

CITY OF OCEANSIDE

PROFESSIONAL SERVICES AGREEMENT

**PROJECT: OCEANSIDE TRANSIT CENTER SECURITY SERVICES –
290 SEAGAZE DRIVE & ALLEY AT S. CLEVELAND ST. AND S. TREMONT ST.**

THIS AGREEMENT, dated _____, 2026 for identification purposes, is made and entered into by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and GATEKEEPERS SECURITY SERVICES, INC., hereinafter designated as "CONSULTANT."

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **SCOPE OF WORK.** The project is more particularly described as follows: CONSULTANT agrees to perform security guard services on a daily basis, which shall range between **12 and 18 visits per day and for seven (7) days per week** as directed by the CITY, which may be updated from time-to-time, for the Oceanside Transit Center located at 290 Seagaze Drive, and the alley area between S. Cleveland Street and S. Tremont Street ("Premises") as further described in attached Exhibit "A," and hereby incorporated herein. The scope of work and services to be provided by CONSULTANT include providing security services with a combination of foot and vehicle patrol services to include checking the entire parking structure, checking both elevators and the alley for loitering, sleeping or issue-causing individuals as well as graffiti, property damage and other miscellaneous public safety hazards. CONSULTANT provided two options that are available to the CITY within an evenly spaced 24-hour period (Option 1: 12 Visits, Option 2: 18 Visits per 24-hour period with no more than two-hours in between visits), which shall be designated by CITY and may be changed by CITY on the first day of the month by providing advanced 30 day written notice. The services will be for a period of one-year, further described below in Section 9. The Scope of Services shall initially be based on **Option 2 with 18 visits in a 24-hour period.**

2. **INDEPENDENT CONTRACTOR.** CONSULTANT'S relationship to the CITY shall be that of an independent contractor. CONSULTANT shall have no authority, express or implied, to act on behalf of the CITY as an agent, or to bind the CITY to any obligation whatsoever, unless specifically authorized in writing by the CITY. CONSULTANT shall be solely responsible for the performance of its employees, agents, and subcontractors under this Agreement, including the training of each employee regarding the rights and responsibilities of an employer and employee for any potential discrimination or harassment claim under state or federal law. CONSULTANT shall report to the CITY any and all employees, agents, and

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consultants performing work in connection with this project, and all shall be subject to the approval of the CITY.

3. **WORKERS' COMPENSATION.** Pursuant to Labor Code section 1861, the CONSULTANT hereby certifies that the CONSULTANT is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and the CONSULTANT will comply with such provisions, and provide certification of such compliance as a part of this Agreement.

4. **LIABILITY INSURANCE.**

4.1. CONSULTANT shall, throughout the duration of this Agreement maintain comprehensive general liability and property damage insurance, or commercial general liability insurance, covering all operations of CONSULTANT, its agents and employees, performed in connection with this Agreement including but not limited to premises and automobile.

4.2 CONSULTANT shall maintain liability insurance in the following minimum limits:

Comprehensive General Liability Insurance
(bodily injury and property damage)

Combined Single Limit Per Occurrence	\$ 2,000,000
General Aggregate	\$ 4,000,000*

Commercial General Liability Insurance
(bodily injury and property damage)

General limit per occurrence	\$ 2,000,000
General limit project specific aggregate	\$ 4,000,000

<u>Automobile Liability Insurance</u>	\$ 2,000,000
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*General aggregate per year, or part thereof, with respect to losses or other acts or omissions of CONSULTANT under this Agreement.

4.3 If coverage is provided through a Commercial General Liability Insurance policy, a minimum of 50% of each of the aggregate limits shall remain available at all times. If over 50% of any aggregate limit has been paid or reserved, the CITY may require additional coverage to be purchased by the CONSULTANT to restore the required

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limits. The CONSULTANT shall also notify the CITY'S Project Manager promptly of all losses or claims over \$25,000 resulting from work performed under this contract, or any loss or claim against the CONSULTANT resulting from any of the CONSULTANT'S work.

- 4.4 All insurance companies affording coverage to the CONSULTANT for the purposes of this Section shall add the City of Oceanside as "additional insured" under the designated insurance policy for all work performed under this agreement. Insurance coverage provided to the City as additional insured shall be primary insurance and other insurance maintained by the City of Oceanside, its officers, agents, and employees shall be excess only and not contributing with insurance provided pursuant to this Section.
- 4.5 All insurance companies affording coverage to the CONSULTANT pursuant to this agreement shall be insurance organizations admitted by the Insurance Commissioner of the State of California to transact business of insurance in the state or be rated as A-X or higher by A.M. Best.
- 4.6 CONSULTANT shall provide thirty (30) days written notice to the CITY should any policy required by this Agreement be cancelled before the expiration date. For the purposes of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation.
- 4.7 CONSULTANT shall provide evidence of compliance with the insurance requirements listed above by providing, at minimum, a Certificate of Insurance and applicable endorsements, in a form satisfactory to the City Attorney, concurrently with the submittal of this Agreement.
- 4.8 CONSULTANT shall provide a substitute Certificate of Insurance no later than thirty (30) days prior to the policy expiration date. Failure by the CONSULTANT to provide such a substitution and extend the policy expiration date shall be considered a default by CONSULTANT and may subject the CONSULTANT to a suspension or termination of work under the Agreement.
- 4.9 Maintenance of insurance by the CONSULTANT as specified in this Agreement shall in no way be interpreted as relieving the CONSULTANT of any responsibility whatsoever and the CONSULTANT may carry, at its own expense, such additional insurance as it deems necessary.
5. **PROFESSIONAL ERRORS AND OMISSIONS INSURANCE.** Throughout the duration of this Agreement and four (4) years thereafter, the CONSULTANT shall

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maintain professional errors and omissions insurance for work performed in connection with this Agreement in the minimum amount of Two Million Dollars (\$2,000,000.00).

CONSULTANT shall provide evidence of compliance with these insurance requirements by providing a Certificate of Insurance.

6. **CONSULTANT'S INDEMNIFICATION OF CITY.** To the greatest extent allowed by law (including, without limitation, California Civil Code section 2782.8), CONSULTANT shall indemnify and hold harmless the CITY and its officers, agents and employees against all claims for damages to persons or property arising out of CONSULTANT'S work, including the negligent acts, errors or omissions or wrongful acts or conduct of the CONSULTANT, or its employees, agents, subcontractors, or others in connection with the execution of the work covered by this Agreement, except for those claims arising from the willful misconduct, sole negligence or active negligence of the CITY, its officers, agents, or employees. CONSULTANT'S indemnification shall include any and all costs, expenses, attorneys' fees, expert fees and liability assessed against or incurred by the CITY, its officers, agents, or employees in defending against such claims or lawsuits, whether the same proceed to judgment or not. Further, CONSULTANT at its own expense shall, upon written request by the CITY, defend any such suit or action brought against the CITY, its officers, agents, or employees founded upon, resulting or arising from the conduct, tortious acts or omissions of the CONSULTANT.

CONSULTANT'S indemnification of CITY shall not be limited by any prior or subsequent declaration by the CONSULTANT.

7. **OWNERSHIP OF DOCUMENTS.** All plans and specifications, including details, computations and other documents, prepared or provided by the CONSULTANT under this Agreement shall be the property of the CITY. CONSULTANT shall provide all such documents in electronic, editable format upon request by the CITY. The CITY agrees to hold the CONSULTANT free and harmless from any claim arising from any use, other than the purpose intended, of the plans and specifications and all preliminary sketches, schematics, preliminary plans, architectural perspective renderings, working drawings, including details, computation and other documents, prepared or provided by the CONSULTANT. CONSULTANT may retain a copy of all material produced under this Agreement for the purpose of documenting CONSULTANT'S participation in this project.
8. **COMPENSATION.** Compensation for all work performed in accordance with this Agreement will be a not to exceed amount of **\$100,350** for the term of the Agreement. CONSULTANT shall be paid on a monthly basis in arrears upon

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Commencement of the Agreement. CONSULTANT is required to submit invoices for payment to document the services rendered to the CITY for payment.

Monthly payments will be \$8,362.50 for 18 visits in a 24-hour period, seven-days a week.

Monthly payments will be \$5,575 for 12 visits in a 24-hour period, seven-days a week.

No work shall be performed by CONSULTANT in excess of the total contract price without prior written approval of the CITY. CONSULTANT shall obtain approval by the CITY prior to performing any work that results in incidental expenses to CITY.

- 9. TIMING REQUIREMENTS.** Time is of the essence in the performance of work under this Agreement and the timing requirements shall be strictly adhered to unless otherwise modified in writing. All services be completed in every detail to the satisfaction of CITY. Services shall commence **May 1, 2026** and terminate on **April 30, 2027**, unless earlier terminated by either party providing thirty (30) days' notice.

9.1 RENEWAL OPTION. CITY may offer and CONSULTANT may agree to renew the Agreement for **two (2) additional one (1) year periods** upon the same terms, conditions and compensation, provided CONSULTANT at the end of the Agreement term is not in default of the Agreement.

9.2 NOTICE OF INTENT TO RENEW. CITY shall notify CONSULTANT, in writing, with a "Notice of Intent to Exercise the Option to Renew" not sooner than **180 days** and not later than **90 days** prior to the termination date of the Agreement.

9.3 NOTICE OF RENEWAL. Upon receipt of CITY's Notice of Intent to Exercise the Option to Renew, CONSULTANT shall respond to CITY, in writing, within **60 days** of receipt of said Notice of Intent. Failure of the CONSULTANT to so respond shall be construed as an intention to renew the Agreement for the option term. Renewal options will be processed administratively by CITY staff.

- 10. ENTIRE AGREEMENT.** This Agreement comprises the entire integrated understanding between CITY and CONSULTANT concerning the work to be performed for this project and supersedes all prior negotiations, representations, or agreements.

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11. **INTERPRETATION OF THE AGREEMENT.** The interpretation, validity and enforcement of the Agreement shall be governed by and construed under the laws of the State of California ("State"). The Agreement does not limit any other rights or remedies available to CITY.

The CONSULTANT shall be responsible for complying with all local, state, and federal laws whether or not said laws are expressly stated or referred to herein.

Should any provision herein be found or deemed to be invalid, the Agreement shall be construed as not containing such provision, and all other provisions, which are otherwise lawful, shall remain in full force and effect, and to this end the provisions of this Agreement are severable.

12. **PROTECTION OF PERSONAL INFORMATION.** "Personal information" means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household, as more fully defined in California Civil Code section 1798.140. The CONSULTANT shall not collect any Personal Information except as is necessary for performance of obligations under this Agreement or otherwise required by law. The CONSULTANT shall protect, according to reasonable industry standards, the privacy and security of any Personal Information to which CONSULTANT has access in connection with this Agreement and shall not disclose such Personal Information to any third party or government agency, including federal immigration enforcement agents, unless required by this Agreement or by State or federal law.

13. **AGREEMENT MODIFICATION.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto.

14. **TERMINATION OF AGREEMENT.** Either party may terminate this Agreement by providing thirty (30) days written notice to the other party. If any portion of the work is terminated or abandoned by the CITY, then the CITY shall pay CONSULTANT for any work completed up to and including the date of termination or abandonment of this Agreement. The CITY shall be required to compensate CONSULTANT only for work performed in accordance with the Agreement up to and including the date of termination.

15. **SIGNATURES.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the CONSULTANT and the CITY.

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IN WITNESS WHEREOF, the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Professional Services Agreement to be executed by setting hereunto their signatures on the dates set forth below.

GATEKEEPERS SECURITY SERVICES, INC

CITY OF OCEANSIDE

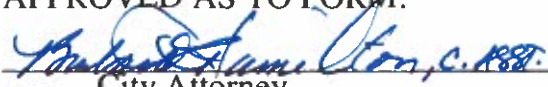
By: 
Grant Norman,
Chief Executive Officer

By: _____
Jonathan Borrego,
City Manager

Date: 3/25/26

Date: _____

APPROVED AS TO FORM:


City Attorney

Employer ID No.

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Diego)

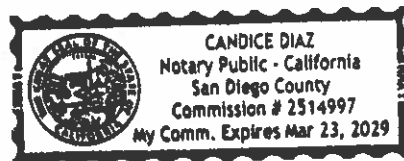
On March 25, 2026 before me, Candice Diaz, Notary Public
(insert name and title of the officer)

personally appeared Grant Norman,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Candice Diaz (Seal)



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**EXHIBIT "A"
Premises**





BA20251705315

B3956-0910 08/22/2025 11:57 AM Received by California Secretary of State



STATE OF CALIFORNIA
Office of the Secretary of State
STATEMENT OF INFORMATION
CORPORATION
 California Secretary of State
 1500 11th Street
 Sacramento, California 95814
 (916) 657-5448

For Office Use Only

-FILED-

File No.: BA20251705315

Date Filed: 8/22/2025

Entity Details								
Corporation Name	GATEKEEPERS SECURITY SERVICES, INC.							
Entity No.	4514571							
Formed In	CALIFORNIA							
Street Address of Principal Office of Corporation								
Principal Address	1422 MARQUETTE ST 4D OCEANSIDE, CA 92582							
Mailing Address of Corporation								
Mailing Address	1422 MARQUETTE ST 4D OCEANSIDE, CA 92582							
Attention	GRANT NORMAN							
Street Address of California Office of Corporation								
Street Address of California Office	1422 MARQUETTE ST 4D OCEANSIDE, CA 92582							
Officers								
<table border="1"> <thead> <tr> <th>Officer Name</th> <th>Officer Address</th> <th>Position(s)</th> </tr> </thead> <tbody> <tr> <td>Grant Norman</td> <td>1865 W 222ND ST B TORRANCE, CA 90501</td> <td>Chief Executive Officer, Chief Financial Officer, Secretary</td> </tr> </tbody> </table>	Officer Name	Officer Address	Position(s)	Grant Norman	1865 W 222ND ST B TORRANCE, CA 90501	Chief Executive Officer, Chief Financial Officer, Secretary		
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Grant Norman	1865 W 222ND ST B TORRANCE, CA 90501	Chief Executive Officer, Chief Financial Officer, Secretary						
Additional Officers								
<table border="1"> <thead> <tr> <th>Officer Name</th> <th>Officer Address</th> <th>Position</th> <th>Stated Position</th> </tr> </thead> <tbody> <tr> <td colspan="4" style="text-align: center;">None Entered</td> </tr> </tbody> </table>	Officer Name	Officer Address	Position	Stated Position	None Entered			
Officer Name	Officer Address	Position	Stated Position					
None Entered								
Directors								
<table border="1"> <thead> <tr> <th>Director Name</th> <th>Director Address</th> </tr> </thead> <tbody> <tr> <td>ALEX VYBORG</td> <td>28364 S WESTERN AVE 140 RANCHO PALOS VERDES, CA 90274</td> </tr> </tbody> </table>	Director Name	Director Address	ALEX VYBORG	28364 S WESTERN AVE 140 RANCHO PALOS VERDES, CA 90274				
Director Name	Director Address							
ALEX VYBORG	28364 S WESTERN AVE 140 RANCHO PALOS VERDES, CA 90274							
The number of vacancies on Board of Directors is: 0								
Agent for Service of Process								
Agent Name	GRANT NORMAN							
Agent Address	1422 MARQUETTE ST 4D OCEANSIDE, CA 92582							
Type of Business								
Type of Business	SECURITY SERVICES							
Email Notifications								
Opt-in Email Notifications	Yes, I opt-in to receive entity notifications via email.							
Labor Judgment								

No Officer or Director of this Corporation has an outstanding final judgment issued by the Division of Labor Standards Enforcement or a court of law, for which no appeal therefrom is pending, for the violation of any wage order or provision of the Labor Code.

Electronic Signature

By signing, I affirm that the information herein is true and correct and that I am authorized by California law to sign.

Grant Norman

08/22/2025

Signature

Date