

**SUBMITTAL TO THE BOARD OF COMMISSIONERS
HOUSING AUTHORITY
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM: 10.1
(ID # 25341)

MEETING DATE:

Tuesday, December 03, 2024

FROM : HOUSING AUTHORITY

SUBJECT: HOUSING AUTHORITY (HACR): Approve and Award the Amended and Restated Professional Services Agreement for Security Guard Services at Three (3) Former Project Roomkey Sites to Gatekeepers Security Services, Inc., and Ratify and Approve the Amended and Restated Professional Services Agreement between the Housing Authority of the County of Riverside and Gatekeepers Security Services, Inc. for a term beginning December 31, 2022 and ending December 31, 2026; All Districts. [Total Cost \$1,620,000; up to \$190,000 in Additional Compensation – 100% Encampment Resolution Funds]

RECOMMENDED MOTION: That the Board of Commissioners:

1. Approve and award the Amended and Restated Professional Services Agreement for Security Guard Services in the total aggregate compensation amount of \$1,620,000 to Gatekeepers Security Services, Inc.;

Continued on page 2

ACTION:Policy

Heidi Marshall, Director of Housing, Homelessness Prevention 9/4/2024

MINUTES OF THE BOARD OF COMMISSIONERS

On motion of Commissioner Gutierrez seconded by Commissioner Spiegel and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: December 3, 2024
xc: HACR

Kimberly A. Rector
Clerk of the Board
By:
Deputy

**SUBMITTAL TO THE BOARD OF COMMISSIONERS HOUSING AUTHORITY
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

RECOMMENDED MOTION: That the Board of Commissioners:

2. Ratify and approve the Amended and Restated Professional Services Agreement (Agreement) between the Housing Authority of the County of Riverside (HACR) and Gatekeepers Security Services, Inc. (Contractor) for Security Guard Services at the three (3) listed sites for a total aggregate compensation amount of \$1,620,000, with an additional contingent compensation amount not to exceed \$190,000;
3. Authorize the Chair of the Board of Commissioners to sign the Agreement on behalf of HACR;
4. Authorize the Purchasing Agent to issue Purchase Orders for Gatekeepers Security Services, Inc. for an amount not to exceed \$810,000 per year and not to exceed the approved additional contingent compensation amount; and
5. Authorize the Executive Director of HACR, or designee, to administer the Agreement, including but not limited to, reducing the level of services and signing amendments that stay within the intent of the Agreement and the Scope of Services, subject to approval as to form by General Counsel.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$810,000	\$ 810,000	\$1,620,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Encampment Resolution Funds 100%			Budget Adjustment: No	
			For Fiscal Year: 24/25 - 25/26	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

Project Roomkey was a locally driven, state-supported initiative, created to provide emergency housing in hotels, motels, and trailers for sick and medically vulnerable individuals experiencing homelessness in response to COVID-19. The goals of Project Roomkey were to mitigate transmission, reduce hospital surge and protect lives.

While this funding has ended, the low-income participants are still being housed at these motel sites using the allocation of the Encampment Resolution Fund (ERF). HACR is required to maintain security at these three (3) former Project Roomkey (PRK) sites. HACR had previously contracted with Gatekeepers Security Services, Inc. (Contractor) to provide this service which they have exemplary performed over the years.

HACR is requesting that the Board ratify and approve the attached proposed Amended and Restated Professional Services Agreement (Agreement) for a total compensation amount of \$1,620,000 for a term beginning December 31, 2022 and ending December 31, 2026, with an additional \$190,000 in contingency funds. The additional contingency amount will cover

**SUBMITTAL TO THE BOARD OF COMMISSIONERS HOUSING AUTHORITY
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

overtime or additional staffing needs should the program and/or number of sites expand. HACR staff recommends that the Contractor continue in this role for HACR and that the Board ratify, approve, and award the project for the security guard services to Contractor.

The proposed Agreement between HACR and Contractor is attached. General Counsel has reviewed and approved as to form.

Impact on Residents and Businesses

The provision of professional security services will ensure the safety and well-being of program participants and will provide an additional level of security for nearby residents and businesses.

Additional Fiscal Information

The funding is provided by the federally Encampment Resolution Funds provided by the U.S. Department of Housing and Urban Development.

Contract History and Price Reasonableness

HACR originally contracted with another provider who was then terminated from the project. Hemet Gatekeepers was then selected to finish the term of the contract, as they had worked on this project for several months, previously. The cost proposed by them at \$67,500 per month for all three sites compares well with the other proposed amounts and is deemed to be appropriate, fair, and reasonable.

ATTACHMENTS:

- Amended and Restated Professional Services Agreement (3)



Brianita Lontajo, Principal Management Analyst 11/26/2024



Aaron Gettis, Chief of Deputy County Counsel 11/22/2024

1
2
3 **AMENDED AND RESTATED**
4 **PROFESSIONAL SERVICES AGREEMENT**

5 **For**

6 **Security Guard Services**

7 **By and Between**

8 **The Housing Authority of the County of Riverside**

9 **And**

10 **Gatekeepers Security Services, Inc.**

11 **(Formerly: Hemet Gatekeepers, Inc.)**
12
13



1 THIS AMENDED AND RESTATED PROFESSIONAL SERVICES AGREEMENT
2 FOR SECURITY GUARD SERVICE ("Agreement"), is made and entered into this 31st
3 day of December, 2022 by and between GATEKEEPERS SECURITY SERVICES, INC.,
4 formerly dba as HEMET GATEKEEPERS, INC., a California corporation
5 ("CONTRACTOR"), and the HOUSING AUTHORITY OF THE COUNTY OF
6 RIVERSIDE, a public entity, corporate and politic ("HACR").

7 **RECITALS**

8 **WHEREAS**, the County of Riverside Board of Supervisors approved that certain
9 agreement between HACR and Alltech Industries, Inc. ("Alltech") for Security Guard
10 services on July 10, 2021 in Minute Order 10.1;

11 **WHEREAS**, HACR terminated the agreement for convenience with Alltech;

12 **WHEREAS**, Motion No. 4 in Minute Order 10.1 (July 10, 2021) authorizes
13 HACR'S Executive Director to sign subsequent necessary and relevant documents;

14 **WHEREAS**, HACR replaced Alltech with CONTRACTOR;

15 **WHEREAS**, HACR believes that the CONTRACTOR has continuously provided
16 exemplary services and continues to fulfill the terms of the Agreement; and

17 **WHEREAS**, Grant funding under Project Roomkey has ended and a new grant,
18 the Encampment Resolution Funding ("ERF") Program, will be utilized to continue to
19 provide critical services related to emergency housing at up to three motel sites.

20 **NOW THEREFORE**, in consideration of the mutual covenants contained herein,
21 the parties hereto agree as follows:

22
23 **1. Description of Services**

24 CONTRACTOR shall provide HACR with security guard services as outlined and
25 specified in the Scope of Service, attached hereto as Exhibit "A" and incorporated herein
26 by this reference.

27 **1.1** CONTRACTOR represents that it has the skills, experience, and
28 knowledge necessary to fully and adequately perform under this Agreement, and HACR

1 relies upon this representation. CONTRACTOR shall perform to the satisfaction of
2 HACR, and CONTRACTOR shall perform the services and duties in conformance to and
3 consistent with the standards generally recognized as being employed by professionals
4 in the same discipline in the State of California. CONTRACTOR further represents and
5 warrants to HACR that it has all licenses, permits, qualifications and approvals of
6 whatever nature are legally required to practice its profession. CONTRACTOR further
7 represents that it shall keep all such licenses and approvals in effect during the term of
8 this Agreement.

9 **1.2** CONTRACTOR affirms that it is fully apprised of all of the work to be performed
10 under this Agreement; and CONTRACTOR agrees it can properly perform this work at the
11 fee stated in Paragraph 3.1. CONTRACTOR shall not perform services or provide products
12 that are not set forth in this Agreement, unless by prior written request of HACR.

13 **1.3** Acceptance by HACR of CONTRACTOR'S performance under this
14 Agreement does not operate as a release of CONTRACTOR'S responsibility for full
15 compliance with the terms of this Agreement.

16 **1.4** CONTRACTOR shall fully comply with any and all applicable guidelines and
17 regulations of the State of California Encampment Resolution Funding ("ERF") Program.

18
19 **2. Period of Performance**

20 **2.1** This Agreement shall commence on December 31, 2022 and shall continue
21 until all applicable grant funds are expended or until December 31, 2026, whichever
22 occurs first, unless earlier terminated pursuant to Paragraph 5 below.

23
24 **3. Compensation**

25 **3.1** HACR shall pay CONTRACTOR for services performed, products
26 provided, and expenses incurred in accordance with the Scope of Service attached
27 hereto as Exhibit "A", the Security Guard Services. Subject to Section 3.6 below,
28 maximum payment by HACR to CONTRACTOR for the services provided herein shall

1 be EIGHT HUNDRED TEN THOUSAND DOLLARS (\$810,000.00) per year,
2 (“Contracted Amount”) and in any case, shall not exceed ONE MILLION SIX HUNDRED
3 TWENTY THOUSAND DOLLARS (\$1,620,000.00) over the remaining two-year term of
4 this Agreement.

5 HACR shall not be responsible for any fees or costs incurred above or beyond the
6 aforementioned Contracted Amount and HACR shall have no obligation to purchase any
7 specified amount of services or products, unless agreed to in writing, pursuant to
8 Paragraphs 3.6 and 4 below. CONTRACTOR shall not be entitled to any additional fees
9 for any of the Services other than those set forth below.

10 No compensation shall be allowed for administrative, overhead, insurance, word
11 processing (normal or overflow secretarial time or overtime, or computer time or service)
12 and related expenses.

13 **3.2** The maximum amounts payable to the CONTRACTOR pursuant to this
14 Agreement shall be as follows:

15 American Inn
16 11057 Magnolia Avenue
17 Riverside, CA, 92505
18 Cost per Month: \$22,500.00

19 Palm View Motel
20 6038 Mission Boulevard
21 Riverside, CA 92509
22 Cost per Month: \$22,500.00

23 Days Inn
24 10545 Magnolia Avenue
25 Riverside, CA 92505
26 Cost per Month: \$22,500.00

27 Total maximum amount payable to all sites: \$67,500.00 per month, \$810,000.00
28 per year, if all three (3) sites are utilized; utilization of all 3 sites is within HACR’s sole
and absolute discretion.

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted

1 to HACR by CONTRACTOR. HACR shall pay the invoice within thirty (30) working days
2 from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only
3 after services have been rendered or delivery of materials or products, and acceptance
4 has been made by HACR. Invoices can be sent to via regular mail or email:

5 Housing Authority of the County of Riverside

6 5555 Arlington Avenue, Riverside, CA 92504

7 ATTN: Fiscal Team, Accounts Payable

8 HWS-HA-Fiscal@rivco.org

9 **a)** The CONTRACTOR shall submit a monthly invoice for providing the
10 service along with appropriate documentation of any other expenditures, if
11 applicable (receipts, copies of checks issued, timecards, travel expense, etc.);
12 remittance address; and an invoice total.

13 **b)** The invoice must be submitted within five (5) working days of the end of
14 the reporting period. Expenditures may not be reimbursed if all documentation
15 is not received in a timely manner.

16 **c)** If the eligibility of expenditures cannot be determined because
17 CONTRACTOR'S records or documentation are nonexistent or inadequate,
18 according to generally accepted accounting practices, the questionable costs
19 shall be disallowed by HACR.

20 **3.4** HACR'S obligation for payment of this Agreement beyond June 30th of any
21 calendar year is contingent upon and limited by the availability of funding from which
22 payment can be made. No legal liability on the part of HACR shall arise for payment
23 beyond June 30th, unless funds are made available for such payment. In the event that
24 such funds are not forthcoming for any reason, HACR shall immediately notify
25 CONTRACTOR in writing, and this Agreement shall be deemed terminated and have no
26 further force and effect.

27 **3.5** CONTRACTOR acknowledges and agrees that this Agreement and the
28 provision of services hereunder is nonexclusive and that the HACR may enter into similar

1 agreements with other entities for the provision of similar services.

2 **3.6** The CONTRACTOR acknowledges and agrees that HACR, in its sole and
3 absolute discretion, reserves the right to reduce the services provided herein.
4 CONTRACTOR acknowledges that the Contracted Amount set forth above is the
5 maximum amount payable under this Agreement and should services be reduced, the
6 amount payable shall also be reduced. Any reductions will be made in accordance with
7 the terms outlined below in Paragraph 4 and/or Paragraph 5.

8
9 **4. Alteration or Changes to the Agreement**

10 **4.1** No alteration or variation of the terms of this Agreement shall be valid
11 unless made in writing and signed by the parties hereto, and no oral understanding or
12 agreement not incorporated herein shall be binding on any of the parties hereto. No
13 additional services shall be performed by CONTRACTOR without a written amendment
14 to this Agreement.

15 **4.2** CONTRACTOR understands that HACR'S Executive Director, or
16 designee, are the only authorized HACR representatives who may at any time, by written
17 order, make any alterations within the general scope of this Agreement.

18 **4.3** Reserved.

19 **4.4** Any claim by the CONTRACTOR for additional payment related to this
20 Agreement shall be made in writing by the CONTRACTOR within 30 days of when the
21 CONTRACTOR has or should have notice of any actual or claimed change in the Scope
22 of Service, which results in additional and unanticipated cost to the CONTRACTOR. If
23 the Contracting Officer decides that the facts provide sufficient justification, he may
24 authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in
25 this Paragraph 4 shall excuse the CONTRACTOR from proceeding with performance of
26 the Agreement even if there has been a change in the Scope of Service.

27
28 **5. Termination**

1 **5.1** HACR may, by written notice to CONTRACTOR, terminate this Agreement
2 in whole or in part at any time. Such termination may be for HACR's convenience or
3 because of CONTRACTOR'S failure to perform its duties and obligations under this
4 Agreement including, but not limited to, the failure of CONTRACTOR to timely perform
5 services pursuant to this Agreement, including, but not limited to the Scope of Service
6 attached hereto as Exhibit "A" and the Services.

7 **5.2** Discontinuance of Services. Upon Termination, CONTRACTOR shall,
8 unless otherwise directed by the notice, discontinue all services and deliver to HACR all
9 data, estimates, graphs, summaries, reports, and other related materials as may have
10 been prepared or accumulated by CONTRACTOR in performance of services, whether
11 completed or in progress.

12 **5.3** Effect of Termination for Convenience. If the termination is to be for the
13 convenience of HACR, then HACR shall compensate CONTRACTOR for services
14 satisfactorily provided through the date of termination. CONTRACTOR shall provide
15 documentation deemed adequate by HACR to show the services actually completed by
16 CONTRACTOR prior to the date of termination. This Agreement shall terminate thirty
17 (30) days following receipt by CONTRACTOR of the written notice of termination.

18 **5.4** Effect of Termination for Cause. If the termination is due to the failure of
19 CONTRACTOR to fulfill its obligations under this Agreement, CONTRACTOR shall be
20 compensated for those services which have been completed in accordance with this
21 Agreement and accepted by HACR. In such case, HACR may take over the work and
22 prosecute the same to completion by contract or otherwise. Further, CONTRACTOR
23 shall be liable to HACR for any reasonable additional costs incurred by HACR to revise
24 work for which HACR has compensated CONTRACTOR under this Agreement, but
25 which the HACR has determined in its sole discretion needs to be revised in part or
26 whole to complete the project. Prior to discontinuance of services, HACR may arrange
27 for a meeting with CONTRACTOR to determine what steps, if any, CONTRACTOR can
28 take to adequately fulfill its requirements under this Agreement. In its sole discretion,

1 HACR may propose an adjustment to the terms and conditions of the Agreement,
2 including the contract price. Such contract adjustments, if accepted in writing by the
3 parties, shall become binding on CONTRACTOR and shall be performed as part of this
4 Agreement. In the event of termination for cause, unless otherwise agreed to in writing
5 by the parties, this Agreement shall terminate seven (7) days following the date the notice
6 of termination was mailed to CONTRACTOR. Termination of this Agreement for cause
7 may be considered by HACR in determining whether to enter into future agreements with
8 CONTRACTOR.

9 **5.5** Notwithstanding any of the provisions of this Agreement, CONTRACTOR's
10 rights under this Agreement shall terminate (except for fees accrued prior to the date of
11 termination) upon dishonesty, or a willful or material breach of this Agreement by
12 CONTRACTOR, or in the event of CONTRACTOR'S unwillingness or inability for any
13 reason whatsoever to perform the duties hereunder, or if the Agreement is terminated
14 pursuant to this Paragraph 5. In such event, CONTRACTOR shall not be entitled to any
15 further compensation under this Agreement.

16 **5.6** If this Agreement is federally or State funded, CONTRACTOR cannot be
17 debarred from the System for Award Management (SAM). CONTRACTOR must notify
18 HACR immediately of a debarment. Reference: System for Award Management (SAM)
19 at <https://www.sam.gov> for the Central Contractor Registry (CCR), Federal Agency
20 Registration (FedReg), Online Representations and Certifications Application, (ORCA)
21 and Excluded Parties List System (EPLS). (Executive Order 12549, 7 CFR Part 3017,
22 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the
23 Official U.S. Government system that consolidated the capabilities of CCR, FedReg,
24 ORCA, and EPLS.

25 **5.7** The rights and remedies of HACR provided in this Paragraph 5 shall not
26 be exclusive and are in addition to any other rights and remedies provided by law or this
27 Agreement.

28

1 **6. Ownership/Use of Contract Materials and Products**

2 CONTRACTOR agrees that all materials, reports, or products in any form, including
3 electronic, created by CONTRACTOR for which CONTRACTOR has been compensated
4 by HACR pursuant to this Agreement shall be the sole property of HACR. The material,
5 reports or products may be used by the HACR for any purpose that HACR deems to be
6 appropriate, including, but not limit to, duplication and/or distribution within HACR or to
7 third parties. CONTRACTOR agrees not to release or circulate in whole or part such
8 materials, reports, or products without prior written authorization of HACR.

9
10 **7. Conduct of Contractor**

11 **7.1** CONTRACTOR covenants that it presently has no interest, including but
12 not limited to, other projects or independent contracts, and shall not acquire any such
13 interest, direct or indirect, which would conflict in any manner or degree with the
14 performance of services required under this Agreement. CONTRACTOR further
15 covenants that in the performance of this Agreement, no person having any such interest
16 shall be employed or retained by it under this Agreement. CONTRACTOR agrees to
17 inform HACR of all CONTRACTOR'S interests, if any, which are or may be perceived as
18 incompatible with HACR'S interests.

19 **7.2** CONTRACTOR shall not, under circumstances which could be interpreted
20 as an attempt to influence the recipient in the conduct of his/her duties, accept any
21 gratuity or special favor from individuals or firms with whom CONTRACTOR is doing
22 business or proposing to do business, in accomplishing the work under this Agreement.

23 **7.3** CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and
24 entertainment directly or indirectly to HACR employees.

25 **7.4** CONTRACTOR agrees to submit to HACR, prior to release, copies of any
26 proposed publicity pertaining to this Agreement. HACR reserves the right to modify or
27 withdraw said publicity, in its sole and absolute discretion.

1 **8. Inspection of Service; Quality Control/Assurance**

2 **8.1** All performance (which includes services, workmanship, materials,
3 supplies, and equipment furnished or utilized in the performance of this Agreement) shall
4 be subject to inspection and test by HACR or other regulatory agencies at all times. The
5 CONTRACTOR shall provide adequate cooperation to HACR representative(s) to permit
6 him/her to determine CONTRACTOR'S conformity with the terms of this Agreement. If
7 any services performed or products provided by CONTRACTOR are not in conformance
8 with the terms of this Agreement, HACR shall have the right to require CONTRACTOR
9 to perform the services or provide the products in conformance with the terms of the
10 Agreement at no additional cost to HACR. When the services to be performed or the
11 products to be provided are of such nature that the difference cannot be corrected, HACR
12 shall have the right to: (1) require CONTRACTOR immediately to take all necessary
13 steps to ensure future performance in conformity with the terms of the Agreement; and/or
14 (2) reduce the Agreement price to reflect the reduced value of the services performed or
15 products provided. HACR may also terminate this Agreement for default and charge to
16 CONTRACTOR any costs incurred by HACR because of CONTRACTOR'S failure to
17 perform.

18 **8.2** CONTRACTOR shall establish adequate procedures for self-monitoring to
19 ensure proper performance under this Agreement; and shall permit a HACR
20 representative(s) to monitor, assess or evaluate CONTRACTOR'S performance under
21 this Agreement at any time upon reasonable notice to CONTRACTOR.
22

23 **9. Independent Contractor/Employment Eligibility**

24 **9.1** CONTRACTOR is, for purposes relating to this Agreement, an
25 independent contractor and shall not be deemed an employee of HACR. It is expressly
26 understood and agreed that CONTRACTOR (including its employees, agents and
27 subcontractors) shall in no event be entitled to any benefits to which HACR employees
28 are entitled, including but not limited to overtime, any retirement benefits, worker's

1 compensation benefits, and injury leave or other leave benefits. There shall be no
2 employer-employee relationship between the parties, and CONTRACTOR shall hold
3 HACR harmless from any and all claims that may be made against HACR based upon
4 any contention by a third party that an employer-employee relationship exists by reason
5 of this Agreement. It is further understood and agreed by the parties that CONTRACTOR
6 in the performance of this Agreement is subject to the control or direction of HACR
7 merely as to the results to be accomplished and not as to the means and methods for
8 accomplishing the results.

9 **9.2** CONTRACTOR warrants that it shall make its best effort to fully comply
10 with all federal and state statutes and regulations regarding the employment of aliens
11 and others and to ensure that employees performing work under this Agreement meet
12 the citizenship or alien status requirement set forth in federal statutes and regulations.
13 CONTRACTOR shall obtain, from all employees performing work hereunder, all
14 verification and other documentation of employment eligibility status required by federal
15 or state statutes and regulations including, but not limited to, the Immigration Reform and
16 Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be
17 hereafter amended. CONTRACTOR shall retain all such documentation for all covered
18 employees, for the period prescribed by the law.

19
20 **10. Subcontract for Work or Services**

21 No contract shall be made by CONTRACTOR with any other party for furnishing
22 any of the work or services under this Agreement without the prior written approval of
23 HACR, but this provision shall not require the approval of contracts of employment
24 between CONTRACTOR and personnel assigned under this Agreement, or for parties
25 named in the proposal and agreed to under this Agreement.

26
27 **11. Disputes**

28 **11.1** The parties shall attempt to resolve any disputes amicably at the working

1 level. If that is not successful, the dispute shall be referred to the senior management of
2 the parties. Any dispute relating to this Agreement which is not resolved by the parties
3 shall be decided by the Contracting Officer who shall furnish the decision in writing. The
4 decision of the Contracting Officer shall be final and conclusive unless determined by a
5 court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so
6 grossly erroneous as necessarily to imply bad faith. CONTRACTOR shall proceed
7 diligently with the performance of this Agreement pending the resolution of a dispute.

8 **11.2** Prior to the filing of any legal action related to this Agreement, the parties
9 shall be obligated to attend a mediation session in Riverside County before a neutral
10 third party mediator. A second mediation session shall be required if the first session is
11 not successful. The parties shall share the cost of the mediations. Each party shall be
12 responsible for its own legal fees and other expenses incident to the preparation for
13 mediation.

14
15 **12. Licensing and Permits**

16 CONTRACTOR shall comply with all State or other licensing requirements,
17 including but not limited to the provisions of Chapter 9 of Division 3 of the Business and
18 Professions Code. All licensing requirements shall be met at the time proposals are
19 submitted to HACR. CONTRACTOR warrants that it has all necessary permits,
20 approvals, certificates, waivers and exemptions necessary for performance of this
21 Agreement as required by the laws and regulations of the United States, the State of
22 California, the County of Riverside and all other governmental agencies with jurisdiction,
23 and shall maintain these throughout the term of this Agreement.

24
25 **13. Reserved**

26
27 **14. Non-Discrimination**

1 CONTRACTOR shall not discriminate in the provision of services, allocation of
2 benefits, accommodation in facilities, or employment of personnel on the basis of ethnic
3 group identification, race, religious creed, color, national origin, ancestry, physical
4 handicap, medical condition, marital status or sex in the performance of this Agreement;
5 and, to the extent they shall be found to be applicable hereto, shall comply with the
6 provisions of the California Fair Employment Practices Act (commencing with Section
7 1410 of the Labor Code), the Federal Civil Rights Act of 1964 (P.L. 88-352), the
8 Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and all other
9 applicable laws or regulations.

10
11 **15. Records and Documents**

12 CONTRACTOR shall make available, upon written request by any duly authorized
13 Federal, State or County agency, a copy of this Agreement and such books, documents
14 and records as are necessary to certify the nature and extent of the CONTRACTOR'S
15 costs related to this Agreement. All such books, documents and records shall be
16 maintained by CONTRACTOR for at least five (5) years following termination of this
17 Agreement and be available for audit by HACR. CONTRACTOR shall provide to HACR
18 reports and information related to this Agreement as requested by HACR.

19
20 **16. Confidentiality**

21 **16.1** CONTRACTOR shall not use for personal gain or make other improper use
22 of privileged or confidential information which is acquired in connection with this
23 Agreement. The term "privileged or confidential information" includes but is not limited to:
24 unpublished or sensitive technological or scientific information; medical, personnel, or
25 security records; anticipated material requirements or pricing/purchasing actions; HACR
26 information or data which is not subject to public disclosure; HACR operational
27 procedures; and knowledge of selection of contractors, subcontractors or suppliers in
28 advance of official announcement.

1 **16.2** CONTRACTOR shall protect from unauthorized disclosure, names and
2 other identifying information concerning persons receiving services pursuant to this
3 Agreement, except for general statistical information not identifying any person.
4 CONTRACTOR shall not use such information for any purpose other than carrying out
5 CONTRACTOR'S obligations under this Agreement. CONTRACTOR shall promptly
6 transmit to HACR all third-party requests for disclosure of such information.
7 CONTRACTOR shall not disclose, except as otherwise specifically permitted by this
8 Agreement or authorized in advance in writing by HACR, any such information to anyone
9 other than HACR. For purposes of this Paragraph 16, identity shall include, but not be
10 limited to, name, date of birth, social security number, symbol, identifying number, or other
11 identifying particulars assigned to the individual, such as finger or voice print or a
12 photograph.

13
14 **17. Administration/Contract Liaison**

15 The Executive Director, or designee, shall administer this Agreement on behalf of
16 HACR and is authorized to take any and all actions on behalf of HACR as set forth herein
17 and to terminate services in accordance with Paragraph 5 of this Agreement. Whenever
18 a reference is made herein to an action or approval to be undertaken by HACR, the
19 Executive Director, or designee, is authorized to act unless this Agreement specifically
20 provides otherwise.

21
22 **18. Notices**

23 All correspondence and notices required or contemplated by this Agreement shall
24 be delivered to the respective parties at the addresses set forth below, or at such other
25 address provided by a party in writing, and are deemed submitted one (1) day after their
26 deposit in the United States Mail, postage prepaid:

27 **HACR**
28 Housing Authority of the County of Riverside

1 5555 Arlington Avenue Riverside, CA 92504
2 Attention: Deputy Director

3 **CONTRACTOR**

4 Gatekeepers Security Services, Inc.
5 1422 Marquette St. Oceanside, CA 92582
6 Attention: Grant Norman

7 **19. Force Majeure**

8 If either party is unable to comply with any provision of this Agreement due to
9 causes beyond its reasonable control, and which could not have been reasonably
10 anticipated, such as Acts of God, acts of war, civil disorders, or other similar acts, such
11 party shall not be held liable for such failure to comply, provided the subject party
12 provides written notice to the other party no later than five (5) days after the
13 commencement of such force majeure event.

14 **20. EDD Reporting Requirements**

15 In order to comply with child support enforcement requirements of the State of
16 California, HACR may be required to submit a Report of Independent Contractor(s) form
17 **DE 542** to the Employment Development Department ("EDD"). CONTRACTOR agrees
18 to furnish the required data and certifications to the HACR within 10 days of notification
19 of award of Agreement when required by the EDD. This data will be transmitted to
20 governmental agencies charged with the establishment and enforcement of child support
21 orders. Failure of CONTRACTOR to timely submit the data and/or certificates required
22 may result in the contract being award to another CONTRACTOR. In the event a contract
23 has been issued, failure of CONTRACTOR to comply with all federal and state reporting
24 requirements for child support enforcement or to comply with all lawfully served Wage
25 and Earnings Assignments Orders and Notice of Assignment shall constitute a material
26 breach of Agreement. If CONTRACTOR has any questions concerning this reporting
27 requirement, please call (916) 657-0529. CONTRACTOR should also contact its local
28 Employment Tax Customer Service Office listed in the telephone directory in the State

1 Government section under "Employment Development Department" or access their
2 Internet site at www.edd.ca.gov.

3
4 **21. Hold Harmless/Indemnification**

5 **21.1** CONTRACTOR shall indemnify and hold harmless the Housing Authority
6 of the County of Riverside, the County of Riverside, its Agencies, Districts, Special
7 Districts and Departments, their respective directors, officers, Board of Commissioners,
8 Board of Supervisors, elected and appointed officials, employees, agents and
9 representatives (collectively, "Indemnified Parties") from any liability, claim, damage or
10 action whatsoever, based or asserted upon any act or omission of CONTRACTOR, its
11 officers, employees, subcontractors, agents or representatives arising out of or in any
12 way relating to this Agreement, including but not limited to property damage, bodily injury,
13 or death. CONTRACTOR shall defend, at its sole cost and expense, including but not
14 limited to attorney fees, cost of investigation, defense and settlements or awards, the
15 Housing Authority of the County of Riverside, the County of Riverside, its respective
16 Agencies, Districts, Special Districts and Departments, their respective directors,
17 officers, Board of Supervisors, Board of Commissioners, elected and appointed officials,
18 employees, agents and representatives in any such action or claim.

19 **21.2** With respect to any action or claim subject to indemnification herein by
20 CONTRACTOR, CONTRACTOR shall, at its sole cost, have the right to use counsel of
21 its own choice and shall have the right to adjust, settle, or compromise any such action
22 or claim without the prior consent of HACR; provided, however, that any such
23 adjustment, settlement or compromise in no manner whatsoever limits or circumscribes
24 CONTRACTOR'S indemnification of HACR and the Indemnified Parties.

25 **21.3** CONTRACTOR'S obligations hereunder shall be satisfied when
26 CONTRACTOR has provided to HACR the appropriate form of dismissal (or similar
27 document) relieving HACR from any liability for the action or claim involved.

1 **21.4** The specified insurance limits required in this Agreement shall in no way
2 limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless
3 HACR and Indemnified Parties.

4 **21.5** In the event there is conflict between this clause and California Civil Code
5 Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such
6 interpretation shall not relieve CONTRACTOR from indemnifying HACR to the fullest
7 extent allowed by law. The indemnification and hold harmless obligations set forth in this
8 Paragraph 21 shall survive the termination and expiration of this Agreement.

9
10 **22. Insurance**

11 Without limiting or diminishing CONTRACTOR'S obligation to indemnify or hold
12 HACR harmless, CONTRACTOR shall procure and maintain or cause to be maintained,
13 at its sole cost and expense, the following insurance coverage during the term of this
14 Agreement. As respects to the insurance section only, HACR herein refers to the
15 Housing Authority of the County of Riverside, the County of Riverside, its respective
16 Agencies, Districts, Special Districts, and Departments, their respective directors,
17 officers, Board of Supervisors, Board of Commissioners, employees, volunteers, elected
18 or appointed officials, agents or representatives as Additional Insureds.

19 **A. Workers' Compensation:**

20 If the CONTRACTOR has employees as defined by the State of California, the
21 CONTRACTOR shall maintain statutory Workers' Compensation Insurance
22 (Coverage A) as prescribed by the laws of the State of California. Policy shall
23 include Employers' Liability (Coverage B) including Occupational Disease with
24 limits not less than \$1,000,000 per person per accident. The policy shall be
25 endorsed to waive subrogation in favor of HACR.

26 **B. Commercial General Liability:**

1 Commercial General Liability insurance coverage, including but not limited to,
2 premises liability, unmodified contractual liability, products and completed
3 operations liability, personal and advertising injury, and cross liability coverage,
4 covering claims which may arise from or out of CONTRACTOR'S performance of
5 its obligations hereunder. Policy shall name HACR as Additional Insured. Policy's
6 limit of liability shall not be less than \$2,000,000 per occurrence combined single
7 limit. If such insurance contains a general aggregate limit, it shall apply separately
8 to this agreement or be no less than two (2) times the occurrence limit.

9 **C. Vehicle Liability:**

10 If vehicles or mobile equipment are used in the performance of the obligations
11 under this Agreement, then CONTRACTOR shall maintain liability insurance for all
12 owned, non-owned or hired vehicles so used in an amount not less than
13 \$1,000,000 per occurrence combined single limit. If such insurance contains a
14 general aggregate limit, it shall apply separately to this agreement or be no less
15 than two (2) times the occurrence limit. Policy shall name the HACR as Additional
16 Insureds.

17 **D. Professional Liability:**

18 If required, CONTRACTOR shall maintain Professional Liability Insurance
19 providing coverage for the CONTRACTOR'S performance of work included within
20 this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence
21 and \$2,000,000 annual aggregate. If CONTRACTOR'S Professional Liability
22 Insurance is written on a claims made basis rather than an occurrence basis, such
23 insurance shall continue through the term of this Agreement and CONTRACTOR
24 shall purchase at his sole expense either:
25

- 26 1) An Extended Reporting Endorsement (also, known as Tail Coverage); or
27 2) Prior Dates Coverage from new insurer with a retroactive date back to
28 the date of, or prior to, the inception of this Agreement; or,

1 3) Demonstrate through Certificates of Insurance that CONTRACTOR has
2 maintained continuous coverage with the same or original
3 insurer. Coverage provided under items; 1), 2) or 3) will continue as long
4 as the law allows.

5 **E. General Insurance Provisions - All lines:**

6 1) Any insurance carrier providing insurance coverage hereunder shall be
7 admitted to the State of California and have an AM BEST rating of not less
8 than A: VIII (A:8) unless such requirements are waived, in writing, by the
9 County of Riverside's Risk Manager. If the County's Risk Manager waives
10 a requirement for a particular insurer such waiver is only valid for that
11 specific insurer and only for one policy term.

12 2) The CONTRACTOR shall declare its insurance self-insured retention for
13 each coverage required herein. If any such self-insured retention exceeds
14 \$500,000 per occurrence each such retention shall have the prior written
15 consent of the Risk Manager before the commencement of operations
16 under this Agreement. Upon notification of self-insured retention
17 unacceptable to HACR, and at the election of the County's Risk Manager,
18 CONTRACTOR'S carriers shall either; 1) Reduce or eliminate such self-
19 insured retention as respects this Agreement with HACR, or 2) Procure a
20 bond which guarantees payment of losses and related investigations,
21 claims administration, and defense costs and expenses.

22 3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to
23 furnish HACR with either 1) a properly executed original Certificate(s) of
24 Insurance and certified original copies of Endorsements effecting coverage
25 as required herein, and 2) if requested to do so orally or in writing by the
26 County's Risk Manager, provide original Certified copies of policies
27 including all Endorsements and all attachments thereto, showing such
28

1 insurance is in full force and effect. Further, said Certificate(s), and policies
2 of insurance shall contain the covenant of the insurance carrier(s) that thirty
3 (30) days written notice shall be given to the HACR prior to any material
4 modification, cancellation, expiration or reduction in coverage of such
5 insurance. In the event of a material modification, cancellation, expiration,
6 or reduction in coverage, this Agreement shall terminate forthwith, unless
7 the HACR receives, prior to such effective date, another properly executed
8 original Certificate of Insurance and original copies of endorsements or
9 certified original policies, including all endorsements and attachments
10 thereto evidencing coverage's set forth herein and the insurance required
11 herein is in full force and effect. **CONTRACTOR shall not commence**
12 **operations until the HACR has been furnished original Certificate(s) of**
13 **Insurance and certified original copies of endorsements and if**
14 **requested, review original of the policies of insurance including all**
15 **endorsements and any and all other attachments as required in this**
16 **Section. An individual authorized by the insurance carrier to do so on**
17 **its behalf shall sign the original endorsements for each policy and the**
18 **Certificate of Insurance. Upon HACR'S request, CONTRACTOR shall**
19 **make available for inspection by County's Risk Manager, at a mutually**
20 **agreeable location, copies of CONTRACTOR'S insurance policies.**

21 4) It is understood and agreed to by the parties hereto and the insurance
22 company(s) that the CONTRACTOR'S insurance shall be construed as
23 primary insurance, and the HACR'S insurance and/or deductible and/or
24 self-insured retentions or self-insured programs shall not be construed as
25 contributory.

26 5) If, during the term of this Agreement or any extension thereof, there is a
27 material change in the Scope of Service or, there is a material change in
28 the equipment to be used in the performance of the Scope of Service or,

1 the term of this Agreement, including any extensions thereof, exceeds five
2 (5) years; HACR reserves the right to adjust the types of insurance and the
3 monetary limits of liability required under this Agreement, if in the County's
4 Risk Manager's reasonable judgment, the amount or type of insurance
5 carried by the CONTRACTOR has become inadequate.

6 6) CONTRACTOR shall pass down the insurance obligations contained
7 herein to all tiers of subcontractors working under this Agreement.

8 7) The insurance requirements contained in this Agreement may be met
9 with a program(s) of self-insurance acceptable to HACR.

10 8) CONTRACTOR agrees to notify HACR of any claim by a third party or
11 any incident or event that may give rise to a claim arising from the
12 performance of this Agreement.

13
14 **23. General**

15 **23.1** CONTRACTOR shall not delegate or assign any interest in this Agreement,
16 whether by operation of law or otherwise, without the prior written consent of HACR.

17 **23.2** Any waiver by HACR of any breach of any one or more of the terms of this
18 Agreement shall not be construed to be a waiver of any subsequent or other breach of
19 the same or of any other term of this Agreement. Failure on the part of HACR to require
20 exact, full, and complete compliance with any terms of this Agreement shall not be
21 construed as in any manner changing the terms or estopping HACR from enforcement
22 of the terms of this Agreement.

23 **23.3** In the event CONTRACTOR receives payment under this Agreement
24 which is later disallowed by HACR for nonconformance with the terms of the Agreement,
25 CONTRACTOR shall promptly refund the disallowed amount to HACR on request; or at
26 its option, HACR may offset the amount disallowed from any payment due to
27 CONTRACTOR.

1 **23.4** CONTRACTOR shall not provide partial delivery or shipment of services
2 or products unless specifically stated in the Agreement.

3 **23.5** CONTRACTOR shall not provide any services or products subject to any
4 chattel mortgage or under a conditional sales contract or other agreement by which an
5 interest is retained by a third party. The CONTRACTOR warrants that it has good title to
6 all materials or products used by CONTRACTOR or provided to HACR pursuant to this
7 Agreement, free from all liens, claims, or encumbrances.

8 **23.6** Nothing in this Agreement shall prohibit HACR from acquiring the same
9 type or equivalent equipment, products, materials, or services from other sources, when
10 deemed by HACR to be in its best interest. HACR reserves the right to purchase more
11 or less than the quantities specified in this Agreement.

12 **23.7** HACR agrees to cooperate with CONTRACTOR in the CONTRACTOR's
13 performance under this Agreement, including, if stated in the Agreement, providing the
14 CONTRACTOR with reasonable facilities and timely access to HACR data, information,
15 and personnel.

16 **23.8** CONTRACTOR shall comply with all applicable Federal, State, and local
17 laws and regulations. CONTRACTOR shall comply with all applicable HACR policies and
18 procedures. In the event that there is a conflict between the various laws or regulations
19 that may apply, CONTRACTOR shall comply with the more restrictive law or regulation.

20 **23.9** CONTRACTOR shall comply with all air pollution control, water pollution,
21 safety and health ordinances, statutes, or regulations, which apply to performance under
22 this Agreement.

23 **23.10** CONTRACTOR shall comply with all requirements of the Occupational
24 Safety and Health Administration (OSHA) standards and codes as set forth by the U.S.
25 Department of Labor and the State of California (Cal/OSHA).

26 **23.11** This Agreement shall be governed by the laws of the State of California.
27 Any legal action related to the performance or interpretation of this Agreement shall be
28 filed only in the Superior Court of the State of California located in Riverside, California,

1 and the parties waive any provision of law providing for a change of venue to another
2 location. In the event any provision in this Agreement is held by a court of competent
3 jurisdiction to be invalid, void, or unenforceable, the remaining provisions will
4 nevertheless continue in full force without being impaired or invalidated in any way.

5
6 **24. Reserved**

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8 **25. Nonliability of HACR Officials and HACR Employees**

9 No member, official employee, consultant or volunteer of HACR shall be
10 personally liable to CONTRACTOR, or any successor in interest, in the event of any
11 default or breach by HACR for any amount which may become due to CONTRACTOR
12 or to its successor, or on any obligation under the terms of this Agreement.

13
14 **26. No Third Party Beneficiaries**

15 The parties intend that no rights nor remedies be granted to any third party as a
16 beneficiary of this Agreement or of any covenant, duty, obligation or undertaking
17 established herein.

18
19 **27. Entire Agreement**

20 This Amended and Restated Agreement, including any attachments or exhibits,
21 constitutes the entire Agreement of the parties with respect to its subject matter and
22 supersedes all prior and contemporaneous representations, proposals, discussions, and
23 communications, whether oral or in writing. This Agreement may be changed or modified
24 only by a written amendment signed by authorized representatives of both parties.

25
26 **28. Electronic Signatures**

27 This Agreement may be executed in any number of counterparts, each of which
28 will be an original, but all of which together will constitute one instrument. The Parties

1 agrees to the use of electronic signatures, such as digital signatures that meet the
2 requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ.
3 Code §§ 1633.1 to 1633.17). The Parties further agree that the electronic signatures of
4 the parties included in this Agreement are intended to authenticate this writing and to
5 have the same force and effect as manual signatures. Electronic signature means an
6 electronic sound, symbol, or process attached to or logically associated with an electronic
7 record and executed or adopted by a person with the intent to sign the electronic record
8 pursuant to CUETA as amended from time to time. Digital signature means an electronic
9 identifier, created by computer, intended by the Party using it to have the same force and
10 effect as the use of a manual signature, and shall be reasonably relied upon by the
11 Parties. For purposes of this section, a digital signature is a type of "electronic signature"
12 as defined in subdivision (i) of Section 1633.2 of the Civil Code.

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1 IN WITNESS WHEREOF, the parties hereto have caused their duly authorized
2 representatives to execute this Agreement as of the dates set forth below:


3
4 **HACR:**

5 Housing Authority of the County of
6 Riverside, a public entity, corporate and
7 politic

8 By: V. Manuel Perez
9 V. Manuel Perez
10 Chair, Board of Commissioners

4 **CONTRACTOR:**

5 Gatekeepers Security Services, Inc., a
6 California corporation

7 
8 By: _____
9 Grant Norman,
10 CEO and Secretary


11 Dated: 12/03/2024
12 ATTEST:
13 KIMBERLY A. RECTOR, Clerk

Dated: 10/16/24

13 By: 
14 DEPUTY

14 **APPROVED AS TO FORM:**

15 Mihn C. Tran
16 General Counsel

17
18 
19 By: _____
20 Amrit P. Dhillon,
21 Deputy General Counsel

22 Dated: 11/21/2024 

1 **EXHIBIT A**

2 **SCOPE OF SERVICE**

3 Gatekeepers Security Services, Inc., a California corporation ("CONTRACTOR") shall
4 provide the following services to the Housing Authority of the County of Riverside
5 ("HACR") as required in the Amended and Restated Professional Services Agreement for
6 Security Guard Services, ("Agreement").

7 CONTRACTOR shall provide HACR Motel Site(s) with a standard security guard service,
8 including but not limited to the following:

- 9 a. Security guard (one per site) shall patrol the Sites on a twenty-four (24) hour, seven
10 (7) day a week, rain-or-shine schedule.
- 11 b. Security guards are to immediately report all suspicious activity and contact the
12 appropriate agency in situations where the resident's safety is compromised, or
13 criminal activity is evident.
- 14 c. Security guard assigned to perform work under the contract shall wear uniforms at
15 all time. These uniforms must clearly identify the name of the security company and
16 the name of the individual security guard, in conformance with California State
17 requirements. This identification may be accomplished through the use of shoulder
18 patches, silk screening or stitched company emblems, insignias, or logos.
- 19 d. CONTRACTOR shall provide adequate supervision using industry best practices.
- 20 e. Security guard shall document all reports of suspicious, illegal activity and/or
21 vandalism. Include the nature, precise location, and outcome of all incidents in
22 addition to any other pertinent details.
- 23 f. Security guard shall report any action taken regarding any County ordinance, or
24 applicable city municipal code, rule enforcement or emergency, in writing to the
25 designated HACR staff.
- 26 g. All tools, materials, and equipment shall be provided by the CONTRACTOR and must
27 meet all local applicable health and safety requirements. All equipment shall be kept
28 in good repair and shall conform to all federal, state, and local requirements.
- h. Security officer shall be equipped with portable communication devices permitting 24-
hour communication with company headquarters and/or with appropriate law
enforcement agencies and other designated contacts.
- i. All CONTRACTOR'S guards must be fully licensed and insured as required by
applicable law or regulation.