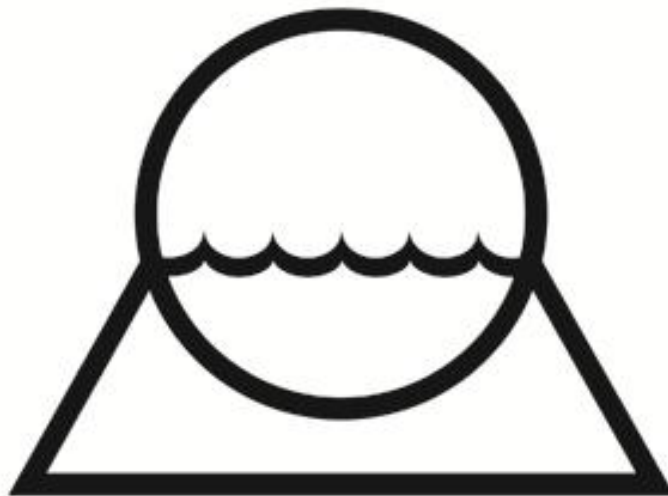


**REQUEST FOR PROPOSAL**  
**BID DOCUMENTS**  
**FOR**  
**Public Safety Department**  
**&**  
**Gate Attendant / Community Patrol**  
**Services Contract**



**CANYON LAKE PROPERTY OWNERS ASSOCIATION**  
**Canyon Lake, CA 92587**

Note:

Canyon Lake Property Owners Association is currently considering two models for community safety.

The first is the existing model based on the current "Gate Attendant & Community Patrol" program.

The second is a new "proposed" model that is still in the development stages called the "Department of Public Safety."

Attached to this RFP are the bidding documents for both models. Please note the differences as described in the bidding documents.

**Public Safety Dept. Gate Attendant / Community Patrol Services  
Canyon Lake Property Owners Association**

**TABLE OF CONTENTS**

***Bidding Requirements***

Advertisement to Bid ..... 4  
Instruction to Bidders ..... 5-6  
Insurance Specifications..... 7-10  
Bid Form / Schedule of Values ..... 13-19  
Statement of Qualifications..... 20-23

***Agreement / Contract Forms and Project Specifications***

Agreement / Contract (Including Exhibits) ..... 24-33  
Exhibits to Contact..... 34-54

**ADVERTISEMENT FOR BID**

**Canyon Lake Property Owners Association  
Public Safety Dept. Gate Attendant / Community Patrol Services Contract**

Sealed Bids for the Canyon Lake Property Owners Association [see Exhibit "C" Community Map (Project Description) of Agreement] will be received until 2:00 PM local time, on **Tuesday, January 31, 2012** at the Corporate Office, located at 31512 Railroad Canyon Rd, Canyon Lake, CA 92587. The Bids will not be opened publicly.

The project includes the Public Safety Department Gate Attendant and Community Patrol Services Contract within the boundaries of the Canyon Lake Property Owners Association Development.

Proposals shall be enclosed in a sealed envelope plainly marked on the lower left-hand corner with: Canyon Lake Property Owners Association (Project Description) and the name of the bidder, addressed to:

**Canyon Lake Property Owners Association  
c/o Jeremy Wilson, General Manager  
31512 Railroad Canyon Rd  
Canyon Lake, CA 92587**

## INSTRUCTIONS TO BIDDERS

### 1. BIDS

- a. Sealed Bids will be received as per Advertisement of Bids.
- b. Bid shall be submitted only on forms provided in the Proposal Documents
- c. Bid Forms must be completed legibly in ink or by type. In case of a discrepancy between the unit price and the extended amount, the unit price shown shall govern. Illegibility of any figure or word in the Bid Form may be sufficient cause for rejection of the Bid by the Association.
- d. Bid Forms shall be enclosed in sealed envelopes marked with the name of the project and Bidder and shall be delivered to the Association at the place specified in the Advertisement for Bids on or before the time specified.

### 2. NAME AND STATUS OF BIDDER

- a. The name and legal status of Bidder, that is, as a corporation, partnership, or individual, shall be stated in the Bid Form.
- b. Anyone signing a Bid Form as an agent of another or others must submit with the Bid Form legal evidence of his authority to do so.
- c. The place of residence of each Bidder, or the office address in the case of a firm or company, with county, and state, must be given after the signature. Phone and fax numbers are also required.

### 3. BONDS

(If Checked )

Maintenance and Guarantee Bonds shall be required as follows:

\_\_\_\_\_

\_\_\_\_\_

### 4. INSPECTION OF SITE

- a. Before submitting a Bid Form, each Bidder shall personally inspect the site of the proposed work to arrive at a clear understanding of the conditions under which the work is to be done.
- b. Each Bidder shall be held to have compared the premises with the bid documents and to have satisfied himself as to conditions of the premises, existing facilities and any other conditions affecting the carrying out of the work before delivery of his/her Bid Form.
- c. No allowance or extra consideration on behalf of the contractor will subsequently be allowed by reason of error or oversight on the part of the Contractor or on account of interference by the Association's or other Contractor's activities.

### 5. DATE OF COMPLETION (If Applicable)

- a. Time of completion will be as stated in the Agreement/Contract.

### 6. EXPERIENCE AND FINANCIAL STATEMENT

- a. It is the intention of the Association to award the Contract to a contractor fully capable, both financially and as regards to experience to perform and complete the services in a satisfactory manner. Each bidder must complete the Statement of Qualifications, which follows the Bid Form. If required by the Association, each Bidder under consideration may be required to submit additional evidence of qualifications.

- a. Each Bidder under consideration must be able to demonstrate that the bidder has successfully provided public safety & gate attendant and community patrol services in projects of a similar nature and scope within the last two years.

### 7. SUBCONTRACTORS (If Applicable)

- a. Bidder shall submit to Association a list of all subcontractors and other persons and

organizations (including those who are to furnish the principal items of material and equipment) proposed for those portions of work as to which such identification is so required. If requested by the owner, the apparent successful Bidder and any other Bidder so requested, will, within ten (10) days after the day of Bid opening, submit a Statement of Qualifications with pertinent information as to similar projects and other evidence of qualification for each such subcontractor, person and organization if requested by the Association. If the Association, after due investigation, has reasonable objection to any proposed subcontractor, other person or organization, Association may request the apparent successful Bidder to submit an acceptable substitute without an increase in Bid price. If the apparent successful Bidder declines to make any such substitutions, the Contract shall not be awarded to such Bidder. Any subcontractor, other person or organization so listed and to whom the Association does not make written objection prior to signing of the Agreement will be deemed acceptable to the Association.

#### 7. AWARD OF CONTRACT

- a. The ASSOCIATION reserves the right to accept any Bid, to reject any or all Bids, and to waive defects or irregularities in any Bid for any reason or no reason at all. The ASSOCIATION also reserves the right to award some, none, or all of the Contract.

#### 8. LIQUIDATED DAMAGES/INCENTIVES (If Applicable)

- a. If the Contractor fails to complete all the work within the time stipulated, he will be assessed liquidated damages as set forth in the Agreement.

#### 9. TAXES

- a. The Bidder shall include in the base Bid and shall pay all applicable federal, state and local taxes of whatever character and description.

#### 10. TENTATIVE DATES OF SIGNIFICANCE

- a. Submit Sealed Bids **January 31, 2012**
- b. Open Sealed Bids **February 2, 2012**
- c. Award Contract: **April 3, 2012**
- d. Notice to Proceed: **April 4, 2012**
- d. It is anticipated that Public Safety Department Gate Attendant and Community Patrol will begin **Tuesday, May 1, 2012, at 6:00 a.m.**

#### 11. EXISTING CONDITIONS

- a. Each bidder shall be held or have determined, to his own satisfaction, the conditions he will encounter in scope of the work, including conditions he may encounter or create without extra cost to the Association.

## **INSURANCE SPECIFICATIONS**

### **1. LIABILITY OF CONTRACTOR**

The Contractor shall take all responsibility for the services being provided to the Association and take all precautions for preventing injuries to persons and property on or about the community; and shall assume defense of, indemnify and save harmless the party of the first party and its individual officers and agents from all claims relating to labor and equipment furnished for the services.

The mention of any specific duty or liability of the Contractor in any part of the specifications shall not be construed as a limitation or restriction upon any general liability or duty imposed upon the Contractor by the specifications.

### **INDEMNIFICATION – HOLD HARMLESS AGREEMENT**

Contractor shall DEFEND, INDEMNIFY AND HOLD HARMLESS Association (including Association's officers, directors, shareholders, partners, members, managers, principals, insurers, assigns, attorneys, representatives, parent entities, divisions, subsidiaries, predecessors, successors in interest, agents, employees, licensees, affiliates, contractors, servants, and their respective successors and assigns) FROM ANY AND ALL CLAIMS, DEMANDS, OBLIGATIONS, ACTIONS, CAUSES OF ACTION, WRONGFUL DEATH CLAIMS, DAMAGES, COSTS, LOSSES, EXPENSES AND LIABILITIES OF EVERY NATURE (including, without limitation, attorneys' fees and other costs incurred in connection with the defense of any such claims or actions or in the enforcement of this defense and indemnity obligation) whether based on tort, contract, or equitable principles, and whether based on intentional or unintentional acts or omissions, arising from or in connection with (i) the performance of Contractor's obligations arising from this Agreement and/or (ii) the Contractor's failure to observe or comply with the provisions of this Agreement. Contractor's obligation to defend and indemnify herein shall extend to, but not be limited to, any and all claims, demands, obligations, actions, causes of action, wrongful death claims, damages, costs, expenses and liabilities, (including, without limitation, attorneys' fees and other costs incurred in the defense of claims or actions or in the enforcement of this defense and indemnity obligation) whether occurring before, during or after the performance of this Agreement, which arise from the activities and/or products of Contractor and/or Contractor's employees, agents, contractors, suppliers, subcontractors, officers, directors, shareholders, partners, members, insurers, assigns, attorneys, representatives, principals, parent entities, divisions, subsidiaries, successors in interest, licensees, affiliates or servants, or their respective successors and assigns. Contractor's obligation to defend and indemnify herein shall include, without limitation, claims based on duties, obligations or liabilities imposed on Association by statute, ordinance, regulation or other law, and claims based on theories of peculiar risk or non-delegable duty or arising from conditions of the work place, and include, without limitation, claims for or based on injury or death to persons or damage to or loss of property contributed to in part by the negligent act or omission or other misconduct of Association or other party to be indemnified herein (whether active or passive), as long as the injury, death, damage, or loss is caused or alleged to be caused in part by the negligent act or omission or other misconduct of Contractor and/or Contractor's employees, agents, contractors, suppliers, subcontractors, officers, directors, shareholders, partners, members, managers insurers, assigns, attorneys, representatives, principals, parent entities, divisions, subsidiaries, successors in interest, agents, licensees, affiliates, or servants or their respective successors and assigns. The above provisions of this paragraph do not obligate Contractor to indemnify Association against liability for damages for death or bodily injury to persons, injury to property, or other loss, damage or expense arising from the sole negligence or willful misconduct of Association. To the fullest extent allowed by applicable law, Contractor waives all claims against Association for damage to or loss of property and/or injury to or death of persons in or about the Properties from any cause arising at any time, except to the extent caused by the gross negligence or willful misconduct of Association; provided, however, that this sentence is not intended as a waiver of mechanic's liens, stop notices or bond rights as contemplated in California Civil Code Section 3262. All indemnifications by Contractor in this Agreement in favor of Association shall continue in full force and effect until all

statutes of limitation pertaining to any relevant claim or cause of action have expired. Nothing in this paragraph shall reduce or limit the Association's rights as an insured pursuant to the coverages which must be provided under this Agreement.

## COMPOSITION OF THE CONTRACTOR

If the CONTRACTOR hereunder is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

## 2. INSURANCE

### 2.1. Insurance Required of the Contractor:

Prior to commencement of work, the Contractor shall purchase and maintain during the term of the project such insurance as will protect him and the Owner from claims arising out of the work described in this Contract and performed by the Contractor, subcontractor(s) or sub-subcontractor(s) consisting of:

2.1.1. Worker's Compensation Insurance including employer's Liability to cover employee injuries or disease compensable under the Workers' Compensation Statutes of the states in which work is conducted under this Contract; disability benefit laws, if any; or Federal compensation acts such as U.S. Longshoremen or Harbor Workers', Maritime Employment, or Railroad Compensation Act(s), if applicable. Self-insurance plans approved by the regulatory authorities in the state in which work on this project is performed are acceptable.

2.1.2. A comprehensive General Liability policy to cover bodily injury to persons other than employees and for damage to tangible property including loss of use thereof, including the following exposures:

- A. All Premises and operations.
- B. Explosion, collapse and underground damage.
- C. Contractor's Protective coverage for independent contractors or subcontractors employed by him.
- D. Contractual Liability for the obligation assumed in the Indemnification or Hold Harmless agreement found under Part 1 of the Section.
- E. The usual Personal Injury Liability endorsement with no exclusions pertaining to employment.
- F. Products and Completed Operations coverage. This coverage shall extend through the contract guarantee period.

2.1.3. A Comprehensive Automobile Liability policy to cover bodily injury and property damage arising out of the ownership, maintenance or use of any motor vehicle, including owned, non-owned and hired vehicles. In light of the standard policy provisions concerning (a) loading and unloading, and b) definitions pertaining to motor vehicles licensed for road use vs. unlicensed or self-propelled construction equipment, it is strongly recommended that Comprehensive General Liability and Comprehensive Auto Liability be written by the same insurance carrier, though not necessarily in one policy.

2.1.4. Contractor will purchase for the Owner an Owner's Protective Liability policy to protect the Association; their consultants, agents and employees for their contingent liability for work performed by the Contractor, the subcontractor(s) or the sub-subcontractor(s) under this Contract.

2.1.5. Umbrella or Excess Liability

The Association may for certain projects, require limits higher than those stated in paragraph 2.2 that follows. Contractor is granted the option of arranging coverage under a single policy for the full limit required or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability policy equal to the total limit(s) requested. Umbrella or Excess policy wording shall be at least as broad as the primary or underlying policy(ies) and shall apply both to the Contractor's general liability and to his automobile liability insurance.

2.2. Limits of Liability

The required limits of liability for insurance coverages requested in Section 2.1 shall be not less than the following:

2.2.1. Worker's Compensation As Required by Law

2.2.2. Comprehensive General Liability

Bodily Injury – Each Occurrence	\$10,000,000
Bodily Injury - Aggregate (Completed Operations)	\$10,000,000
Property Damage – Each Occurrence	\$10,000,000
Property Damage – Aggregate or combined single limit	\$10,000,000 \$10,000,000

2.2.3. Comprehensive Automobile Liability

Bodily Injury	\$1,000,000
Property Damage or combined single limit	\$250,000 \$1,000,000

2.2.4. Owner's Protective

Bodily Injury - Each Occurrence	\$10,000,000
Property Damage - Each Occurrence	\$250,000
Property Damage - Aggregate or combined Single Limit	\$500,000 \$10,000,000

2.2.5. Umbrella or Excess Liability \$2,000,000

- 2.3. Insurance – Other Requirements
- |   |             |
|---|-------------|
| Hull Protection & Indemnity                           | \$1,000,000 |
| PI Coverage (False Arrest, detention or imprisonment) |             |
| PI Coverage (Assault & Battery)                       |             |

2.3.1. Notice of Cancellation or Intent not to Renew

Policies will be endorsed to provide that at least thirty (30) days written notice shall be given to the Owner of cancellation or of intent not to renew.

2.3.2. Evidence of Coverage

Prior to the commencement of work, the Contractor shall furnish to the Owner, Certificates of Insurance in force on the Owner's Form of Certificate provided. Other forms of certificate are acceptable only if (1) they include all items prescribed in the Owner's Form of Certificate, including agreement to cancellation provisions outlined in Paragraph 2.3.1 above, and (2) they have the written approval of the Owner. The Owner reserves the right to request complete copies of the policies if deemed necessary to ascertain details of coverage not provided by the certificates. Such policy copies shall be "Originally Signed Copies," and so designated.

A. Insurance Required for the Contractor

- i. Workers' Compensation and Employers' Liability Comprehensive General Liability, including:
  - a. All premises and operations.
  - b. Explosion, collapse, and underground damage.
  - c. Contractors' Protective
  - d. Contractual Liability for obligations assumed in the Indemnification-Hold Harmless agreement of this contract naming Canyon Lake Property Owners Association as additional insured. The liability policy must not stipulate that there is Homeowners Association exclusion.
  - e. Personal Injury Liability.
  - f. Products and Completed Operations.
  - g. 2810 Addendum to provide information required for Security Services contractors.
- ii. Comprehensive Automobile Liability, including owned, non-owned and hired vehicles.
- iii. Umbrella or Excess Liability.

B. Insurance Required for the Owner

Owners' Protective Liability which names as insured(s) the Owner; their consultants, agents, employees and such public corporations in whose jurisdiction the work is located.

2.3.3. Qualification of Insurers

In order to determine the financial strength and reputation of insurance carriers, all companies providing coverages required shall be licensed or approved by the California Department of Insurance and shall have a policyholder's service rating no lower than A as listed in A.M. Best's Key Rating Guide, current edition.

Companies with ratings lower than B+ will be acceptable only upon the written consent of the Association.

**BID FORM**

Public Safety Dept. Gate Attendant and Community Patrol Services Contract  
Canyon Lake Property Owners Association

**THIS BID IS SUBMITTED TO:**

Canyon Lake Property Owners Association

c/o: Jeremy Wilson – General Manager

31512 Railroad Canyon Rd

Canyon Lake, CA 92587

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work and or Services as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding documents.

Bidder accepts all of the terms and conditions of the Advertisement to Bid, Instructions to Bidders and Supplemental Instructions to Bidders.

In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

- A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged.

Addenda No.	Addenda Date	Signature
_____	_____	_____
_____	_____	_____
_____	_____	_____

- B. Bidder has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, and performance of said Services.
- C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of said Services.
- D. Bidder is to provide a copy of proposed Post Instructions and any other instructional information pertaining to the Canyon Lake Property Owners Association Public Safety Dept. Gate Attendant and Community Patrol Services.

- E. Bidder does not consider that any further examinations, investigations, exploration, tests, studies, or data are necessary for the determination of this Bid for performance of the requested services at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- F. Bidder is aware of the general nature of Services to be performed by Contractor and others at the Site that relates to the Services as indicated in the Bidding Documents.
- G. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, Post Instructions identified in the Bidding documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding documents. (If Any)
- H. Bidder has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the bidding Documents, and the written resolution thereof by Owner is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the work for which this Bid is submitted.

Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement of rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

**(See Bid Form / Schedule of Values on Page 13-19)**

**BID FORM / SCHEDULE OF VALUES  
FOR  
CANYON LAKE PROPERTY OWNERS ASSOCIATION**

**Public Safety Department (New Model)**

<u>DESCRIPTION</u>	<u>MONTHLY</u>	<u>ANNUALLY</u>
Estimated Annual Cost for 91,008 Annual Hours (unarmed)	\$ _____	\$ _____
Estimated Annual Cost for 91,008 Annual Hours (armed)	\$ _____	\$ _____
Annual Cost for four Patrol Vehicles (Must Include Fuel, Maintenance and Insurance)	\$ _____	\$ _____
Patrol Tracking Equipment (Type: _____)	\$ _____	\$ _____
Officer First Aid, CPR and AED Training	\$ _____	\$ _____
Radios and Cell Phone for Department	TO BE INCLUDED AT NO COST TO HOA	
Digital Cameras	TO BE INCLUDED AT NO COST TO HOA	
<b>TOTAL COST (unarmed)</b>	<b>\$ _____</b>	<b>\$ _____</b>
<b>TOTAL COST (armed)</b>	<b>\$ _____</b>	<b>\$ _____</b>

<u>PAY RATE TO BILL RATE RATIO</u>	<u>PAY RATE PER HOUR</u>	<u>BILL RATE PER HOUR</u>
Public Safety Director (40 Hours a Week): -If Armed	\$ _____ \$ _____	\$ _____ \$ _____
Marine Patrol Capt. (40 Hours a Week): -If Armed	\$ _____ \$ _____	\$ _____ \$ _____
Marine Patrol Lt. (40 Hours a Week): -If Armed	\$ _____ \$ _____	\$ _____ \$ _____
Guard Patrol Capt. (40 Hours a Week): -If Armed	\$ _____ \$ _____	\$ _____ \$ _____
Shift Supervisor (168 Hours a Week):	\$ _____	\$ _____

<b>-If Armed</b>	\$ _____	\$ _____
<b>Patrol Officer 1 (168 Hours a Week):</b>	\$ _____	\$ _____
<b>-If Armed</b>	\$ _____	\$ _____
<b>Patrol Officer 2 (168 Hours a Week):</b>	\$ _____	\$ _____
<b>-If Armed</b>	\$ _____	\$ _____
<b>Marine Patrol Officer 1 (112 Hours a Week):</b>	\$ _____	\$ _____
<b>-If Armed</b>	\$ _____	\$ _____
<b>Marine Patrol Officer 2 (112 Hours a Week):</b>	\$ _____	\$ _____
<b>-If Armed</b>	\$ _____	\$ _____
<b>Main Gate Officer A (168 Hours a Week):</b>	\$ _____	\$ _____
<b>Main Gate Officer B (168 Hours a Week):</b>	\$ _____	\$ _____
<b>East Gate Officer A (168 Hours a Week):</b>	\$ _____	\$ _____
<b>East Gate Officer B (168 Hours a Week):</b>	\$ _____	\$ _____
<b>North Gate Officer (168 Hours a Week):</b>	\$ _____	\$ _____
<b>Dispatcher (168 Hours a Week):</b>	\$ _____	\$ _____
<b>Holiday Pay (indicate using %):</b>	\$ _____	\$ _____
<b>Special Event Rate:</b>	\$ _____	\$ _____

**BID FORM / SCHEDULE OF VALUES  
FOR  
CANYON LAKE PROPERTY OWNERS ASSOCIATION**

## **Gate Attendant & Community Patrol (Existing Model)**

<u>DESCRIPTION</u>	<u>MONTHLY</u>	<u>ANNUALLY</u>
<b>Estimated Annual Cost for 86,216 Annual Hours</b>	\$ _____	\$ _____
<b>Annual Cost for four Patrol Vehicles</b> (Must Include Fuel, Maintenance and Insurance)	\$ _____	\$ _____
<b>Patrol Tracking Equipment (Type: _____)</b>	\$ _____	\$ _____
<b>Vehicle Mount Radar Unit</b>	\$ _____	\$ _____
<b>Officer First Aid, CPR and AED Training</b>	\$ _____	\$ _____
<b>Radios and Cell Phone for Department</b>	<b>TO BE INCLUDED AT NO COST TO HOA</b>	
<b>Digital Cameras</b>	<b>TO BE INCLUDED AT NO COST TO HOA</b>	
<b>TOTAL COST</b>	<b>\$ _____</b>	<b>\$ _____</b>

<u>PAY RATE TO BILL RATE RATIO</u>	<u>PAY RATE PER HOUR</u>	<u>BILL RATE PER HOUR</u>
<b>Account Manager</b> (40 Hours a Week):	\$ _____	\$ _____
<b>Marine Patrol Capt.</b> (40 Hours a Week):	\$ _____	\$ _____
<b>Supervisors</b> (168 Hours a Week):	\$ _____	\$ _____
<b>Dispatcher</b> (168 Hours a Week):	\$ _____	\$ _____
<b>Access Control Officers</b> (744 Hours a Week):	\$ _____	\$ _____
<b>Patrol Officers</b> (416 Hours a Week):	\$ _____	\$ _____
<b>Marine Patrol Officers</b> (80 Hours a Week):	\$ _____	\$ _____
<b>Marine Patrol Summer</b> (104 Hours a Week): (May – September)	\$ _____	\$ _____



If Bidder is:

**An Individual**

Name (typed or printed): \_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
*(Individual's signature)*

Doing business as: \_\_\_\_\_

Business address: \_\_\_\_\_

\_\_\_\_\_

Phone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_

**A Partnership**

Partnership Name \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
*(Signature of general partner – attach evidence of authority to sign)*

Name (typed or printed): \_\_\_\_\_

Business address: \_\_\_\_\_

\_\_\_\_\_

Phone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_

**A Corporation**

Corporation Name \_\_\_\_\_ (SEAL)

State of Incorporation \_\_\_\_\_

Type (General Business, Professional, Service, Limited Liability): \_\_\_\_\_

By: \_\_\_\_\_  
*(Signature – attach evidence of authority to sign)*

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

Attest: \_\_\_\_\_ (CORPORATE SEAL)  
(Signature of Corporate Secretary)

Business address: \_\_\_\_\_  
\_\_\_\_\_

Phone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_

Date of Qualification to do business is: \_\_\_\_\_

**A Joint Venture**

Joint Venture Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of joint venture partner – attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title:

Business address: \_\_\_\_\_  
\_\_\_\_\_

Phone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_

Joint Venture Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of joint venture partner – attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title:

Business address: \_\_\_\_\_  
\_\_\_\_\_

Phone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_

Phone and FAX Number, and Address for receipt of official communications.

---

---

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

**STATEMENT OF QUALIFICATIONS**

Bidder must answer all questions. If more space is needed to complete a question, attach a separate sheet. Bidder may submit any additional information.

Name: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

\_\_\_\_\_

Number of years operating under your present name: \_\_\_\_\_

Bonding Capacity: \_\_\_\_\_

Bonding Company: \_\_\_\_\_ Phone: \_\_\_\_\_

General nature of work performed by your company: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Background and experience of the principal members of your organization including officers:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Major equipment available for this contract: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**ADDITIONAL QUESTIONS / QUALIFICATIONS**

Total number of large-scale homeowner associations currently providing services for:

---

---

---

Total number of homeowner associations currently providing services for with lakes and marine patrols:

---

---

---

Total Number of gated homeowner associations currently providing services for:

---

---

---

Procedure for covering a shift no-show:

---

---

---

---

Company Response time to onsite issues:

---

---

---

---

Company's initial training and long-term training provided to officers:

---

---

---

---

Frequency of company representatives to visit community:

---

---

---

---

Total number of HOA/POA served with Armed Guards:

---

---

---

---

Additional information that may be pertinent to demonstrate your ability to successfully service our community:

---

---

---

---

---

CURRENT COMMUNITIES / HOME OWNER ASSOCIATION

	<u>Project</u>	<u>Project</u>	<u>Project</u>
Name:	_____	_____	_____
Owner:	_____	_____	_____
Contact Person :	_____	_____	_____
Phone:	_____	_____	_____
Contract Amount:	_____	_____	_____

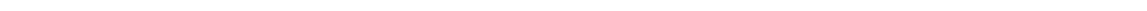
PAST COMMUNITIES / HOME OWNER ASSOCIATIONS:

	<u>Project</u>	<u>Project</u>	<u>Project</u>
Name:	_____	_____	_____
Owner:	_____	_____	_____
Contact Person:	_____	_____	_____
Phone:	_____	_____	_____
Contract Amount:	_____	_____	_____
Date Contract Ended:	_____	_____	_____



Has your company defaulted on a contract? \_\_\_\_\_

If yes, where and why: \_\_\_\_\_



I hereby certify that the above answers are correct and true.

By: \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

Number of additional sheets attached: \_\_\_\_\_

## AGREEMENT

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between CANYON LAKE PROPERTY OWNERS ASSOCIATION, a California nonprofit mutual benefit corporation ("Association"), and \_\_\_\_\_, a \_\_\_\_\_ ("Contractor").

### RECITALS

A. Association is a California nonprofit mutual benefit corporation, organized for the purpose of managing and maintaining the common interest development commonly known as Canyon Lake Property Owners Association ("the Properties") and the other purposes set forth in the Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Canyon Lake Property Owners Association, its Articles of Incorporation, By-Laws and other governing documents.

B. Contractor is a California \_\_\_\_\_ and holds the following licenses relevant to the performance of its duties under this Agreement: \_\_\_\_\_.

C. Association wishes to engage Contractor to perform the services set forth herein and Contractor wishes to accept such engagement on the terms and conditions set forth herein.

WHEREFORE, the parties agree as follows:

### PART A

#### GENERAL TERMS AND CONDITIONS

1. **SCOPE OF WORK.** Except as expressly specified herein, Contractor will provide all materials, tools, equipment and labor to perform all work necessary or incidental to the performance of the services described in this Agreement and, in particular, the work and services described in Exhibit "A" (the Scope and Specifications of Work to be Performed by Contractor) hereto. (The term "Work" as used herein shall mean and refer to the entirety of Contractor's duties under this Agreement.)
2. **CONFLICTS.** In the event of any conflict between the terms of the body of this Agreement and any Exhibit hereto, the provisions of the body of this Agreement shall control except to the extent any Exhibit sets a higher performance standard for Contractor. In the event of any conflict between the terms of the Exhibits hereto, the provisions of the Exhibit setting a higher performance standard for Contractor shall control regarding the subject of the conflict.
3. **COMPENSATION TO CONTRACTOR.** In consideration for Contractor's covenants, services and other things of value to be provided to Association hereunder, Association shall pay Contractor as provided in the Compensation Terms and Schedule attached as Exhibit "B" hereto.
4. **EFFECTIVE DATE.** The Effective Date of this Agreement is the date on which it is executed by both Parties.
5. **TERM OF CONTRACT.** Except as otherwise provided herein, Contractor's duties and responsibilities under this agreement shall begin on \_\_\_\_\_ ("Commencement Date") and shall end \_\_\_\_\_, or three years from the Commencement Date, whichever is sooner. Upon completion of the three-year term of the Agreement, the parties hereto shall continue to be bound by and operate pursuant to the Agreement and all terms and conditions therein, upon a month-to-month basis,

unless one party shall have notified the other of an intent to terminate their relationship or a new written contract is entered into and signed by both parties.

6. **SUFFICIENT PERSONNEL.** If Contractor fails to supply a satisfactory number of skilled workers and adequate equipment and materials for the efficient execution of the Work, Association may give written notice requiring Contractor to provide sufficient personnel, equipment and material for the expeditious progress of the Work within five calendar days after delivery of the notice. If Contractor fails to comply, Association shall have the right to eject Contractor from the job and employ other contractors to do the Work. If Association employs other contractors to finish the Work, Contractor shall promptly surrender possession of the job site, together with all materials on it required to perform the Work.
7. **ASSOCIATION RIGHT TO CANCEL.** Association has the right to cancel this Agreement within three days following the Effective Date.
8. **TERMINATION.** This Agreement may be terminated by Association, with or without cause, upon 14 days' written notice to Contractor. Contractor shall be entitled to collect from Association the undisputed value of any services performed or materials provided by Contractor before the date the notice was received by Contractor.

On the material breach of this Agreement by the Association, Contractor may indicate its intent to terminate by providing Association a written 30-Day Notice of Intent to Terminate which shall specify the reason for the intended termination. Association shall be allowed 30 days from the date of the receipt of any such notice to remedy the alleged breach, after which time Contractor may issue a Notice of Termination if the alleged breach has not been corrected. Upon any such termination, Contractor shall be entitled to collect from Association the undisputed value of any services performed or materials provided by Contractor before the date the Notice of Termination was sent.

9. **WARRANTIES AND GUARANTEES.** Contractor warrants and guarantees to Association that all labor shall be performed in accordance with the highest industry standards and all materials used shall be of the highest commercial grade.
10. **PROPERTY DAMAGE.** Contractor shall be responsible for the cost to repair or replace any portion of the Properties, or improvements thereon, damaged or destroyed by the intentional or unintentional act or omission of Contractor, its agents, employees or subcontractors. Contractor agrees that Association may withhold from Contractor's compensation an amount sufficient to repair or otherwise correct such damage or destruction provided, however, that Contractor has first been notified of the damage or destruction. This paragraph shall not be construed to give Contractor the right to contract directly for the required repair, replacement, or correction of damage or destruction without the prior written consent of Association.
11. **COMPLIANCE WITH APPLICABLE LAWS AND STANDARDS.** In performing the services required of it under this Agreement, Contractor agrees to observe and comply with all federal, state, county and city laws, ordinances and regulations, and all industry standards and guidelines, which in any manner govern or affect the services rendered by Contractor, and which are or may become effective during the term of this Agreement.
12. **LICENSES AND CERTIFICATIONS.** Contractor shall at all times during the effective period of this Agreement procure and maintain in good standing, at its sole cost and expense, any and all licenses and certifications needed to fulfill its obligations hereunder. Contractor shall immediately notify Association, in writing, of any failure of Contractor or Contractor's employees, agents, or subcontractors to maintain the required licenses and certifications.

13. **PERMITS.** Contractor will secure, on its own behalf and/or on behalf of the Association as necessary, any and all permits required to perform the services described in this Agreement. Contractor warrants that the compensation required under this Agreement includes sufficient compensation for all such permits.
  
14. **CHANGE ORDERS.** Association may, without affecting the validity of this Agreement, order changes, modifications, deletions and extra work by issuance of written change orders from time to time. Contractor shall make no change in the Work without the issuance of a written change order, and Contractor shall not be entitled to compensation for any extra work performed unless Association has issued a written change order designating work to be performed, with Association's signatures as provided at the paragraph labeled "ASSOCIATION REPRESENTATIVE," herein. In the event that Association orders work added or deleted, the Monthly Compensation shall be increased or reduced by a fair and reasonable valuation, as determined by the Parties. As the extra work progresses, payments for extra work will be made concurrently with Monthly Compensation payments.
  
15. **INSURANCE.** Contractor shall, at all times during the term of the Agreement or any extension thereof and at Contractor's own cost and expense, procure from insurance company(ies) acceptable to the Association, and continue in force, insurance policies of the amount and types set forth below (but, in no event, with levels below those required by any applicable law, ordinance or regulation); furnish the Association with certificates of insurance accompanied by additional insured endorsements naming the Association, its directors, officers, employees and management, as additional insured's under said policies and providing that the insurance company(ies) must give the Association at least 30 days' written notice of any cancellation and have the insurance company(ies) issue the Association the appropriate ACORD form explicitly stating that the certificate(s) of insurance convey(s) all rights and privileges afforded under the policy(ies) to the certificate holder.

<b><u>LIMITS OF LIABILITY</u></b>		
<b>Coverage</b>	<b>Each Occurrence</b>	<b>Aggregate</b>
General Liability	\$10,000,000	\$10,000,000
Workers' Compensation	\$ (as required by law)	\$ (as required by law) .
Automobile Liability - Any Auto Used	Bodily Injury/Property Damage - \$1,000,000 Combined Single Limit	

Coverages shall apply to all locations where the named insured is performing services and/or activities in connection with, or arising out of, this Agreement. The policy of insurance which affords comprehensive general liability shall contain at a minimum:

- (a) A provision or endorsement stating that such insurance, subject to all of its terms and conditions, applies to the liability assumed by Contractor under this Agreement, including, but not limited to, the liability assumed under the defense, indemnification and hold harmless provisions hereof (blanket contractual coverage);
  
- (b) Premises operations, products/completed operations hazard, contractual liability, broad- form property damage, and independent contractors' coverages;

- (c) Personal injury (false arrest, detention or imprisonment, malicious prosecution, libel, slander, defamation, or violation of right of privacy, wrongful entry or eviction, or other invasion of right of private occupancy, bodily injury and assault and battery) coverages; and
- (d) Legal liability coverage for dishonest acts of insured's employees.

The foregoing requirements as to types, limits and approval of insurance coverage to be maintained by Contractor are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement.

If Contractor, at any time during the term hereof, should fail to secure or maintain the foregoing insurance, Association shall have the power, but not the duty, to obtain such insurance in the Contractor's name or as the agent of the Contractor and shall be compensated by the Contractor for the cost of the insurance premiums with interest thereon at the legal rate.

16. **INDEMNITY.** Contractor shall DEFEND, INDEMNIFY AND HOLD HARMLESS Association (including Association's officers, directors, shareholders, partners, members, managers, principals, insurers, assigns, attorneys, representatives, parent entities, divisions, subsidiaries, predecessors, successors in interest, agents, employees, licensees, affiliates, contractors, servants, and their respective successors and assigns) FROM ANY AND ALL CLAIMS, DEMANDS, OBLIGATIONS, ACTIONS, CAUSES OF ACTION, WRONGFUL DEATH CLAIMS, DAMAGES, COSTS, LOSSES, EXPENSES AND LIABILITIES OF EVERY NATURE (including, without limitation, attorneys' fees and other costs incurred in connection with the defense of any such claims or actions or in the enforcement of this defense and indemnity obligation) whether based on tort, contract, or equitable principles, and whether based on intentional or unintentional acts or omissions, arising from or in connection with (i) the performance of Contractor's obligations arising from this Agreement and/or (ii) the Contractor's failure to observe or comply with the provisions of this Agreement. Contractor's obligation to defend and indemnify herein shall extend to, but not be limited to, any and all claims, demands, obligations, actions, causes of action, wrongful death claims, damages, costs, expenses and liabilities, (including, without limitation, attorneys' fees and other costs incurred in the defense of claims or actions or in the enforcement of this defense and indemnity obligation) whether occurring before, during or after the performance of this Agreement, which arise from the activities and/or products of Contractor and/or Contractor's employees, agents, contractors, suppliers, subcontractors, officers, directors, shareholders, partners, members, insurers, assigns, attorneys, representatives, principals, parent entities, divisions, subsidiaries, successors in interest, licensees, affiliates or servants, or their respective successors and assigns. Contractor's obligation to defend and indemnify herein shall include, without limitation, claims based on duties, obligations or liabilities imposed on Association by statute, ordinance, regulation or other law, and claims based on theories of peculiar risk or non-delegatable duty or arising from conditions of the work place, and include, without limitation, claims for or based on injury or death to persons or damage to or loss of property contributed to in part by the negligent act or omission or other misconduct of Association or other party to be indemnified herein (whether active or passive), as long as the injury, death, damage, or loss is caused or alleged to be caused in part by the negligent act or omission or other misconduct of Contractor and/or Contractor's employees, agents, contractors, suppliers, subcontractors, officers, directors, shareholders, partners, members, managers insurers, assigns, attorneys, representatives, principals, parent entities, divisions, subsidiaries, successors in interest, agents, licensees, affiliates, or servants or their respective successors and assigns. The above provisions of this paragraph do not obligate Contractor to indemnify Association against liability for damages for death or bodily injury to persons, injury to property, or other loss, damage or expense arising from the sole negligence or willful misconduct of Association. To the fullest extent allowed by applicable law, Contractor waives all claims against Association for damage to or loss of property and/or injury to or death of persons in or about the Properties from any cause arising at any time, except to the extent caused by the gross negligence or willful misconduct of Association; provided,

however, that this sentence is not intended as a waiver of mechanic's liens, stop notices or bond rights as contemplated in California Civil Code Section 3262. All indemnifications by Contractor in this Agreement in favor of Association shall continue in full force and effect until all statutes of limitation pertaining to any relevant claim or cause of action have expired. Nothing in this paragraph shall reduce or limit the Association's rights as an insured pursuant to the coverages which must be provided under this Agreement.

17. **SAFETY**. The safety of children, members of Association's association, of residents, guests, invitees and all others on or about the Properties is of utmost importance. For this reason, Contractor agrees to take such safety measures as are reasonably necessary to assure such safety, including but not limited to, obeying all laws, regulations, rules and guidelines adopted by any federal, state or municipal agency, and applicable safety organization, or by Association. Contractor further agrees to take such steps as will reasonably assure that Contractor's agents and employees will perform all work in a safe and lawful manner while on or about the Properties.
18. **SUPERVISION OF LABOR**. Contractor shall, at all times, maintain good discipline and order among its employees and any subcontractors. Contractor shall provide competent, suitably qualified personnel to perform the work assigned to them. Contractor shall designate a superintendent or foreman to represent Contractor in receiving communications from the Association. Any time Work is being performed at or materials delivered to the job site, a designated superintendent or foreman must be present on-site.
19. **HOURS OF WORK**. Given the nature of the business, the work will be performed 24 hours a day, 7 days a week, 365 days a year.
20. **STORAGE/CLEANUP**. Contractor may only store equipment and materials on the Properties with the written approval of Association, and then only in locations and for durations as allowed by Association. Contractor shall clean up all job sites and locations at the end of each working day. Contractor shall dispose of all trash and waste materials offsite in compliance with all laws and regulations. Contractor may not use any of Association's garbage receptacles.
21. **WORK STOPPAGE**. In the event of any stoppage in the Work for whatever reason, Contractor shall leave the Work site in a secure and safe condition and shall take all necessary steps to protect the Work site and any portions of the Properties made vulnerable by the Work from damage due to any cause, including, but not limited to, weather, theft and vandalism.
22. **NO RIGHT TO STOP WORK**. If any dispute should arise between the parties as to Work to be performed under this Agreement, payments to be made, or the manner of accomplishment of the Work, Contractor shall nevertheless proceed with all portions of the Work which are not the subject of the dispute pending settlement of the dispute, and Contractor shall be entitled to payment as provided in this Agreement for completion of all such work not encompassed within the subject matter of the dispute.
23. **NOTICES**. All notices, demands, lists, schedules, consents, and reports provided for in this Agreement shall be in writing and shall be given to Association or Contractor at the address set forth in Part B below or at such other address as they individually may specify thereafter in writing.
24. **DELEGATION/ASSIGNMENT**. Contractor may not delegate or assign any of its duties herein without the prior written permission from Association.
25. **ASSOCIATION REPRESENTATIVE**. The Association's representative shall be the General Manager, acting in conjunction with any two members of Association's Board of Directors. Association's representative is the only person authorized to order work or services under this Agreement on behalf of the Association. Any

such authorization shall be in writing, signed by Association's representative and by two members of Association's Board of Directors. The Parties expressly acknowledge that no other agent, employee, subordinate or member/homeowner of Association may order work or services. If Contractor performs work or services at the request of any such agent, employee, subordinate or member/homeowner, Contractor shall not be entitled to any compensation from Association for such work. Association's representative may be changed at Association's sole discretion by notifying Contractor of the same in writing.

26. **DELAY**. Notwithstanding any provision contained herein to the contrary, Contractor shall be excused for any delay in execution of any portion of the Work caused by acts of God, acts of public utilities, public bodies, or inspectors (but not related to possible defects in Contractor's performance), extra work, or other contingencies beyond Contractor's reasonable control, but only to the extent such contingencies or circumstances directly cause delay or prevent timely execution of the Work. Contractor shall not be excused, under any circumstances, for delays resulting from its financial inability to complete the Project. Under no circumstance shall Contractor be entitled to any damages, including, but not limited to, damages for acceleration, disruption or delay.
27. **DEFECTIVE CONDITIONS**. Contractor shall notify Association in writing of, and provide Association time to rectify or mitigate, any condition Contractor encounters during the Work that could negatively impact the performance of the materials used by Contractor or the quality or durability of Contractor's Work.
28. **IDENTITY OF SUBCONTRACTORS**. Upon written request from Association, Contractor shall provide to Association the name and address of all subcontractors hired to perform Work related to this Agreement.
29. **MECHANIC'S LIENS**. Contractor shall pay when due all valid charges for labor and material incurred by Contractor and shall also be responsible for keeping the Properties free of mechanics' liens recorded under Contractor or by or under its subcontractors or suppliers of any tier. If Contractor fails to make any payments required under this paragraph or if Contractor fails to keep Association's Properties free of mechanics' liens incurred under Contractor or by or under its subcontractors or suppliers of any tier, Association may settle such claims or procure statutory lien release bonds and Contractor shall, on demand, reimburse Association for amounts for such claims and such bonds so paid, plus reasonable attorneys' fees. Under no circumstances shall Association be responsible for making the payments specified in this Agreement unless and until Contractor has provided Association with fully executed unconditional lien releases, as applicable, from Contractor and any and all subcontractors and material suppliers who provided services or materials in connection with the Work done under this Agreement.
30. **INDEPENDENT CONTRACTOR STATUS**. It is expressly understood and agreed by both Parties that Contractor, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and not an employee of Association. Contractor expressly warrants not to represent, at any time or in any manner, that Contractor is an employee of Association.

The Association shall have no responsibility for worker's compensation and other insurance for the benefit or protection of Contractor's employees or any sub-contractors. The Association shall not be responsible for the wages and expenses of Contractor's employees or any other aspect of the employment relationship between Contractor and Contractor's employees or any sub-contractors. Contractor agrees to assume full responsibility for the payment and deduction of all state and federal taxes, unemployment insurance and social security benefits for all persons employed by Contractor in the performance of this Agreement. Further, Contractor shall indemnify, save and hold harmless, Association from any and all liability it may incur by Contractor's failure to comply with any portion of this paragraph.

31. **GOVERNING LAW/VENUE**. It is the intention of the Parties that the internal laws of the State of California (irrespective of its choice of law principles) shall govern the validity of this Agreement, the construction of its terms and the interpretation and enforcement of the rights and duties of the parties under this Agreement. Venue for any action arising out of this Agreement shall only be proper in the Riverside County Superior Court, Riverside, California.
32. **ATTORNEYS' FEES AND COSTS**. The Parties agree that should any dispute arise between them or should any legal action be brought to enforce or interpret the Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs incurred in resolving any such dispute or enforcing or interpreting the Agreement. Costs shall include necessary disbursements and expert witness fees.
33. **WAIVER**. No waiver of any other provisions or breach of this Agreement shall be deemed a waiver of any other provisions hereof or any subsequent breach by the other party of the same or any other position. Any provision of this Agreement determined to be invalid by a court of competent jurisdiction in no way effect any other provision hereof.
34. **JOINT DRAFTING**. This Agreement has been jointly drafted by the Parties and shall not be construed in favor of either party by virtue of the other party's counsel having been the drafter.
35. **BINDING ON SUCCESSORS AND ASSIGNS**. Each and all of the covenants, terms, provisions and agreements contained herein shall be binding upon and shall inure to the benefit of the permitted successors, executors, heirs, representatives, administrators and assigns of the Parties to this Agreement.
36. **SEVERABILITY**. If any provision of this Agreement or the application thereof shall for any reason and to any extent be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall be interpreted so as best to reasonably effect the intent of the Parties to this Agreement. The Parties further agree to replace any such void or unenforceable provision of this Agreement with a valid and enforceable provision which will achieve, to the fullest extent possible, the economic, business and other purposes of the void or unenforceable provision.
37. **AMENDMENTS**. No amendment to this Agreement shall be valid unless it is in writing and executed by both Parties.
38. **ENTIRE AGREEMENT**. This Agreement, together with any Exhibits attached hereto and amendments, constitutes the entire understanding and agreement of the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between the Parties with respect to this Agreement. The express terms hereof control and supersede any course of performance or usage of the trade inconsistent with any of the terms hereof.
39. **TITLES**. The titles to the paragraphs of this Agreement are solely for the convenience of the parties and are not intended as an aid in the interpretation of the Agreement.

## **PART B**

### **COMPLIANCE WITH LABOR CODE SECTION 2810**

40. **CONTROLLING ARTICLE**. In the event of any inconsistency between the terms of Part B of this Agreement and any other part of this Agreement, the terms of this Part B shall control.

41. **CONTRACTOR REPRESENTATION AND WARRANTY.** Contractor has warranted and represented to Association, and Association has relied thereon, that the consideration contemplated in this Agreement includes funds sufficient to allow the Contractor to comply with all applicable local, state and federal laws or regulations governing the labor or services to be provided.

42. **CONTACT INFORMATION.** The name, address and telephone number of the Association, to whom the services described in the Agreement shall be provided, and of the Contractor, through whom the services are to be provided, are as follows:

Contractor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Association: Canon Lake Property Owners Association  
31512 Railroad Canyon Rd  
Canyon Lake, CA 92587  
Telephone: 951/244-6841  
Fax: 951/244-6845

43. **LABOR AND SERVICES.** A description of the labor or services to be provided under this Agreement is set forth in Part A hereof and Exhibit "A" hereto.

44. **COMMENCEMENT AND COMPLETION.** A statement of when the labor or services are to be commenced and completed under this Agreement is set forth in Part A hereof.

45. **EMPLOYER IDENTIFICATION NUMBER.** Contractor's employer identification number for state tax purposes is \_\_\_\_\_.

46. **WORKER'S COMPENSATION.** Contractor's worker's compensation insurance policy number and the name, address, and telephone number of the Contractor's insurance carrier are as follows:

Policy No.: \_\_\_\_\_  
Name of Carrier: \_\_\_\_\_  
Address of Carrier: \_\_\_\_\_  
\_\_\_\_\_  
Carrier Telephone: \_\_\_\_\_

47. **VEHICLE IDENTIFICATION NUMBERS.** The vehicle identification number(s) of all vehicle(s) owned by the Contractor that will be used for transportation in connection with any service provided pursuant to the Agreement are as follows (indicate if none):

Vehicle 1: \_\_\_\_\_  
Vehicle 2: \_\_\_\_\_  
Vehicle 3: \_\_\_\_\_  
Vehicle 4: \_\_\_\_\_

48. **VEHICLE INSURANCE**. The number of the vehicle liability insurance policy that covers the above vehicle(s) and the name, address and telephone number of the insurance carrier are as follows:

Policy No.: \_\_\_\_\_  
Name of Carrier: \_\_\_\_\_  
Address of Carrier: \_\_\_\_\_  
Carrier Telephone: \_\_\_\_\_

49. **WORKER HOUSING**. No real property will be used to house workers in connection with the Agreement.

50. **NUMBER OF WORKERS**. The total number of workers to be employed under this Agreement is \_\_\_\_\_.

51. **TOTAL WAGES**. The total amount of all wages to be paid under this Agreement is \_\_\_\_\_.

52. **DATES OF PAYMENT OF WAGES**. The date or dates when the wages are to be paid under this Agreement is/are as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

53. **COMMISSION**. The amount of the commission or other payment made to the Contractor for services under this Agreement is as provided in Exhibit "A" to this Agreement.

54. **INDEPENDENT CONTRACTORS**. The total number of persons who will be utilized under the Agreement as independent contractors, along with a list of the current local, state and federal contractor license identification numbers that the independent contractors are required to have under local, state or federal laws or regulations, are as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

55. **SIGNATURES**. The signatures of all Parties to this Agreement and the date this Agreement is entered are as set forth in the signature block at the end of this Agreement.

56. **CHANGES**. Any material change to the terms and conditions of the Agreement must be in writing, in a single document, and contain all of the provisions listed in subdivision (d) of Labor Code Section 2810 that are affected by the change.

57. **ESTIMATED INFORMATION**. If information required pursuant to paragraphs entitled "Number of Workers," "Total Wages," "Dates of Payment of Wages," or "Independent Contractors" is unknown at the time the Agreement is executed, the best estimate available at that time is sufficient. If an estimate is used in place of actual figures, Contractor (and, to the extent applicable, Association) shall have a continuing duty to ascertain the information and to reduce that information to writing once that information becomes known.

58. **RETENTION OF AGREEMENT**. Association and Contractor agree to keep a copy of this Agreement for a period of not less than four years following the termination of the Agreement.

IT IS SO AGREED.

“ASSOCIATION”

CANYON LAKE PROPERTY OWNERS ASSOCIATION

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

By: \_\_\_\_\_

Its: \_\_\_\_\_

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

By: \_\_\_\_\_

Its: \_\_\_\_\_

“CONTRACTOR”

\_\_\_\_\_

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

By: \_\_\_\_\_

Its: \_\_\_\_\_

Exhibits to this Agreement:

- Exhibit “A”: STAFFING LEVELS TO BE PERFORMED BY CONTRACTOR
  - New Model
  - Existing Model
- Exhibit “B”: COMPENSATION TERMS AND SCHEDULE
- Exhibit “C”: COMMUNITY MAP (PROJECT DESCRIPTION)
- Exhibit “D” SCOPE AND OVERVIEW OF SERVICES
  - New Model
  - Existing Model

**EXHIBIT "A"**

**STAFFING LEVELS TO BE PERFORMED BY CONTRACTOR**

# Public Safety Department (New Model)

## Shift Coverage

### Management:

Management (1):	52 Weeks
Marine Patrol Capt. (1):	52 Weeks
Marine Patrol Lt. (1)	52 Weeks
Guard Patrol Capt. (1):	52 Weeks

### Staff:

	M	T	W	T	F	S	S
<b>Shift-1</b>	<b>0600-1400 (8hrs)</b>						
Shift Supervisor:	S	S	S	S	S	S	S
Patrol Beat 1:	P1	P1	P1	P1	P1	P1	P1
Patrol Beat 2:	P1	P1	P1	P1	P1	P1	P1
Marine Patrol 1	P1	P1	P1	P1	P1	P1	P1
Marine Patrol 2	P1	P1	P1	P1	P1	P1	P1
Main Gate-A:	P2	P2	P2	P2	P2	P2	P2
Main Gate-B:	P2	P2	P2	P2	P2	P2	P2
East Gate-A:	P2	P2	P2	P2	P2	P2	P2
East Gate-B:	P2	P2	P2	P2	P2	P2	P2
North Gate:	P2	P2	P2	P2	P2	P2	P2
Dispatcher:	D	D	D	D	D	D	D

<b>Shift-2</b>	<b>1400-2200 (8hrs)</b>						
Shift Supervisor:	S	S	S	S	S	S	S
Patrol Beat 1:	P1	P1	P1	P1	P1	P1	P1
Patrol Beat 2:	P1	P1	P1	P1	P1	P1	P1
Marine Patrol 1	P1	P1	P1	P1	P1	P1	P1
Marine Patrol 2	P1	P1	P1	P1	P1	P1	P1
Main Gate-A:	P2	P2	P2	P2	P2	P2	P2
Main Gate-B:	P2	P2	P2	P2	P2	P2	P2

East Gate-A:	P2	P2	P2	P2	P2	P2	P2
East Gate-B:	P2	P2	P2	P2	P2	P2	P2
North Gate:	P2	P2	P2	P2	P2	P2	P2
Dispatcher:	D	D	D	D	D	D	D

**Shift-3                      2200-0600 (8hrs)**

Shift Supervisor:	S	S	S	S	S	S	S
Patrol Beat 1:	P1	P1	P1	P1	P1	P1	P1
Patrol Beat 2:	P1	P1	P1	P1	P1	P1	P1
Main Gate-A:	P2	P2	P2	P2	P2	P2	P2
Main Gate-B:	P2	P2	P2	P2	P2	P2	P2
East Gate-A:	P2	P2	P2	P2	P2	P2	P2
East Gate-B:	P2	P2	P2	P2	P2	P2	P2
North Gate:	P2	P2	P2	P2	P2	P2	P2
Dispatcher:	D	D	D	D	D	D	D
Daily Personnel Totals:	31	31	31	31	31	31	31

- Key:
- Director: (Mgr.)
  - Marine Patrol (Capt.)
  - Marine Patrol (Lt)
  - Guard Patrol (Capt.)
  - Supervisor (Sgt.)
  - Patrol Officer (P-1)
  - Gate Officer (P-2)
  - Dispatcher (D)

Note: One on-site Security Director/Account Manager will be selected by the Contractor and will be approved by the Canyon Lake Property Owners Association, with salary and benefits to be paid by the Contractor.



**Shift-3                    2200-0600 (8hrs)**

Watch Commander:	S	S	S	S	S	S	S
Patrol 1:	P1	P1	P1	P1	P1	P1	P1
Patrol 2:	P1	P1	P1	P1	P1	P1	P1
Main Gate-A:	P2	P2	P2	P2	P2	P2	P2
East Gate-A:	P2	P2	P2	P2	P2	P2	P2
North Gate:	P2	P2	P2	P2	P2	P2	P2
Dispatcher:	D	D	D	D	D	D	D

Marine Patrol – Winter Months (November – April)  
4 Full Time Officers, covering day light hours for 7 days a week

Marine Patrol – Summer Months (May – October)  
8 Full Time Officers, covering day light hours for 7 days a week.

Daily Personnel  
Totals:                    31-35 daily personnel needed, excluding management

- Key:  
Director:        (Mgr.)  
Marine Patrol (Capt.)  
Supervisor     (S)  
Patrol Officer (P-1)  
Gate Officer    (P-2)  
Dispatcher     (D)

**GENERAL QUALIFICATIONS**

1. All Community Patrol drivers must possess a valid California driver's license and provide current driving history (use DMV Form INF 1125).
2. Security Director must have strong management background, supervisor skills, excellent communicator and capable of interfacing with various community committees and on-site management.

3. Gate staff must be computer literate and be able to communicate clearly both verbally and in writing. Must be capable of handling high volume of vehicular traffic in a calm, controlled, courteous and professional manner.

## **GENERAL**

1. Contractor must provide a pay-scale and benefits package designed to encourage staff to stay at Canyon Lake Property Owners Association in order to minimize employee turnover.
2. Contractor will be responsible for submitting monthly reports, compiling and disseminating statistical data for such items as number of citations issued, incident reports and other statistical information as requested by the Canyon Lake Property Owners Association.
3. Daily Incident Logs will be completed for any and all occurrences.
4. Computer hardware and software for resident and guest access system will be provided by Canyon Lake Property Owners Association; all other equipment and supplies will be provided by Contractor.
5. Four (4) marked patrol vehicles (preferably eco-friendly) will be provided by Contractor, including fuel, maintenance and insurance.
6. Four (4) boats and two (2) trailers will be provided by the Association. (Two (2) Mako Patrol Boats, One (1) Pontoon Boat, One (1) Trophy Center Boat and two (2) trailers)
7. Only State of California Bureau of Security and Investigation Services licensed officers are to be employed at Canyon Lake Property Owners Association for said services. All vehicle drivers shall provide evidence of a valid California Driver's License and driving history (DMV FORM INF 1125).
8. Contractor will provide, at no additional cost to Canyon Lake Property Owners Association, all State of California mandated training for all staff. Contractor to submit for approval an outline of types of training and a sample of Contractors Post Instructions.
9. The Department of Public Safety will be responsible for issuing parking citations, coordinate towing of violating vehicles (when approved) and CC&R enforcement.
10. Contractor must Provide Canyon Lake Property Owners Association with Contractor's list of recognized holidays. Canyon Lake POA is open 365 and must be staffed accordingly.
11. Contractor to provide any and all extra charges (holiday pay, special event hourly rates, and/or minimums).



## EXHIBIT "B"

### COMPENSATION TERMS AND SCHEDULE

1. COMPENSATION. Subject to additions and deductions as provided in this Agreement, the monthly compensation for the Work to be performed by Contractor described in this Agreement is \$ \_\_\_\_\_ ("Monthly Compensation").
2. INVOICES. Contractor shall submit monthly invoices to Association for the amount of the Monthly Compensation. Association shall pay all undisputed amounts of the within 30-60 days of receipt of each invoice.
3. LABOR AND MATERIAL INCLUSIONS. The cost of all labor and materials required to perform the Work are included in the Monthly Compensation unless otherwise provided in a written amendment to this Agreement.
4. WITHHOLDING OF PAYMENTS. Association may withhold payment of the Monthly Compensation for: defective work not remedied; claims or liens filed or reasonable evidence indicating probable filing of claims or liens; failure of the Contractor to make payments properly to subcontractors or material suppliers; Association dissatisfaction with the Work; repair/replacement costs, as provided in the paragraph entitled "PROPERTY DAMAGE"; or failure of Contractor to comply with the terms of this Agreement.

Under no circumstances shall Association be responsible for making the payments of the Monthly Compensation unless and until Contractor has provided Association with fully executed unconditional lien releases from Contractor and any and all subcontractors and material suppliers who provided services or materials in connection with the Work done under this Agreement. Acceptance of payment by Contractor shall constitute Contractor's acknowledgment of receipt of payment in full for the portion of the Work performed and Contractor's waiver and release of all claims Contractor may have against Association relating in any way to the portion of the Work for which the payment was made.



## EXHIBIT “D”

# Summary of Public Safety Department (New Model):

1. Gate Guard: Gate access screening
  - a. Security guards who physically screen entrants and accept call-ins by members.
  - b. Issuing vehicle entry permits
2. Parking or traffic control on common areas
3. Patrol Division Services
4. Patrolling common areas
5. Public Safety guards who patrol the community and observe violations of the Rules and Regulations of the association and issue citations.
6. Investigating suspicious activities and persons
7. Responding to calls for service by members in need on security issues
8. First aid responses pending medical aid responders
9. Liaison with law enforcement when law violations occur
10. Stop and detain suspects of crime while law enforcement responds
11. Safety inspections of golf or street carts
12. Disabled vehicle responses
13. Towing vehicles
14. Injured or dead animal responses
15. Opening and closing parks
16. Patrolling parks after curfew to prevent graffiti and other vandalism
17. Curfew enforcement of juveniles
18. Collecting daily receipts from the restaurants
19. Vacation security checks for homeowners
20. Coordination during natural disasters or emergencies
21. Vehicle abatement
  - a. Vehicle safety Inspections
    - i. Golf Carts, street carts
  - b. Towing illegally parked vehicles
22. Homeowner property protection
  - a. Vacation checks
  - b. Vandalism inspections
  - c. Crime Prevention Inspections & taking action on observed violations of rules of conduct and laws
  - d. Protecting private property

- e. Citizen arrest for trespass, prowling, vandalism, etc. when necessary
- f. Keeping the public peace
- g. Restraining orders
- 23. Calls for service by homeowners
  - a. Rules violation issues
  - b. Law enforcement referrals
  - c. Medical aid referrals
- 24. Neighborhood issues
  - a. Dispute resolution
  - b. Neighborhood watch
- 25. Roadside assistance
  - a. Motorist assistance when needed
  - b. Minor accident reports (internal use)
- 26. Curfew enforcement
  - a. Detention of juveniles
  - b. Notification of parents
  - c. Tracking contacts
- 27. Park Patrol
  - a. Officers
  - b. Citizens
- 28. Special duty assignments
  - a. Fiesta Days
  - b. Taco Tuesday
  - c. Community Special events
  - d. Private party - restaurant events
- 29. Investigations
  - a. Member / employee / visitor injury reports
  - b. Traffic accident reports (private property)
  - c. Workplace or building safety inspections
  - d. Internal investigations (theft / incidents)
- 30. Marine Division Services
  - Marine Patrol - Enforcement
    - a. Lake patrolling
    - b. Inspection for current boat permits
    - c. Observing violations of the Rules and Regulations of the association and issuing citations
    - d. Boat assistance and inspections
    - e. Boating safety training classes
    - f. Water Safety Instruction (personal)
    - g. Emergency Medical responses
    - h. In-Water Rescue response
    - i. Disabled boat responses at docks

- j. Dock Inspection – safety and identification compliance
  - k. Quagga muscle inspections
  - l. Junior Lifeguard Program
31. Dispatchers:
- a. Receiving / dispatching calls for service
  - b. Keeping accurate logs
  - c. Record keeping – warnings & citations
  - d. Contact record keeping – Field Interview Cards (FI Cards)
32. Volunteers:
- a. Reserve Officers
  - b. Citizen Patrol
  - c. Youth Corp ( Explorers)
  - d. Disaster Preparedness
  - e. Emergencies
  - f. Special Events
  - g. Child Safety Programs
    - 1. Elementary Schools
    - 2. Preschool

Description of Staff Requirements: (Patrol and Marine Divisions)

Patrol Division:

Director of Public Safety

The Director of Public Safety reports to the General Manager. The responsibility of the Director of Public Safety is to plan, direct and supervise the implementation of the department programs and its security systems, and he/she must ensure the protection of the individual members, common areas, homes and corporate property. He must analyze data of internal operations and plans. He must direct the installation of internal electronic security systems like entry controls, burglar alarms, circuit surveillance, ultrasonic motion detectors, outdoor perimeter, electronic eyes and microwave alarms.

The personal security and safety of employees, corporate buildings and assets should be directed and planned by the director. It is the responsibility of the director to report information to authorities and assist in the prevention and detection of crime within the common interest development. Security weakness must be identified by the director and he/she should implement procedures for handling, storing, destroying and safekeeping classified or confidential materials. He /she is responsible for reporting all crimes to the local law enforcement agency when it is discovered.

He/she should have good knowledge of security hazards and security environment. It is the responsibility of the Security Administrator to deal with the security of the establishment by organizing periodic training cadres to all the administrative and security personnel. He/she should

arrange security indoctrination and the security investigation of newly hired personnel. He/she should investigate crimes committed against any members of the association and report findings to the Board of Directors. To be an effective director, he/she should have excellent leadership, managerial, and communication skills.

It is the responsibility of the director is to secure the personnel, information and material or equipment of the corporation from fraud, assault, internet hacking, theft and arson. The role of the director is the combination of the role of security manager, security consultant and security advisor. The director should have work experience in security and should be a graduate of national training academy, a former law enforcement officer with a background in management. He must be able to work independently and should have leadership qualities. He must have undergone appropriate training in law enforcement or security and be able to qualify as a "qualified manager" by the California Department of Consumer Affairs, Bureau of Security and Investigative Services.

#### Duties of the Director

- Devising security arrangements for the company.
- Ensuring the confidentiality of the sensitive information.
- Ensuring the integrity of the company.
- Monitoring security issues.
- Planning and developing of the company's security information.
- Devising the strategic direction of the security department.
- Maintaining and developing competent, productive and quality work force.
- Developing and implementing processes through orientation, training and education.
- Designing and implementing effective security solutions.
- Risk Analysis.

#### Responsibilities of the Director

- Assuring the physical safety of employees and visitors.
- Managing overall control on site security personnel.
- Implementation of modern electronic devices such as surveillance, system.
- Liaison with legal bodies and control on movable assets.
- Streamlining of security system etc.
- Responsible for ensuring security of personnel and material.
- Monitoring the movement of employees, visitors, materials and guests.
- Investigating any losses to the corporation due to reasons of criminal activity or unauthorized activities.
- Recruiting, training and upgrading the department personnel.
- Implementing high level security systems.
- Investigating thefts of corporate assets and assisting law enforcement in the detection of the responsible persons.

### Safety Patrol (Security) Supervisor

The Security Supervisor of the corporation is a working security officer of a security department and has similar responsibilities for the safety and protection of the members of the corporation and corporate assets. He works under the guidance and direction of the Director of Public Safety and oversees the effective management of the daily operations of his/her shift. He/she ensure that the security guards and other employees comply with the security standing orders and standard operating procedures of the department which pertain to the total operations during the duty shift. There should be a security supervisor on the duty shift of a security department round the clock.

The roles and responsibilities Roles and Responsibilities of the Security Supervisor is to assist the director in carrying out the responsibilities of the department and supervising the daily activities and performance of each security officer and must ensure the safety and security of the whole membership and the association property and assets. He/ she is responsible for checking the alertness of officers assigned to the shift and compliance of standing orders by making periodic tours of the guard stations and patrol areas assigned. He/she should supervise the security personnel during his/her tenure. It is the responsibility of the Security Supervisor to deploy the security guards during the shift. He/she will train the security personnel with all the security procedures and security drills that are covered in the standing orders. He/she must be able to maintain liaison with the local law enforcement and fire station. The Security Supervisor must be able to act as liaison between the general manager and security department in the absence of the director. He/she should inspect serviceability of all equipment on a periodic basis and report deficiencies to the director. He/she should take the responsibility for all eventualities during the assigned shift. It is the role of the Security Supervisor to inspect the logs at the commencement and prior to the end of the shift and to monitor radio communications for proper communication etiquette by all personnel.

The Security Supervisor must be able to look after the welfare, administration and management of his security department. He must be able to run the security unit independently and with minimal direction.

Each shift supervisor will be working their shift from a patrol vehicle except as needed at the gate stations as the supervisor moves about supervising the shift from the field and station checks throughout the shifts.

### Safety Patrol Officer

The responsibility of the safety officer or golf course marshal is to provide an atmosphere of courtesy and safety so that the membership will feel a sense of security within the gated community. He/she must possess instinctive reactions to deal with emergencies and he must always be alert to activity that may lead to a breach of peace and safety. He/she must receive and be open to training that will enhance his ability to perform his duties and to insure a safe work environment. He/she must have a nose for suspicious movements, characters and dangerous situations. As a trained observer, he/she will be able to enforce the rules and regulations in a fair, objective and impartial manner with a courteous attitude toward the offender at all times.

The safety patrol officer shall have the highest degree of integrity and must at all times conduct himself in a manner that brings honor and respect to the department and the association. A professional demeanor shall be present at all times while on duty and in uniform. His/her duties include service to all persons in need of help or assistance. The safety officer will remain vigilant towards his/her duties to prevent crimes or assaults on members, their guests or their property.

P-1 officers are assigned to the field patrol duties and perform duties as needed to insure the safety and security of the community. The officers patrol for violations of rules and regulations and take necessary enforcement action and insure the common areas are free from vandalism, loitering or other improper uses. They respond to calls and requests by the community members on an as-needed basis. They perform proactive patrols to insure safety and security of property and persons.

P-2 officers are primarily assigned to the gate access duties and perform duties including screening visitors and insuring that proper credentials are displayed on vehicles and by persons entering the closed community. They will assist the visitors with directions and courtesy information as needed.

### Dispatcher

The responsibility of the Safety Dispatcher is to receive calls for service by telephone, any telecommunications devices or in person. They are to display an attitude of caring and concern for each person making an inquiry. They shall display courtesy in their appearance, demeanor, voice inflection and eagerness to serve the community. They will dispatch requests made by the public, the membership or corporate employees relative to security and safety matters.

The roles and responsibilities of the Safety Dispatcher include dispatching information by radio communications to employees of the department or other employees depending on the needs of the corporation or on the requests of the members of the association. All the communications which take place within the purview of official work assignments is under the responsibility of the Safety Dispatcher. He/she must be able to maintain logs and record files and other dispatch information. They must be able to multi-task and be accurate in transferring information received during a stressful incident. It is the responsibility of the Safety Dispatcher to prepare work schedules and other clerical assignments made by the supervisor. He/she must advise the personnel who are working during the assigned shift of warnings regarding traffic problems like construction issues, weather conditions, accidents and other hazards. He/she must be able to monitor all radio traffic of the personnel working during the shift as well as tracking officer / personnel locations at all times.

The skills and knowledge specifications of the Safety Dispatcher must be able to communicate in professional manner effectively. He/she must be able to manage their time effectively. A Safety Dispatcher should be an active listener of transmissions of various types of communication messages. He/she must have judgment making and decision-making skills and it is a necessary skill to guide the personnel under his/her guidance and shift assignment. To be successful in these professions he/she must have speech clarity, reading comprehension, problem sensitivity skills and

information and ordering skills. He/she must be able to work for long hours. He/she must be able to spend time watching the security cameras. He/she must have some knowledge to enter, access and retrieve data and he should be conversant with the computer software. He/she should be able to make customer satisfaction a priority. It is an added advantage if he/she has prior experience in security or law enforcement and radio dispatching.

Reserve Patrol Officers:

The reserve patrol officers serve as a back-up force of personnel retained to fill in as openings or emergency staffing becomes necessary. They will meet the same qualifications and standards as regularly scheduled officers. They also will agree to work on a voluntary basis for special assignments and special events.

Reserve officers will have authority only when on duty and in a uniform approved by the department.

Citizen Patrol Volunteers: (Oversee only, do not staff)

The citizen patrol volunteers are residents who make up a force of non-specialized workers who volunteer their time to work special assignments or details to assist the department in performing its duties. They also volunteer to patrol the community for the purpose of observing and reporting activities that the department may respond to in order to further the objectives of safety and security of the common areas. They also will respond to emergencies that require visible presence of the department for traffic control, crowd monitoring or assistance during emergencies where assistance is needed.

The citizen patrol members will not be engaged in enforcement duties and will not be making contact with violators of rules or the law. Their primary purpose is to assist the department with a visual presence, effective communications, necessary observations and community good-will and public relations activities.

Marine Division:

Marine Patrol Captain

The Captain manages and supervises the work performed by the Marine Safety Division; plans, organizes, implements, directives and policies; conducts training; functions as an incident Commander for certain types of lake emergencies. Reviews lake citations and marine safety staff reports; provides staff evaluations and recommendations for promotions; disciplinary actions; detailed weekly activity reports for the Director of Public Safety; participates in meetings, reviews Lake special permits regarding overall lake safety; prepares budget recommendations; selects and trains staff; conducts boating safety public education; conducts patrol and rescue boat operations; issues warnings and citations; functions as a Level1 Officer/Supervisor for the Public Safety Department. Conducts boat, shore, beach and park patrols by vehicle, bicycle and foot patrol; conducts public safety patrol and standby for special events, parades and holidays.

Ability to plan, develop and direct programs, conduct water rescues, render emergency first aid, lead and command subordinates; directs maintenance of facilities, equipment, vehicles and boats; conducts boat inspections and public calls for assistance.

### Marine Patrol Lieutenant

The Marine Safety Lieutenant/Lifeguard is a Supervisor in the Marine Safety Division of the Public Safety Department and reports to the Marine Safety Captain. The Lieutenant may act as the Marine Safety Captain in absence of the Captain. The Lieutenant is responsible for daily supervision, training, scheduling, report writing and other assignments such as vehicle, boat and facilities maintenance as required.

Provides daily supervision of Marine Safety staff; completes detailed reports. Conducts boat, shore, beach and bicycle patrol of Canyon Lake. Renders first-aid and CPR in water rescue; responds to public assists, boat tows, boat inspections and environmental spills at the (FRO) First Responder Operational level or Technician level.

### Special Requirement Status

The Marine Safety Lieutenant will be required, as requested, to provide patrol and or Patrol Supervisor and standbys for special events, as needed, in the community as a Level 1 Supervisor or on Canyon Lake POA boats during holidays or weekends.

### Marine Patrol Officer 1 Lifeguard

Under the direction of the Marine Safety Captain or Lieutenant conducts daily boat patrol activities and may act as a Supervisor for Marine Safety officers and Marine Safety trainee.

Directs and or conducts daily maintenance and cleaning of facilities, equipment, vehicles and boats. Assists in the training of staff, prepares reports, issues warnings and citations. Conducts boat inspections and public assists. Assists and may provide direct supervision of the Junior Lifeguard Program. Provides public education, functions as a Level 1 Officer for the Public Safety Department; conducts vehicle, bicycle, foot patrol and Lake patrol of parks, facilities and shoreline; provides Public Safety Standby for special events, parades and holidays.

Ability to : supervise and direct staff and multi-task.

### Marine Patrol/Lifeguard Trainee (Lifeguard after training)

Under the direction of a Marine Safety Officer 1/Lifeguard conducts and assists in Marine Safety patrol, rescue, first aid, CPR and public education.

Under supervision conducts or assist in the daily maintenance of facilities, equipment, vehicles and boats. Under direction assists with the Junior Lifeguard Program, provides first aid, CPR, in-water

rescue, patrol boat operations, boat inspections, public assists, conducts public education under the direct supervision of a Marine Safety Officer/Lifeguard; may assist with special events and standby activity; may provide information for residents and guests. This position is an entry level training position that will require an above-average swimming ability and ability to follow direction under routine and emergency conditions.

The lifeguard trainee will be promoted to the position of Lifeguard after successful completion of training class.

### Marine Service Officer

Under the direction of the Marine Safety Captain, Lieutenant or Marine Safety Officer 1/Lifeguard conducts boat patrols and public service on the Lake.

May provide a variety of volunteer support functions to include, however, not limited to conduct or assist in the daily maintenance of facilities, equipment, vehicles and boats. Conduct routine patrols of the Lake under non-emergency conditions. Provide information for residents and guests. Assists with boat inspections, provides public assists such as boat tows, jump starts, removes navigation hazards and debris when applicable. Under direction conducts escorts for visitors and staff. The position requires the ability to safely drive and operate a pontoon type work boat. Observes and reports activity by written report or radio. May issue warnings. Under direction may assist Marine Safety/Lifeguard staff on emergency incidents conducting non-hazardous tasks.

Ability to: multi-task and work well with the public.

# Summary of Gate Attendant & Community Patrol Services (Existing Model)

## DAY SHIFT (0600 – 1400)

Dispatcher; Guest call in, dispatch patrol to call, assist homeowners and guests that are not called in, maintain and issue passes for RV, maintain a dispatch log, notify LEAF of any animal problems, call RSO when requested by field units. Further he/she must make sure that all process servers coming into the community have proper identification and a log is kept regarding process server.

Main Gate two officers assigned one for the decal lane one for the visitor's lane. Both officers are responsible for making sure that all visitors entering the community have proper identification and are called in. The decal officer is responsible in making sure that vehicles coming into the decal lane have a current decal or the driver has a current POA issued card.

Both officers are responsible for making sure that anyone entering the community on foot is either a resident or a guest that's called in.

In the event that a person on foot or a driver is not called in the gate officers will direct them into the office at which time the dispatcher will assist them either by calling the homeowner or dispatch a patrol officer to the residence to make sure the guest are authorized to enter the community.

East Gate: Two officers assigned; one in the decal lane, one in the visitor lane. One of the officers is trained to perform Quagga Mussel boat inspection as well as work the decal or visitor's lane. Their responsibility is to make sure that all foot and vehicle traffic belongs in Canyon Lake all drivers have proper ID and all guest are called in.

North Gate: One officer assigned to this post his/her duties is to make sure everyone coming to the gate is called in and has proper id. All vehicles entering the decal lane have a current decal or current POA card.

Patrol Officers: Two officers are assigned to this shift one is responsible for the North Area the other the South Area. These officers are responsible for answering calls in their respective areas. Further each has to do at least two Togo tours during their shift. Each is responsible for hourly checks at the Lodge, Pool and Rental Docks area.

Each is also responsible to relieve the gate officers for their two 10 minute breaks during the 8 hrs shift.

Patrol Officers are also responsible for enforcing all POA rules either by a verbal warning or a written citation. Officers are also responsible to do Quagga inspections of boats coming in after hours. This essentially means to red tag a boat coming in.

Day shift officers are also responsible to follow up on all red tag boats to make sure they haven't been launched on the lake.

Traffic unit: One officer is assigned to traffic. This officer's main responsibility is enforcing speeding, stop sign, school bus violation and any other POA rule. This officer is also used to assist the patrol officers on calls that may require a backup. Assist in Quagga inspections.

Watch Commander: The W/C is responsible in making sure that the officers assigned to his shift report for duty on time, their uniforms are clean, and grooming standards meet Allied Barton requirements. Further, he's responsible for taking all reports and to make sure the patrol vehicles are maintained. He's also responsible for delivering interoffice mail from the POA to all departments in the community, i.e.: Operations, Country Club, Equestrian, and Campground. This is performed at least twice daily. Be available for Quagga inspections

The Watch Commander, along with the Account Manager, are responsible for picking up the daily receipts from the Country Club, Lodge, Pool, Campground and Quagga inspections and deliver them to the Accounting dept.

Sundays, one officer is scheduled from 9am to 5pm for guest call-ins and walking the line to assist visitors

### SWING SHIFT (1400 – 2200)

Dispatcher: responsibilities are the same as the day shift dispatcher. Additionally responsible for all guest call-ins after Member Services closes. Assist anyone who may enter the office.

Main Gate: Two officers assigned. Their responsibilities are the same as day shift officers.

East Gate: Two officers assigned. Responsibilities are the same as the day shift officers.

North Gate: One officer assigned. His/her responsibilities are the same as the day shift officers.

Patrol Officers: Two officers are assigned to this shift. Their responsibilities are the same as the day shift. In the winter months they are responsible for locking up all the parks.

Traffic Officer: One officer. His responsibility is to monitor all traffic, enforce speed, stop sign, school bus violations, and all POA rules. Assist other officers on calls when needed.

Watch Commander: He's responsible for making sure his shift runs properly and that the officers come to work well prepared. Enforce grooming standards and uniform appearance. He's also responsible for locking up the POA building, Country Club and the Lodge. Assist the patrol officers in covering the pool during the year.

### Graveyard Shift (2200 – 0600)

Dispatcher: Responsible for all guest call-ins when the POA is closed, dispatch all calls to field officers, and assist any visitor or homeowner that comes into the office.

Main Gate: One officer. Duties are the same as the other shifts, though he's responsible for both visitor and decal lands. Ensures that anyone entering the community belongs in here.

East Gate: One officer assigned. Duties are the same as the other shifts.

North Gate: One officer assigned. Duties are the same as the other shifts.

Patrol Officer: Two officers assigned. Their responsibilities are the same as other patrol officers. Further, they are responsible for opening up the parks in the early morning.

Watch Commander: Their responsibility is to make sure the shift runs smoothly and that the officers respond to calls in a timely manner. Also they are to make sure the Country Club is unlocked daily and the early female employees are escorted inside safely.

Friday and Saturday nights, the main gate has an officer scheduled to assist from 12 midnight to 2am (this is especially important during the summer months for baseball games, but is done all year for the bar crowds, etc).

## MARINE PATROL

Marine Patrol Captain: This individual is responsible for the operation of the Marine Patrol which consists of three boats. There are four officers assigned during the winter months (Nov through end of Apr) and eight officers during the summer months (May through end of Nov). The Captain is also responsible for scheduling boat inspection appointments for the more that 1400 boats inspected yearly. Maintain computer file of the boats that have a current POA registration. Additional duties are similar to that of the Watch Commander.

Marine Patrol Officers: These officers are responsible for enforcing the POA rules on the lake. Assist the POA in cleaning debris on the lake. Assist stranded boats on the water. They also perform monthly follow up on boats that don't have a current POA registration. Function is similar to Patrol and Traffic Officers.