior to Being Assigned on Post	8 Hours
Training Required within the First 39 Days	16 Hours
Training Required within the First Six Months	16 Hours
TOTAL HOURS	40 Hours

All security agents begin their employment by attending an Agent Orientation. This orientation consists of introducing company policies and procedures as well as legal and civil considerations within the security industry. Following the agents' orientation phase they will move into our security specific training program.

Agent Training Academy

Initial and Ongoing Employee Training

After going through the industry standard 8 hours of initial BSIS Guard Card training. Barbier Security Group then puts the agents through an additional and much more rigorous training which greatly exceeds the current industry standard. We call this training *The BSG Academy*. During the new agents Academy Day they will go through a variety of physically demanding activities, such as:

- Minimum 2 mile outdoor trail run
- Hands on defensive tactics techniques
- Handcuffing
- OC Pepper Spray

- Scenario based training which helps agents learn how to deal with and resolve a variety of situations they may encounter while working in the field.
- OC Pepper Spray exposure followed by a hands-on skill test combining the skills they have learned throughout the day.

Barbier Security Group's emphasis on laws and scenarios is considerably more thorough and detailed than the current industry standards. Scenarios might comprise of dealing with the public, including mentally ill or intoxicated persons, and gang members.

Customer service techniques are explained and discussed enabling our staff to resolve conflicts or issues while on duty. As training is such a vital part of BSG's work philosophy we have a dedicated Training Instructor to keep everyone updated on new techniques and skills.

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All new personnel must attend training sessions upon recruitment. Refresher courses and follow-up training for all current personnel are scheduled approximately every month. Additional ongoing training courses include:

- BSIS Baton Course
- BSIS Exposed Carry Firearms Course
- Red Cross CPR, First Aid & AED
- Client Confidentiality Best Practices
- HIPAA/OSHA Education and Awareness
- Report Writing
- OC Pepper Spray Refresher Training
- Handcuffing Refresher Training
- Defensive Tactics
- Firearm Fundamental Course

- Interview Techniques
- Identification of Persons under the Influence
- First Aid and Emergency Medical Response Safety
- Biosafety and Bloodborne Pathogen Safety
- Dealing with Difficult Persons
- Dealing with Suicidal Persons
- Active Shooter Response and Protocols
- Safe Driving and Vehicle/Fleet Safety

All training is conducted by certified BSG Instructors, current and former law enforcement, military and industry leaders in the security training community. This ensures the highest quality instruction as well as training specifically geared towards the properties we safeguard. Managers and personnel are required to re-qualify and refresh their skills twice a year in certain areas of our training procedures.

On-Site Security Presence

Barbier Security Group will provide the property with a dedicated on-site security agent, wearing a police style uniform consisting of khaki pants and black uniform shirt. The agent shall conduct regular patrols of the property and will act as a strong deterrent to trespassing, vandalism, break-ins and/or other criminal activity that might otherwise take place on the property.

Activity Reports

Another important feature of Barbier Security Group is written communication in the form of Activity Reports via the Lighthouse App. These reports document any problems encountered such as trespassing, vandalism, theft, and other criminal acts. Activity Reports for minor incidents will be submitted to a designated member of the property management's staff the following morning unless a different interval is requested. In the event of a major incident, such as property damage or theft, a designated staff member will be immediately contacted by telephone and a report will be issued within 24 hours.

For daily reporting and workforce management, agents would use a mobile device to log reports via the mobile app Lighthouse. Lighthouse allows management to see agents live in the field as well as monitor their activity reports. Using a combination of GPS, geo fencing and QR Code scans, BSG is able to ensure client expectations are met and that proper operational oversight is achieved.

Attachment 1 – City of San Rafael Recreation Division Security Services Price Sheet

The City is proposing a 3-year initial term with two (2) optional one-year extensions. Please complete the table to include your hourly fee for security services for Years 1-3 of the Agreement. In the space provided, please describe your approach to any fee changes for the optional extension years. The selected provider will be required to comply with all wage laws, labor code laws, and California meal and rest break laws for the personnel classification type.

Proposers are to list hourly rates for service as flat rates including all wages, benefits, allowances, or differentials. Hourly rates should include all clerical support, materials fees, overhead, profits, and other costs and/or expenses incidental to the performance of the specified requirements under the Professional Services Agreement.

Security Service Hourly Fees for Year 1: July 1, 2024 – June 30, 2025

Facility Location	Facility Location	Regular Hourly Fee	Overtime (OT) / Holiday Hours Fee	Minimum # of Hours Per Guard Per Shift
Albert J. Boro Community Center	50 Canal St	\$41.60	\$62.40	4
Falkirk Cultural Center	1408 Mission St	\$41.60	\$62.40	4
Pickleweed Soccer Field (Sports Events)	50 Canal St	\$41.60	\$62.40	4
San Rafael Community Center	618 B St	\$41.60	\$62.40	4
Albert Field Baseball Stadium (Sports Events)	618 B St	\$41.60	\$62.40	4
Terra Linda Community Center	670 Del Ganado Rd	\$41.60	\$62.40	4

Security Service Fees for Year 2: July 1, 2024 – June 30, 2025

Facility Location	Facility Location	Regular Hourly Fee	Overtime (OT) / Holiday Hours Fee	Minimum # of Hours Per Guard Per Shift
Albert J. Boro Community Center	50 Canal St	\$42.85	\$64.28	4
Falkirk Cultural Center	1408 Mission St	\$42.85	\$64.28	4
Pickleweed Soccer Field (Sports Events)	50 Canal St	\$42.85	\$64.28	4
San Rafael Community Center	618 B St	\$42.85	\$64.28	4
Albert Field Baseball Stadium (Sports Events)	618 B St	\$42.85	\$64.28	4
Terra Linda Community Center	670 Del Ganado Rd	\$42.85	\$64.28	4

Security Service Fees for Year 3: July 1, 2024 – June 30, 2025

Facility Location	Facility Location	Regular Hourly Fee	Overtime (OT) / Holiday Hours Fee	Minimum # of Hours Per Guard Per Shift
Albert J. Boro Community Center	50 Canal St	\$44.14	\$66.20	4
Falkirk Cultural Center	1408 Mission St	\$44.14	\$66.20	4
Pickleweed Soccer Field (Sports Events)	50 Canal St	\$44.14	\$66.20	4
San Rafael Community Center	618 B St	\$44.14	\$66.20	4
Albert Field Baseball Stadium (Sports Events)	618 B St	\$44.14	\$66.20	4
Terra Linda Community Center	670 Del Ganado Rd	\$44.14	\$66.20	4

Please share your approach for pricing hourly fees for optional extension years 4-5:

For the optional extension years 4-5 of the contract, our approach for pricing hourly fees is structured to ensure cost-effectiveness and value for the services provided. Our pricing model takes

into account factors such as inflationary adjustments, operational costs, and market trends to maintain competitive rates while upholding service quality.

Our goal is to provide consistent and reliable security services while offering fair and competitive pricing for the duration of the contract extension.

Name of person completed price sheet: _	H. Evan Barbier	
CEO		
Title: CEO		
Signature: H. Evan Ba	rbier Date	:5/14/2024

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References

REFERENCE 1:

Name of Agency or Company: <u>Dominican University of California</u>

Address: 50 Acacia Ave, San Rafael, CA 94901

Project Description: Onsite Security Presence Safeguarding a College University

Project Manager/Contact: Paul Raccanello Title: Dean of Students

Phone: 415-485-3223 Email: paul.raccanello@dominican.edu

Dates Services Were Provided: 2009-Present

Summary of Services Provided: Two Onsite Agents 24/7 365 onsite Security for campus buildings and residential dorms, provide access control, conduct locks and unlocks of the property, customer service, interact with the student population, respond to medical/psychological emergencies, provide threat assessments for student and campus safety, etc. BSG also provides security for all campus events.

REFERENCE 2:

Name of Agency or Company: Marin Health Address: 250 Bon Air Road, Greenbrae, CA 94904

Project Manager/Contact: Eric Rodriguez Title: Hospital Security Supervisor

Phone: <u>1-415-847-2536</u> Email: <u>eric.rodriguez@mymarinhealth.org</u>

Dates Services Were Provided: 2015 -2022 Support & 2020-Present providing full contract support

Summary of Services Provided: Marin Health is a large Level 1 Trauma Center located in Marin County. Due to the nature of the speciality assignments and work location all staff are handpicked to work solely at this location. From 2015-2022 BSG provided additional support to the existing contractor at times filling up to 80% of the entire workload. In 2020 BSG bid on the entire hospital project and took over all operational staffing throughout the campus. The site is currently staffed by 1 Director of Security, 1 Supervisor 24/7, 3 guards 24/7, and 2 guards M-F assisting with parking/vehicle access.

REFERENCE 3:

Name of Agency or Company: <u>Saint Ignatius Prep</u> Address: 2001 37th Ave, San Francisco, Ca 94116

Project Manager/Contact: Marybeth McFarland Title: Director of Security

Phone: 1-415-731-7500 Email: mmcfarland@siprep.org

Dates Services Were Provided: 2015 - Present

Summary of Services Provided: Saint Ignatius Prep is a large Private High School. Due to the nature of the work location and speciality assignments all staff are handpicked to work solely at this location. From 2015-Present The site is currently staffed by 1 Security Supervisor, 1 Security Lead with at least 2 guards working 24/7. BSG also provides security for all campus events.

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Our Commitment

Barbier Security Group is committed to providing our clients with the highest professional standards to protect your property. We sincerely appreciate the opportunity to offer our services and look forward to your acceptance of this proposal. If you have any questions or comments please contact me at (415) 747-8473.

Very truly yours,

Evan Barbier

Principal