



**CARMICHAEL IMPROVEMENT DISTRICT PBID
SECURITY CONTRACT
For the Period - January 1, 2026-December 31, 2026**

This Services Contract is entered into as of January 1, 2026 between **First Castle Security Corp dba Sacramento Protective Services, a California corporation, PPO 122609**, (“Contractor”), and the **Carmichael Improvement District (CID)**, a California nonprofit corporation (“Client”) located in the County of Sacramento.

Now, therefore, both parties hereby agree as follows:

1. Scope of Services and Staffing. Contractor shall perform the services described in **“Attachment 1, Scope of Services”**.
2. Billing. **Client shall pay the Contractor at the hourly rate of \$54.98, 12 hours/day (7am to 7pm) for a mean rate of \$18,473 per month, totaling an annual cost of \$221,679.** Invoices shall be provided monthly to the Executive Director of the Carmichael Improvement District. Invoices will be presented by mail or email five days before payment is made electronically. Payment shall be made by the first of each month to Sacramento Protective Services (SPS) by check or electronically via ACH collections only after an SPS invoice has been provided to CID.
3. Term of Contract. Contract shall remain in force through December 31, 2026.
4. Independent Contractor. In rendering services hereunder, Contractor shall be acting as an independent contractor, not as an employee or agent of the Client. As an independent contractor, neither the Contractor nor the Client shall have authority, express or implied, to commit or obligate the other in any manner whatsoever, except as specifically authorized from time to time in writing by the authorized representative of Contractor or the Client, as the case may be, which authorization may be general or specific. Nothing contained in this Contract shall be construed or implied to create a partnership. Contractor shall be responsible for payment of all federal, state, local, and employment taxes payable with respect to all amounts paid to Contractor under this Contract. The Client is aware that Contractor has other clients for which it performs similar services. Contractor shall not use employees less than 18 years of age on work performed for the Client. It is further understood and agreed that Contractor must issue W-2 and 941 forms for income and employment tax purposes and withhold all necessary state and federal taxes for any and all of Contractor’s personnel assigned under the terms and conditions of this Contract. If Contractor uses subcontractors, it is agreed that Contractor will issue 1099 forms and ensure all IRS requirements are met.

5. Insurance and Indemnity. Contractor and subcontractors shall maintain, in accordance with County of Sacramento requirements, a minimum of \$1 million in general liability insurance. Client and the County of Sacramento shall be named as an additional insured. Proof of insurance shall be provided prior to commencement of the contract. Contractor shall maintain workers compensation insurance at no less than the statutory requirement.

Should the legal status of the Contractor change during the course of this contract, the Client shall be notified as soon as practical to determine any required insurance modifications by Contractor.

Contractor and any subcontractor of Contractor agrees to indemnify, defend and hold harmless the Client, their officers, directors, members, agents, employees and representatives against any and all loss, claims, liabilities, damages, expenses, actions and costs (including attorney's fees, judgments, fines and amounts paid in settlement) actually and reasonably incurred by the Client in connection with any threatened, pending, completed, or future action or proceedings to which the Client is, or is threatened to be, made party arising in any manner from the negligent acts by Contractor, its officers, agents, employees, subcontractors, volunteers, or anyone directly or indirectly employed by any of them, regardless of whether caused in part by a party indemnified hereunder and whether or not Client reviewed, accepted or approved any service or work product performed or provided. The terms of this section are non-revocable and shall survive expiration or other termination of this Contract.

Client shall give notice to Contractor of any loss, damage, expense, claim, lawsuit, liability, fine or penalty within thirty (30) days from receipt of notice for any claim arising from the Contractor's work.

6. Compliance. Contractor and Client shall comply with all applicable Federal, State and local laws, rules and regulations.

7. Notice. Any notice required to be delivered by either party under this Contract shall be in writing and shall be deemed to have been given if either delivered personally or mailed in a registered or certified envelope deposited in the United States mail addressed to the address of either party as set forth below:

Contractor: First Castle Security Corp dba Sacramento Protective Services, PO Box 340183,
Sacramento, CA 95834

Client: Carmichael Improvement District, P.O. Box 528 Carmichael, Ca. 95608

8. Termination. Either party shall have the right to terminate this Contract upon 30 days' written notice. Notwithstanding the foregoing, in the event the Client is disestablished or not renewed by County of Sacramento, or in the event PBID funding is not provided to the Client for any reason or in the event Contractor (or Contractor employees/sub-contractors) are guilty of negligence, theft or malfeasance, the Client may cancel this Contract effective immediately upon notice to Contractor.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date set forth above.

Contractor:

**First Castle Security Corp dba
Sacramento Protective Services, Inc.**

By:

Erick Vallejo
Erick Vallejo, Business Manager

Date: 12/15/2025

Client:

Carmichael Improvement District

By: *Samantha Beck*
Samantha Beck, Executive Director

Date: 12/18/2025

Attachment 1

SCOPE OF SERVICES

- Uniformed armed with a firearm and trained security officer in marked patrol vehicle
- Proactive patrol of assessed parcels during service period• 24-Hour call response service with dispatch services and reporting Determined Service Period:
- Twelve (12) hours of coverage of the District from 7:00 AM to 7:00 PM, seven (7) days per week.
- Determined Service Period will be reevaluated by Corporation and Contractor acknowledges that such hours are subject to periodic adjustment. Call Response Outside Determined Service Period:
- Responses outside the scheduled service hours provided at no additional charge

Reporting:

- Corporation will have online access to the Contractor's incident record management system. Additional user accounts will be provided at no additional charge.
- Corporation and designated recipients shall receive an electronic daily report compiling the previous day's security activities, call responses, findings, and recommendations.
- Call response times will be reported in every service call, including:
 - time call was received
 - time call was dispatched to Officer
 - time from dispatch to Officer arrival
 - and time from arrival to departure.
- Summary/data reports are available through the record management system, but customized reports may be requested by the Corporation at any time with results provided within one day from the time of request.
- Contractor will equip security officer with GPS locator and body camera equipment. Contractor will provide Corporation representatives access to real-time and archival GPS and body camera data.

Meetings:

- Contractor management representative will attend monthly public safety committee and Board of Director meetings to share details on report only or as questioned by CID Staff.
- Officer on duty is encouraged to attend as well, so long as there are not pending calls or duties.

Routine Duties:

- Officer expected to be in PBID boundaries within 15 minutes of scheduled start time.
- Officer will proactively patrol member parcels for criminal or nuisance activity, addressing issues found within the scope of their training and authority at the given location. Officer shall self-initiate the discovery of persons of interest, vehicles, their locations and/or any other nuisance issues in addition to regular calls for service.
- Officer will endeavor to provide equitable distribution of time and visibility throughout the assessed parcels, activity levels permitting.
- Officer will respond to calls received from dispatch in a timely manner, if a call cannot be serviced within 15 minutes time, the Officer will alert dispatch or call the Reporting Party themselves to address the delay in service.
- Officer will conduct no less than five (5) proactive business visits daily. All business visits will be recorded in the reporting database and will appear on statistical reports for reference. Officer will attempt to pick up a business card for reference, and have Notice of Agency forms completed during business visits as needed.

- Officer will diligently address any briefing instructions assigned and special focus areas as requested.
- Officer will issue an Official Notice of Trespass where:
 - o the parcel at hand has completed a Notice of Agency appointing Contractor or Corporation as agent.
 - o the suspect has been positively identified; and
 - o the suspect has been previously warned at the given location OR the suspect has engaged in criminal activity upon the location.
- Officer will cause enforcement action against persons violating an issued Notice of Trespass.
- Contractor will expediently provide all Notices of Trespass to the Corporation that are issued, and in the absence of the Executive Director of the Corporation, Notices of Trespass will be given the Sacramento Sheriff's Office and documented to the Corporation when and if that occurs.
- Contractor will qualify for and maintain access rights to the Department's online incident management system affording the most expedient entry. Should Contractor not hold, lose, or be denied direct access credentials, management must promptly inform Corporation of such condition, specifying its alternate procedures, and its intention and plan to reobtain access rights.
- Officer will attempt to positively identify, and photograph persons engaged in anti-social behaviors and add them to the Contractor's incident database and capture other specifics including vehicle make/model/plate of contacted vehicle, name/badge number of any outside law enforcement personnel involved.
- Indicative of their professionalism and the serious intent of their responsibilities, all officers are to comport themselves with a hard profile and with command presence befitting of law enforcement representatives.
- Officer will check-in minimum weekly with Corporation staff and/or Corporation leadership at Corporation headquarters.
- Officer will work effectively with other contractors of the Corporation (e.g., maintenance services) as needed to mitigate blight or nuisance crimes.
- Officer and management will maintain effective rapport with the greater law enforcement community including Sacramento County Sheriff's Department, District Attorney, Code Enforcement, the California Highway Patrol, and other agencies and interest groups working with the Corporation.
- Officers will work under a paid break and meal period scenario, taking mandated breaks within the PBID boundaries and remaining subject to recall should a significant incident arise in the course of a break or meal period.
- In the event that the assigned Officer must vacate the District during the service period, for fuel, to change vehicles or otherwise, the Officer will make note of this in a report, documenting the time the Officer left patrol of the district and the time the Officer resumed patrol in the District.
- Officer will vacate the District no earlier than 15 minutes prior to the end time of the scheduled shift in order to return their assigned equipment to headquarters.

 Initial by Erick Vallejo, First Castle/SPS