

*STAFF REPORT**CITY OF OCEANSIDE*

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DATE: September 27, 2023

TO: Honorable Mayor and City Councilmembers

FROM: City Manager's Office

SUBJECT: **AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH MAINSTREET OCEANSIDE FOR ENHANCED SECURITY SERVICES**

**SYNOPSIS**

Staff recommends that the City Council approve Amendment 1 to the Professional Services Agreement (PSA) with MainStreet Oceanside, in the amount of \$1,881,766, to continue management of enhanced safety and security in Downtown Oceanside for a period of 15 months; and authorize the City Manager to execute the amendment.

**BACKGROUND**

On September 28, 2022, the City Council approved a Professional Services Agreement with MainStreet Oceanside, in the amount of \$1,326,319, for implementation and management of a one-year pilot program for enhanced safety and security in Downtown Oceanside.

On June 7, 2023, the City Council adopted a resolution approving the FY 2023-24 Measure X Operating Budget, which includes funding for downtown security officers.

**ANALYSIS**

The amended contract with MainStreet Oceanside will continue to provide for the continuation of enhanced, proactive security presence in the downtown, beachfront, and Oceanside Transit Center areas for a period of 15 months. While these services are currently provided by Gatekeepers Security Services, Inc., under the terms of the Agreement, MainStreet has discretion to choose the provider of this service. Services will include four trained security officers on foot, vehicle and bicycle patrol seven days a week, 24 hours a day in the downtown area. The goals of the enhanced security are to reduce crime, property damage and other activities that are disruptive to downtown residents, businesses and visitors. In addition, security officers will work closely with the Oceanside Police Department's Homeless Outreach Team to assist vulnerable populations in connecting with resources.

MainStreet Oceanside will allocate \$149,000 from the Downtown Oceanside Property Business Improvement District's security budget, and receive an administration fee of \$123,000 for staff and resources to manage the enhanced security.

**FISCAL IMPACT**

The Amendment to the PSA for a period of 15 months with MainStreet Oceanside in the amount of \$1,881,766 (\$1,129,060 in FY 2023-24 and \$752,706 in FY 2024-25) will be charged to Downtown Security Presence account 150568103.5305 which has a current FY 2023-24 available balance of \$1,366,108. This amount is included in the FY 2023-24 Measure X Operating Budget; therefore, sufficient funds are available.

Description	FY 2023-24 Amount	Account Number	Available Balance
Amendment to PSA with Mainstreet Oceanside	\$1,129,060	150568103.5305	\$1,366,108

**INSURANCE REQUIREMENTS**

The City's standard insurance requirements will be met.


**CITY ATTORNEY'S ANALYSIS**

The City Attorney's Office has reviewed and approved additional insurance requirements for this Amendment beyond the City's standard contract requirements.

**RECOMMENDATION**

Staff recommends that the City Council approve Amendment 1 to the Professional Services Agreement (PSA) with MainStreet Oceanside, in the amount of \$1,881,766, to continue management of enhanced safety and security in Downtown Oceanside for a period of 15 months; and authorize the City Manager to execute the amendment.


PREPARED BY:



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Michael Gossman  
Assistant City Manager

SUBMITTED BY:



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Jonathan Borrego  
City Manager

REVIEWED BY:

Jill Moya, Financial Services Director  
Michelle Geller, Economic Development Manager



ATTACHMENTS:

1. Amendment to the Professional Services Agreement with MainStreet Oceanside

**CITY OF OCEANSIDE  
AMENDMENT TO  
PROFESSIONAL SERVICES AGREEMENT**

**PROJECT: ENHANCED SECURITY FOR DOWNTOWN OCEANSIDE**

THIS AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (hereinafter "Amendment"), dated \_\_\_\_\_, 20\_\_ for identification purposes, is made and entered into by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and MainStreet Oceanside, hereinafter designated as "CONSULTANT."

**RECITALS**

WHEREAS, City and Consultant are the parties to that certain Professional Services Agreement dated September 28, 2022, hereinafter referred to as the "Agreement", wherein Consultant agreed to provide certain services to the City as set forth therein;

WHEREAS, City Council approved a Professional Services Agreement with MainStreet Oceanside in the amount of \$1,326,319 for implementation and management of a one-year pilot program for enhanced safety and security in Downtown Oceanside on September 28, 2022; and

WHEREAS, the Measure X Citizens Oversight Committee endorsed the revised FY 2023-24 (Year 5) Spending Plan, which included funding for downtown security officers, and recommend approval to the City Council, on August 2, 2023; and

WHEREAS, the parties desire to amend the Agreement to provide for changes and/or modifications to the Scope of Work and extend the program for enhanced safety and security in Downtown Oceanside for an additional 15 month period.

**AMENDMENT**

NOW, THEREFORE, the parties hereto do mutually agree that the Agreement shall be amended as follows:

1. Section 8 is amended as follows: CONSULTANT'S compensation for all work performed in accordance with this Agreement for the 15 month period covered by this Amendment shall not exceed the total contract price of \$1,881,766. The effective date of this Amendment 1 shall be October 1, 2023 and terminate on December 31, 2024, unless terminated earlier as provided in the Professional Services Agreement.

## **MainStreet Oceanside – Enhanced Security for Downtown**

2. The Scope of Work referenced in Section 1 and incorporated as Attachment A to the Agreement is fully replaced by the Scope of Work included as Attachment A to this Amendment .
3. Section 4 of the Agreement is amended to include the following additional language: 4.10 In addition to the insurance requirements set forth in Sections 4.1-4.9, CONSULTANT shall also require any person or entity retained by CONSULTANT to perform any of the enhanced security services identified in the Scope of Work to carry insurance at all times that meets or exceeds the minimum standards detailed herein. CONSULTANT shall further require that the City of Oceanside be added as “additional insured” under each such policy of insurance and shall make this requirement an express provision of any contract between CONSULTANT and the person or entity performing enhanced security services.
4. Except as expressly set forth in this Amendment, the Agreement shall remain in full force and effect and is hereby ratified and reaffirmed.

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

**MainStreet Oceanside – Enhanced Security for Downtown**

IN WITNESS WHEREOF, the parties hereto being duly authorized on behalf of their respective entities to execute this Amendment, do hereby agree to the covenants contained in the Agreement, including this Amendment, and have caused this Amendment to be executed by setting hereunto their signatures on the dates set forth below.

MAINSTREET OCEANSIDE

By: Richard Wright CEO  
Name/Title

Date: 9-6-2023

By: Gumaro Escarcega, COO  
Name/Title

Date: 9-6-2023

33-0923965  
Employer ID No.

CITY OF OCEANSIDE

By: \_\_\_\_\_  
City Manager

Date: \_\_\_\_\_

APPROVED AS TO FORM:

John Hill  
City Attorney

**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.

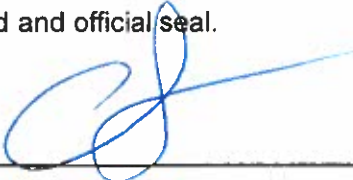
State of California  
County of SAN DIEGO

On SEPTEMBER 06, 2023 before me, C. WERTS, NOTARY PUBLIC  
(insert name and title of the officer)

personally appeared RICHARD G. WRIGHT AND GUMARO ESCARSEGA,  
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 



(Seal)

\* CITY OF OCEANSIDE AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

CORPORATE RESOLUTION  
OF  
Main Street Oceanside, Inc

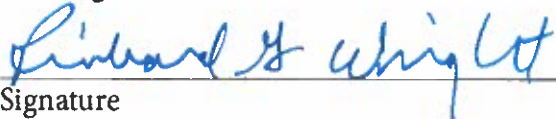
WHEREAS, the Corporation is determined to grant signing and authority to certain person(s) described hereunder.

NOW, THEREFORE BE IT RESOLVED:


That the Board of Directors is hereby authorized and approved to authorize and empower the following individuals to make, execute, endorse and deliver in the name of and on behalf of the corporation, any and all written instruments, agreements, and contracts, entered into by this Corporation.

IT IS FURTHER RESOLVED, that any such written instruments, agreements, or contracts shall not bind the corporation for an amount exceeding \$25,000 without the direction and approval of the Board of Directors.

Richard Wright  
Chief Executive Officer  
760-754-4512  
rickwright@mainstreetoceanside.com


  
Signature

Gumaro Escarcega  
Chief Operations Officer  
760-754-4512  
gumaro@mainstreetoceanside.com

  
Signature

THE UNDERSIGNED hereby certifies that s/he is the duly elected, qualified and acting Secretary of Main Street Oceanside, Inc. ("The Company") and that the foregoing resolution was submitted to and approved and adopted by the Board of Directors at a meeting held on October 26, 2021, and that said resolution is now in full force and effect without modification or recession as permitted under the bylaws of the Company and in accordance with the provisions of state law under which the Company was incorporated.

IN WITNESS WHEREOF, the undersigned has hereunto set his/her hand effective this twenty-sixth day of October, 2021.

  
David Schulz, Secretary

Main Street Oceanside, Inc.  
701 Mission Avenue  
Oceanside, California 92054  
(760) 754-4512  
Federal Tax ID 33-0923965



## **ATTACHMENT A – ENHANCED DOWNTOWN SECURITY SERVICES SCOPE OF WORK**

### **Background:**

MainStreet Oceanside (MSO) will partner with the City of Oceanside to oversee enhanced security services in Downtown Oceanside to help reduce crime, property damage and other activities that are disruptive to Downtown residents, businesses and visitors. MSO is currently under contract to manage the Property and Business Improvement District (PBID), which, in partnership with City of Oceanside Public Works and the Oceanside Police Department, includes enhanced maintenance and safety activities such as pressure washing sidewalks, litter removal, graffiti abatement, security patrols, homeless prevention and Crime Prevention Through Environmental Design (CPTED) improvements. MSO will contract with Gatekeepers Security Services Inc. (GSSI) to further enhance security services. GSSI specializes in proactive security strategies to reduce crime, and has a proven track record of success in other communities facing similar issues to Downtown Oceanside.

The enhanced security services provided by GSSI will be conducted 24 hours a day, seven days a week. Four security officers will be on duty at all times, and will have vehicles and bicycles available to provide proactive security in the designated area. One of their principal goals will be to assist vulnerable populations in connecting with resources.

### **Scope of Work:**

MainStreet Oceanside will contract with Gatekeepers Security Services Inc. to perform the following activities:

- Four dedicated officers seven days a week, 24 hours a day. GSSI will provide four marked security vehicles and bicycles.
- GSSI will use top of the line accountability software to make communication between management and the client seamless. Reports of suspicious activity observed, and actions taken by officers on duty, will be tracked.
- GSSI will utilize three forms of GPS tracking on their officers to ensure the service area is adequately patrolled.
- GSSI will have one dedicated officer assigned to the 6-8 block radius covering Central Downtown Oceanside at all times. Officers will maintain specific focus on Downtown areas with historically higher rates of criminal activity.
- GSSI will dedicate one officer to beachfront patrol at all times. The beachfront patrol officer will maintain specific focus on the Pier Amphitheater and the Junior Seau Beach Community Center.
- GSSI officers will patrol within the PBID area as well as the MSO Downtown District, with a specific focus on the following areas, but not limited to (see Exhibit A – Service Boundaries):
  - The Strand to Horne Street

## **ATTACHMENT A – ENHANCED DOWNTOWN SECURITY SERVICES SCOPE OF WORK**

- Civic Center Drive South to Seagaze Drive
  - Neptune Street South to Wisconsin Avenue
  - Cross streets include Pacific Street, Myers Street, Cleveland Street, Tremont Street, Freeman Street, Ditmar Street, Nevada Street, Clementine Street and Home Street.
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- GSSI officers will assist individuals with information pertaining to where they can best receive shelter and resources should they require it.
  - GSSI officers will assist in the collection and disposal of abandoned property encountered during their patrol. Vehicles will be equipped to carry abandoned property to a disposal site designated by MSO.
  - GSSI officers will assist the public as ambassadors for the City. Responsibilities may include but are not limited to: providing information about recreational/cultural activities, escorting visitors and employees to their vehicles, and other duties to be determined as security patrols provide feedback on their interactions. MSO will perform trainings to educate security guards about Downtown Oceanside offerings. These training will be done in conjunction to Security Guard monthly training.
  - GSSI will include data collection as a part of its activities. By collecting data on the number of individuals contacted, the number of repeated interactions, the referred services or facilities, and other significant information, the City of Oceanside will gain valuable insight into the scope and activities of the patrols, the individuals the patrols encounter, the condition of patrolled areas of the city, and how many interactions include people experiencing homelessness, mental health challenges, and other issues.
  - GSSI officers will act on the behalf of MSO, businesses, residents, or visitors for crimes that could require a citizen's arrest declaration for crimes committed outside the presence of OPD officers. GSSI officers will be the responsible party for instances of misdemeanor crimes that occur in their presence where the victim is unwilling to sign for the arrest.
  - GSSI will maintain communications with the Oceanside Police Department (OPD) to report illegal activity.
  - GSSI officers will appear and give testimony by deposition or in court as required. They will work with the OPD and City of Oceanside Environmental Services to address illegal camping, trespassing, and dumping of refuse.
  - GSSI has access to hand-held data collection technology that will benefit the City of Oceanside with the following outcomes:
    - Weekly census of individuals experiencing homelessness or are otherwise living on the streets.
    - Tracking reductions or increases in interactions.
    - Heat maps of locations with frequent interactions.
    - Analysis of types of interactions and potential responses.

## **ATTACHMENT A – ENHANCED DOWNTOWN SECURITY SERVICES SCOPE OF WORK**

- Frequency of repeated interactions.
  - Referrals to resources and their outcomes.
  - De-identified demographic and other personal information.
  - Customizable data fields for specific uses.
- In addition, GSSI's partners can provide data analytics, data dashboards, and other data services that provide real-time data and graphical visualization to track daily progress and match progress with desired outcomes.
  - MainStreet Oceanside will install a secured, mobile information kiosk on Myers Street at the west side of the pedestrian underpass to activate a year-round Downtown Ambassador Program to assist in keeping Downtown Oceanside welcoming and inviting to residents and visitors. The mobile kiosk will be available for GSSI guards to occupy when the Ambassador Program is active in the summer, and we will implement a new Downtown Ambassador system in fall of 2023 season.
  - MainStreet Oceanside will work with San Diego Rescue Mission that can support GSSI guards' efforts to provide transportation services. MainStreet Oceanside and GSSI are committed to partnering with existing homeless services programs to encourage vulnerable populations to receive help.
  - GSSI will provide direct assistance to Downtown stakeholders if requested. If a situation beyond the normal scope of patrol activities arises that requires OPD response, GSSI will decide how to assign available personnel on a case-by-case basis.
  - GSSI will conduct monthly training to security officers to prepare security guards on deescalating issues with transients and identify issues that can impact our locals and visitors. Trainings will be located at MSO office once a month between 9:00 a.m. – 4:00 p.m.

### **Payment Schedule and Reporting Requirements:**

MSO will invoice the City on the 15<sup>th</sup> day of each month following the start of services. Monthly invoices will include a report of GSSI activities during the activity period.

### **Security Budget:**

Monthly fee \$127,184.40 Still waiting on breakdown of fees

15-month contract \$1,907,766 – 43.55 per hour

MSO Management Fee \$123K annually (covers MSO administrative costs - 7%)

### **PBID Funds:**

October 2023 – December 2024 – \$149,000

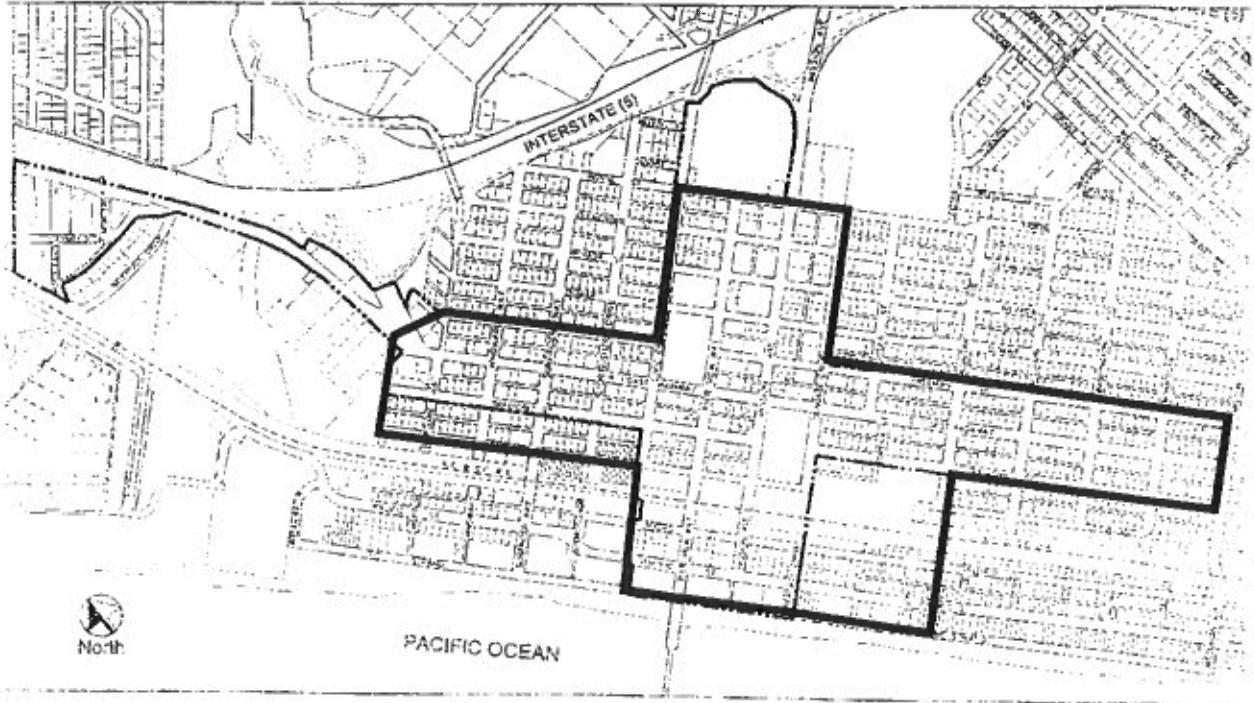
Final Assessment Total – \$149,000

**Total contract amount: \$1,881,766**

**ATTACHMENT A – ENHANCED DOWNTOWN SECURITY SERVICES  
SCOPE OF WORK**

**Exhibit A  
Service Boundaries**

**GSSI Service Boundaries**



Map updated October 18 2022