

**Canyon Lake Property Owners Association
Canyon Lake, California**

**Request for Proposal
Specifications and Contract Documents
For
Community Patrol Services**

**Prepared By:
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Canyon Lake Property Owners Association
Notice Inviting Sealed Bids
For
Community Patrol Services

Public Notice is Hereby Given that the Canyon Lake Property Owners Association, invites *sealed bids* for the above-stated service and will receive such bids in the offices of the Canyon Lake Property Owners Association, Attention: General Manager, 31512 Railroad Canyon Road, Canyon Lake, CA 92587 up to the hour of 3:00 PM PST October 5, 2020 at which time they will be opened in the presence of the General Manager / the Board of Directors, and appropriate staff. The Canyon Lake Property Owners Association reserves the right to reject any or all bids and to review all bids under advisement for a period of 45 days.

DELIVERY OF PROPOSAL

5 copies of the proposals shall be enclosed in a sealed envelope plainly marked on the outside:

“SEALED BID FOR COMMUNITY PATROL SERVICES. DO NOT OPEN WITH REGULAR MAIL”

Proposals may be mailed or delivered by messenger. However, it is the bidder’s responsibility alone to ensure delivery of the proposal to the hands of the Association’s General Manager, prior to the bid opening hour stipulated in the Notice Inviting Sealed Bids. Late proposals will be deemed non-responsive and will not be considered.

LEGAL RESPONSIBILITIES

All proposals must be submitted, filed, made and executed in accordance with State and Federal laws relating to bids for contracts of this nature whether the same or expressly referred to herein or not. Any bidder submitting a proposal shall be in agreement with and in agreement to each and all of the terms, conditions, provisions, and requirements set forth, contemplated and referred to in the specifications, and other contract documents, and to full compliance therewith.

PROPOSAL

Canyon Lake Property Owners Association Proposal for Community Patrol Services

In accordance with the Association's NOTICE INVITING SEALED BIDS, the undersigned BIDDER hereby proposes to furnish all materials, vehicles, equipment, tools, labor, and incidentals required for the above stated project as set forth in the specifications, and contract documents herein, and to perform all work in the manner and time prescribed therein.

BIDDER declares that this proposal is based upon careful examination of the Specifications, INSTRUCTIONS TO BIDDERS, and all other contract documents. If this proposal is accepted for award, BIDDER agrees to enter into a contract with the Association at the unit and/or lump-sum prices set forth herein.

BIDDER understands that a bid is required for the entire work, which the estimated quantities, responsibilities, staffing levels and post orders set forth in the BID SCHEDULE are solely for the purpose of comparing bids, and the final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. THE ASSOCIATION RESERVES THE RIGHT TO INCREASE OR DECREASE THE AMOUNT OF ANY QUANTITY SHOWN (INCLUDING STAFFING LEVELS) AND TO DELETE ANY ITEM FROM THE CONTRACT. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties, and fees.

If awarded the Contract, the undersigned further agrees that in the event of the BIDDER'S default in executing the required contract and filing the necessary insurance certificates within ten (10) working days after the date of the Association's notice of award of contract to the BIDDER, this bid shall become the property of the Association and this bid and the acceptance hereof may, at the Association's option, be considered null and void.

BIDDER’S INFORMATION

BIDDER certifies that the following information is true and correct:

Bidder’s Name _____

Business Address _____

Telephone No. _____

State Business License No. and Federal Tax I.D. No. _____

Original Date Issued _____ Expiration Date _____

Contractor’s License / PPO License Information: _____

The following are the names, titles, addresses and phone numbers of all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest in this proposal:

The date of voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal, or any firm, corporation, partnership or joint venture of which any principal having an interest in this proposal was an owner, corporate officer, partner, or joint venture are as follows:

All current and prior DBA’s alias, and/or fictitious business names for any principal having an interest in this proposal are as follows:

REQUEST FOR PROPOSALS FOR THE OPERATION OF THE COMMUNITY PATROL SERVICES CONTRACT AT THE CANYON LAKE PROPERTY OWNERS ASSOCIATION

I. INTRODUCTION

Canyon Lake Property Owners Association (“Association”) is pleased to offer an exciting opportunity for a well-qualified community patrol company (“Patrol”) at the Canyon Lake Property Owners Association.

The proposing company shall demonstrate the ability to perform in this type of business, clearly articulate achievable plans for operation and document compliance with appropriate laws and regulations.

The selected operator of patrol services shall demonstrate the ability to implement a community patrol program that will meet the objectives of the Association, as well as incorporate innovative ideas that are appropriate for this common interest development.

About Canyon Lake

Located between Lake Elsinore and Menifee in Southern California, the mecca of outdoor fun in the sun, Canyon Lake is a private gated community of 4,800 properties. The community features a nearly 400 acre lake with 14.9 miles of shoreline used by residents for fishing, waterskiing, wakeboarding and leisure boating.

Aside from the lake, there are also over 15 parks and beaches spread throughout the community that include amenities such as playgrounds, volleyball nets, basketball courts, dedicated swimming areas, horseshoe pits, bbq and picnic areas. There is also a unique 18 hole Southern California Golf Association rated golf course that winds through the community; and other amenities such as Happy Camp Campground, Gault Field ball fields, a Junior Olympic size pool, an equestrian center, pickleball and tennis courts.

II. SERVICES

The company shall provide gate attendant, call center, dispatch, as well as community patrol services within the properties and amenities of the Association, including, but not limited to, reporting to appropriate authorities (or to the Association if not a threat to health, safety or property) suspicious or dangerous activity or conditions, and the monitoring and enforcing of the Association’s restrictions, rules and regulations through the use of patrol units and issuance of warnings or citations, if necessary.

A. Service Rates/Hours (Include Hours and Rates on Addendum “A”)

1. Service Rates and Minimum Pay Rate

The Company has carefully identified the tasks to be performed and the personnel profile necessary to ensure quality coverage. The Association requires a minimum pay rate of \$1.50 over the State of California’s minimum wage for the Gate Attendant position. With these elements in mind, the Company submits the following rates (including overtime and holiday billing):

See Addendum “A”

2. Service Hours

The number of authorized staffing hours per week is **1765.5** The Association’s General Manager, or assignee, reserves the right to add, remove, or modify the service hours as needed.

See Addendum “C” Schedule – Number of Personnel Required by Hour

B. Selection/Screening

Prior to working on-site, all employees shall be interviewed and approved by the Association’s General Manager, or assignee. The Company shall provide training to all its employees who will provide services under this contract (See Addendum “B”). All such employees must be security guards licensed by the State of California and have current certification in CPR and basic first aid.

C. Equipment/Uniforms

1. Equipment supplied and serviced by Association.

- (5) Body Cameras
- (4) Dash Mounted Radar
- (3) Speed Enforcement Radar Trailers
- (7) Computers (In Office)
- (6) Computers (At Gates)
- (1) Golf Cart

At the end or termination of this agreement, Company shall return all equipment provided by Association. Company will pay damage or loss due to negligence or abuse to the Association for the repair or replacement costs of any equipment.

2. **Equipment to be supplied by Company:** All equipment (with the exception of the equipment to be provided by the Association) necessary for Company to fulfill its obligations under this Agreement and provide high-quality, first-class services, including, but not limited to, a communication system, a guard control system and no less than five patrol vehicles, which vehicles must be clearly designated as Company vehicles and be on-site at the Association at all times.

3. **Vehicle Specifications, Maintenance Plan, and Vehicle Rentals:** All vehicles provided by Company must be no more than four-years old and white in color. All vehicles must be equipped with a siren, a PA system, and an overhead takedown light bar. Prior to the start date, all vehicles must have Canyon Lake Community Patrol branding and markings installed on both sides of the vehicle. These brandings and markings are to be designed and approved by the Association. Upon execution of the contract, a maintenance agreement must be established with a vendor within a 15-mile radius of Canyon Lake. In addition, all vehicles must be regularly washed and the inside of the vehicles must be detailed by a professional detail service every two months. In the event that a single vehicle will be out of service for more than (1) 8-hour shift, a clearly designated rental / replacement vehicle must be provided. All vehicles and other equipment (including equipment provided by the Association) must be maintained by Company in good working order and in a clean and attractive condition at all times, and be repaired and/or replaced by Company or Association (as noted) when necessary.

4. **Uniform Specifications:** Company employees shall wear uniforms and name badges while on duty at the Association. The uniforms shall be clean, neat and composed of quality material. No ripped or patched uniforms may be worn. All employees shall be provided with a Company branded jacket, hat, beanie, and protective rain gear. All road patrol personnel must be provided with an ultra-bright LED flashlight.

D. Specific duties and post orders

See Attached Operations Procedures Manual and Post Orders, and Association Rules

E. Payments

Association agrees to pay all invoices within 30 days of receipt. Invoices shall be paid in full amount (except as noted above) without offset of any kind or nature unless there is a good faith dispute concerning the rate or quantity of charges in which event Association agrees to pay the undisputed

amount and to notify Company as to the reason for the dispute and the value thereof.

F. Reimbursement for Negligence

The Company shall reimburse the Association for all costs incurred to repair damages due to staff negligence or not adhering to standard operating procedure. The Company agrees to make payment in full within 30 days of receipt of invoice.

III. INSURANCE

The Company shall, at all times during the term of the Agreement, or any extension thereof, and at its own cost and expense, procure and maintain from insurance carriers acceptable to the Association, 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) and, with the exception of worker’s compensation coverage, furnish the Association with certificates of insurance naming the Association, its directors, officers, agents and employees as additional insureds under said policies. Notwithstanding any other provision herein, the Association, its directors, officers, agents and employees shall be entitled to a defense by Company’s insurer against any and all claims or lawsuits which include, allegations that Company and/or its employee(s) were negligent in performance of its/their services at or for the Association. Each certificate of insurance must state: “This policy will not be modified, canceled or terminated until at least thirty (30) days following delivery of written notice of the same to Association.” Each insurance company must also issue the Association an ACORD 27 explicitly stating that the certificate of insurance conveys all rights and privileges afforded under the policy (ies) to the Association.

LIMITS OF LIABILITY		
COVERAGES	EACH OCCURRENCE	AGGREGATE
Comprehensive General Liability	7,000,000.00	\$7,000,000.00
Crime: Employee Dishonesty, Forgery or Alteration and Computer Fraud	\$ 150,000.00	\$ 150,000.00
Comprehensive Automobile Liability	\$3,000,000.00	\$3,000,000.00
Workers’ Compensation/ Employers’ Liability	Statutory/\$1,000,000.00	Statutory/ \$1,000,000.00

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 as a minimum:

- A provision or endorsement stating that such insurance, subject to all of its terms and conditions, applies to the liability assumed by the Company under this Agreement, including, but not limited to, the liability assumed under the indemnification and hold harmless provisions hereof (blanket contractual coverage).
- Premise operations, products/completed operations hazard, contractual liability, broad form property damage, and independent contractors coverage;
- Personal injury (including 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) coverage; and
- Legal liability coverage for dishonest acts of insurer's employees.

The comprehensive automobile liability must include bodily injury and property damage liability and must cover all owned, non-owned or hired vehicles.

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

Company's insurance shall be primary and any insurance or self-insurance maintained by the Association will not contribute to it, as to any loss covered in full by Company's insurance, Association's insurance, or any combination of thereof.

Waiver of Subrogation is provided in favor of the Association as respects General Liability and Workers' Compensation. Company's insurance policies, shall provide such waivers of subrogation by endorsement or otherwise. If Company subcontracts any work to be completed pursuant to this Agreement, Company shall require the same waiver of subrogation rights as to all parties in any subcontract agreement.

IV. **TERM OF AGREEMENT**

This Agreement shall be for an initial term of three (3) years and will expire, [TBD] unless both parties have agreed, in writing, to a renewal or extension thereof of up to two (2) additional one year terms. Should Company continue to provide services to Association after that date with the Association's consent, it shall be presumed, absent a new written contract signed by both parties, that the terms and conditions

set forth herein shall still apply, upon a month-to-month basis, terminable upon 30 days' notice.

V. **TERMINATION OF AGREEMENT**

A. **For Cause**

Upon the default of this Agreement by one party, the other party may terminate this Agreement by written notice to the defaulting party, with the termination date and time to be as specified in the written notice. A party shall be in default of this Agreement upon the event of poor or nonperformance of its obligations or duties under this Agreement or if the party becomes insolvent, makes a general assignment for the benefit of creditors, files a voluntary petition of bankruptcy, suffers or permits the appointment of a receiver for its business or assets, or becomes subject to any proceeding under any bankruptcy, suffers or permits the appointment of a receiver for its business or assets, or becomes subject to any proceeding under any bankruptcy or insolvency law, whether domestic or foreign, or has wound up or liquidated, voluntarily or otherwise. In the event that any of the above events occurs, that party shall immediately notify the other party of its occurrence.

B. **Without Cause**

Either party may terminate this Agreement, without cause, by providing the other party with 30 days' notice of its intent to terminate.

VI. **INVOICING PROCEDURES**

The Company shall forward to the Association's General Manager, or assignee, a monthly invoice summary supported by the following:

- Total hours by position
- Detailed breakdown of employee name, position, date and shift hours worked

Personnel and staff supplied by the Company are the Company's employees and are not the employees of the Association. The Company is solely responsible for social security, unemployment and all other payroll and similar taxes applicable to its employees plus any Company benefits (i.e. medical insurance, vacations, additional holiday pay) not included as part of those specified in the contract.

VII. **REPLACING EMPLOYEES**

When requested, in writing, by the Association's General Manager, or assignee, the Company shall remove any employee from duty at the Association as soon as possible.

In the event the Association decides to replace Company employees with Association employees, day-to-day management will remain a responsibility of the Company.

VIII. INDEMNIFICATION

Company shall **DEFEND, INDEMNIFY** and **HOLD HARMLESS** the Association, its members, directors, officers, representatives, administrators, agents, partners, employees, attorneys, insurers, successors and assigns, **FROM ANY AND ALL CLAIMS, DEMANDS, OBLIGATIONS, DAMAGES, ACTIONS, CAUSES OF ACTION, WRONGFUL DEATH CLAIMS, LIABILITIES, LOSSES, COSTS, REASONABLE ATTORNEYS' FEES AND EXPENSES OF ANY OTHER NATURE** Whether based on intentional or unintentional acts or omissions (collectively, "Claims"), arising from or in connection with (i) the negligent acts or omissions or willful misconduct of Company or its agents or employees (ii) Company's failure to observe or comply with the provisions of this agreement. Company'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, liabilities, reasonable attorney fees and costs, whether occurring before, during the performance of this Agreement, which arise from the activities of Company and/or Company's employees or agents. Company'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 Company and/or Company's employees, agents, officers, subcontractors, partners, members or managers. The above provisions of this paragraph do not obligate Company to indemnify Association against liability for damages for death or bodily injury to persons, including injury to property, or other loss, damage or expense arising from the sole negligence or willful misconduct of Association. Nothing in this paragraph shall reduce or limit the Association's rights as an additional insured pursuant to the coverage which must be provided under this Agreement. This paragraph shall survive the termination of this Agreement. Company shall have the right to select the counsel of its choice to defend Association at the sole expense of Company in the event that this indemnity provision is invoked by Association. Association shall have the ability to approve said section of counsel; said approval will not be unreasonably withheld by Association.

IX. COMPLIANCE WITH LAW

Company is obligated to comply with all applicable laws, statutes, ordinances and regulations, including, but not limited to, complying with all licensing requirements for private patrol operators and their employees.

X. MISCELLANEOUS

A. Attorneys' Fees

The prevailing party in any action to enforce or interpret this Agreement shall be entitled to recover from the other its reasonable attorneys' fees and costs.

B. Venue

Venue for any legal action to enforce or interpret the terms of this Agreement shall be in Riverside County Riverside, California. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California.

C. No Continuing Waiver.

No waiver of any term or condition of this Agreement shall be a continuing waiver thereof.

D. Background Investigation.

Company will conduct and approve background investigations of all employees assigned to the Association account. Such investigations shall include criminal records, driving records, drug testing, and Company's best effort to ensure that all employees have the right to seek legal employment in the United States. Company shall not assign to Association any employee who may pose a risk to the residents, vendors, or employees of the Association. Company shall keep background records for employees assigned to the Association on file in such employee's personnel record for at least five years after the employee's last day of work at Association.

E. Mandatory Drug Testing.

Company will strictly enforce a mandatory drug and alcohol testing policy that requires the immediate testing of any officer who: (i) acts in a manner that leads to a reasonable suspicion that he or she possesses, controls, or is under the influence of a drug or alcohol, (ii) acts in a manner that leads to a reasonable suspicion that he or she has been involved in the use, possession, and/or sale of drugs or alcohol while on the premises, or (iii) has been

involved in a work related accident or any violation of safety precautions or standards, whether or not an injury resulted from such accident or violation. Company will pay for the full cost of any testing. A guard shall immediately be removed from the premises and shall not be assigned to the premises for any further work, if he or she: (i) tests positive for drug or alcohol, (ii) is in possession of drugs or alcohol, (iii) or fails to cooperate fully with any request to test for drugs or alcohol.

- F. Dispute Resolution.** It is intended by the Parties, that any dispute, claim or controversy of any nature whatsoever concerning this Agreement is to be submitted to mediation as set forth in subparagraphs 1. – 7. below. Any remaining dispute will be submitted to binding arbitration as set forth in subparagraph 8. below.
1. The parties agree that any and all disputes, claims or controversies arising out of or relating to this Agreement shall be submitted to JAMS, or its successor, for mediation, and if the matter is not resolved through mediation, then it shall be submitted to JAMS, or its successor, for final and binding arbitration pursuant to the clause set forth in Paragraph F.5. below.
 2. Either party may commence mediation by providing to JAMS and the other party a written request for mediation, setting forth the subject of the dispute and the relief requested.
 3. The parties will cooperate with JAMS and with one another in selecting a mediator from the JAMS panel of neutrals and in scheduling the mediation proceedings. The parties agree that they will participate in the mediation in good faith and that they will share equally in its costs.
 4. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator or any JAMS employees, are confidential, privileged and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.
 5. Either party may initiate arbitration with respect to the matters submitted to mediation by filing a written demand for arbitration at any time following the initial mediation session or at any time following 45 days from the date of filing the written request for mediation, whichever occurs first ("Earliest Initiation Date"). The mediation may continue after the commencement of arbitration if the parties so desire.
 6. At no time prior to the Earliest Initiation Date shall either side initiate an arbitration or litigation related to this Agreement except to pursue a provisional remedy that is authorized by law or by JAMS Rules or by agreement of the parties. However, this limitation is inapplicable to a party if the other party refuses to comply with the requirements of Paragraph F.3. above.

7. All applicable statutes of limitation and defenses based upon the passage of time shall be tolled until 15 days after the Earliest Initiation Date. The parties will take such action, if any, required to effectuate such tolling.
8. After mediation as set forth above, any remaining dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in the State of California, pursuant to the Federal Arbitration Act (9 U.S.C. §§ 1-16, now in effect and as may hereafter be amended). The arbitration shall be administered by JAMS in Riverside California, pursuant to JAMS' Streamlined Arbitration Rules and Procedures. Judgment on the Award may be entered in any court having jurisdiction.

After mediation as set forth above, arbitration is the only forum in which a dispute regarding this Agreement may be heard. Both parties hereby expressly waive all rights, constitutional or otherwise, to have their disputes under this Agreement determined by a jury trial or bench trial. The arbitrator shall have the authority to award attorney fees and costs to the prevailing party, including without limitation, all costs incurred in initiating or defending the arbitration claim, and any and all discovery costs. The arbitrator's decision will be legally binding, final, and judgment may be entered thereon.

9. Each Party shall pay ½ of the fees of the arbitrator and ½ of any other costs of the arbitration. In the event a Party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, the other Party is entitled to costs of suit, including reasonable attorney fees for having to compel arbitration or defend or enforce the award.

G. Entire Agreement.

The Agreement together with all attachments and addendums represents the entire Amended Agreement between the parties and supersedes all prior oral or written negotiations, understandings and bidding documents. Any alterations to this Agreement are void and unenforceable unless done in writing and signed by both parties.

H. Amendment.

Any amendment, change or addition shall be in writing and signed by both parties.

I. Counterparts.

This Agreement may be executed in one or more counterparts, all of which shall be deemed originals.

J. Effective Date.

Upon execution by all parties, this Agreement will become effective on [TBD].

K. Notice.

Any notice to be served by either party upon the other shall be addressed to the respective party as follows:

To the Association: Canyon Lake Property Owners Association
31512 Railroad Canyon Road
Canyon Lake, CA 92587
Attention: General Manager

To the Company: _____

Attention: Contracts Management

or to such other addresses as from time to time may be designated in writing by the respective parties.

IT IS SO STIPULATED AND AGREED THIS _____ DAY OF _____, 2020.

CANYON LAKE PROPERTY OWNERS ASSOCIATION

By: _____
It's General Manager

By: _____
President Board of Directors

Addendum A – Rates and Hours

Account Manager (Day Shift)	Hrs Per Wk	Pay Rate	Bill Rate	OT/Holiday Bill Rate
Starting Rate	40			
Year 2				
Year 3				
Year 4-5				

Asst. Account Manager	Hrs Per Wk	Pay Rate	Bill Rate	OT/Holiday Bill Rate
Starting Rate	40			
Year 2				
Year 3				
Year 4-5				

Shift Supervisor	Hrs Per Wk	Pay Rate	Bill Rate	OT/Holiday Bill Rate
Starting Rate	168			
Year 2				
Year 3				
Year 4-5				

Lead Road Patrol (Trainer)	Hrs Per Wk	Pay Rate	Bill Rate	OT/Holiday Bill Rate
Starting Rate	40			
Year 2				
Year 3				
Year 4-5				

Road Patrol Officer	Hrs Per Wk	Pay Rate	Bill Rate	OT/Holiday Bill Rate
Starting Rate	520			
Year 2				
Year 3				
Year 4-5				

Lead Gate Attendant (Trainer)	Hrs Per Wk	Pay Rate	Bill Rate	OT/Holiday Bill Rate
Starting Rate	40			
Year 2				
Year 3				
Year 4-5				

Gate Attendant	Hrs Per Wk	Pay Rate	Bill Rate	OT/Holiday Bill Rate
Starting Rate	684			
Year 2				
Year 3				
Year 4-5				

Dispatcher	Hrs Per Wk	Pay Rate	Bill Rate	OT/Holiday Bill Rate
Starting Rate	168			
Year 2				
Year 3				
Year 4-5				

Call Center	Hrs Per Wk	Pay Rate	Bill Rate	OT/Holiday Bill Rate
Starting Rate	61.5			
Year 2				
Year 3				
Year 4-5				

Breaker	Hrs Per Wk	Pay Rate	Bill Rate	OT/Holiday Bill Rate
Starting Rate	84			
Year 2				
Year 3				
Year 4-5				

Contract Year	Total Cost
Year 1	
Year 2	
Year 3	
Year 4	
Year 5	

A. The Billing Rates set forth in Addendum “A” are valid for the first twelve (12) months the Agreement is in effect. The Billing Rates thereafter may be increased annually, with 90 days advance notice effective as of the anniversary date of the Commencement date in an amount equal to the greater of (i) the percentage increase determined pursuant to the subsection (B) below or (ii) three percent (3%), or mutually agreed upon.

- B. In the event that the Contractor Company experiences an increase in its costs resulting from any increase, whether or not anticipated, in or resulting from: (1) Federal, state or local taxes, levies, or required withholdings imposed or assessed on amounts payable to and/or by Company hereunder or by or in respect of Company to its personnel; (2) Federal, state or local minimum wage rates, mandated paid time off and/or sick leave, changes in overtime wage regulations, uniform maintenance expenses or other required employee allowances, licensing fees, or wage, medical, welfare and other benefit costs under collective bargaining agreements; (3) costs related to insurance and/or workers' compensation; and/or (4) costs related to medical, welfare and other benefits, including without limitation costs incurred by Company pursuant to applicable federal, state and/or local law, including, without limitation "Healthcare Reform Legislation Costs" (as defined below), the Billing Rates may be increased by a percentage equal to the percentage increase in Contractor's costs resulting from the items set forth in sub-clauses (1), (2), (3) and (4) of this paragraph.
- a. Company will provide Association a minimum 90-days advance notice of such change in the Billing Rate. Notwithstanding anything contained in this Section to the contrary, following 90 days advance notice of a billing rate change, Company may pass through the costs set forth in sub-clauses (1)-(4) of this paragraph to Association as incurred or accrued and Association shall pay Company for such costs.
 - b. "Healthcare Reform Legislation Costs" shall mean the cost incurred by Company in respect of the employee medical, welfare and other benefit requirements under the Patient Protection and Affordable Care Act of 2010 and the related statutes and regulations (as amended hereafter, the "Act").
- C. Canyon Lake Property Owners Association reserves the right to exercise Termination of this agreement "without cause" per Section V. B (above) should billing rate changes described in Addendum A, part "A" and / or "B" above exceed the budgeted expenses for Community Patrol Services approved by the Board of Directors for that particular budget year.

ADDENDUM "B"

TRAINING PROGRAM

Pre-Selection Orientation

All assignees will complete a program detailing Security Officer General Orientation Program before being considered for a security position. This program is to ensure that the applicant understands the general requirements of being a contract security team member and, indeed, wishes to apply for the position. After application and hiring the new employee completes a test on its contents to ensure understanding of requirements. Subjects covered in this initial program are:

- ◆ General duties and responsibilities of Security Officers
- ◆ Demeanor and hygiene
- ◆ Customer relations
- ◆ Introduction to patrol
- ◆ Introduction to field note-taking and report writing
- ◆ Legal authority of Security Officers — and its limitations
- ◆ Safety (occupational hazards)
- ◆ Fire protection and response
- ◆ Effective assertiveness
- ◆ Hazwoper Training (Road Patrol)

Security Officer Handbook Familiarization & Testing

A Security Officer Handbook is to be issued to each newly hired individual and the employee is instructed to read and become familiar with the Handbook's contents. Employees are advised that a test will be administered on the contents by a supervisor. The answer sheet is placed in the employee's personnel file and the examination results are entered on the Training Report for Security Officers.

State-Required Training

The State of California requires training for contract security personnel. All security assignees will successfully complete this training prior to consideration for placement at Canyon Lake Property Owners Association. Where state training requirements duplicate the topics covered in our proposed training program, the training may be combined. (There are no Federal requirements for training of Security Officers.)

Pre-Assignment Training

The Company will prepare training and instruction manuals and provide a programs list which will detail Basic Training Programs and Value Added Training courses for the site. The programs list must be approved by Association's General Manager, or assignee. All Security Officers assigned to Canyon Lake Property Owners Association must complete a pre-assignment training program prior to placement.

All Security officers will have completed all the courses listed in the Basic Training Programs list before being assigned to duty in Canyon Lake Property Owners. In addition each Security officer shall have completed and passed an **interpersonal communication skills** course. They shall also have read and understood the Rules and Regulations of

Canyon Lake Property Owners Association. All Company employees assigned to Canyon Lake Property Owners Association shall have delivered to the Association's General Manager, or assignee, a copy of their completed training prior to being assigned to Canyon Lake.

On-the-Job Training

Site-specific on-the-job training will be provided under the purview of a designated trainer or a shift supervisor for the first 24 hours on-site for all positions except the call center. The call center position will receive one 8 hour shift of on-the-job training. In the event that the trainer or trainee feels that additional time is needed, an additional 8 hour training shift shall be provided. All individuals conducting this training shall have been certified as a training officer approved by the Association.

Annual In-Service Refresher Training

Annual refresher training will be developed and presented by a designated instructor using materials approved by the Association.

Value Added Training:

Value-added training is training added to the contract at no additional labor costs. This training is intended to be done on-the-job on a not-to-interfere basis with security duties. The concurrence of Canyon Lake Property Owners Association is necessary before implementation. The Association shall have the right to audit records and instruction of value added training of Company employees assigned to Canyon Lake Property Owners.

Addendum "C" Number of personnel required by hour (does not include Account Manager, or Asst. Account Manager)

Position	Location	Time																								Daily Hours	Days Required	Weekly Hours		
		0:00	1:00	2:00	3:00	4:00	5:00	6:00	7:00	8:00	9:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00					
Main Gate	Mon - Sat	1	1	1	1	1	1	1	1	1	1	1	1	1	2	2	2	2	2	2	2	2	2	2	2	2	2	37	6	222
	Sunday	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	36	1	36
	Mon - Thu	1	1	1	1	1	1	1	1	1	1	1	1	1	2	2	2	2	2	2	2	2	2	2	2	2	1	144	4	144
	Fri	1	1	1	1	1	1	1	1	1	1	1	1	1	2	2	2	2	2	2	2	2	2	2	2	1	1	37	1	37
	Sat	1	1	1	1	1	1	1	1	1	1	1	1	1	1	2	2	2	2	2	2	2	2	2	2	1	1	34	1	34
East Gate	Sunday	1	1	1	1	1	1	1	1	1	1	1	1	1	1	2	2	2	2	2	2	2	2	2	2	1	1	31	1	31
	Mon-Fri	1	1	1	1	1	1	1	1	1	1	1	1	1	1	2	2	2	2	2	2	2	2	2	2	1	1	32	5	160
	Sat	1	1	1	1	1	1	1	1	1	1	1	1	1	1	2	2	2	2	2	2	2	2	2	1	1	32	1	32	
North Gate	Sunday	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	28	1	28
	All	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1	1	1	1	1	1	1	1	1	1	0	0	12	7	84
Breaker																												315		808
Dispatch	Blue Bird	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	24	7	168
																												24		168
Community Patrol	Association	3	3	3	3	3	3	3	3	3	3	3	3	3	3	4	4	4	4	4	4	4	4	4	4	3	3	80	7	560
																												80		560
Shift Supervisor	Association	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	24	7	168
	Blue Bird																											24		168
	M-F	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	7.5	5	37.5
Call Center	S	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	8	1	8
	SU	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1	1	1	1	1	1	1	1	1	1	1	1	16	1	16
																												31.5		61.5

Shift to start at 16:30

DUTIES AND RESPONSIBILITIES OF COMMUNITY PATROL OFFICERS

The Board of Directors has prioritized the responsibilities of the Community Patrol Contractor within the guidelines of the manual. Contractor must:

1. Provide patrols of all Canyon Lake Property Owners areas as follows: Day shift three (3) patrol units; Swing shift three (4) patrol units; Graveyard shift three (3) patrol units plus a supervisor patrolling on all three shifts.
 2. Respond to medical assistance, fire, police, and accident calls, as dispatched and provide assistance to appropriate authorities as requested.
- Provide inter-office mail delivery between Association office locations and delivery of monthly board member books / binders to the residence of the Board of Directors.
 - Warnings and citations are to be issued in accordance with Association Rules and Regulations.
 - When traffic accidents are observed patrol may give aid (within the scope of their training) to the party involved until relieved by the appropriate authority.
 - Maintain a working knowledge of the Canyon Lake Property Owners Rules and Regulations, and the Operations Procedures Manual and Post Orders.
 - Confidential information crucial to Department operations must never be transmitted by radio under any circumstances.
 - Patrol personnel will not stop or detain any person but shall observe and report any suspicious activity. This is to include a description or digital photograph / video of the suspicious individual, license of vehicle(s), time, date, location and any other information that is relevant.
 - If the patrol officer observes a crime being committed, they shall immediately contact the Police department through dispatch and use all means possible to ensure the crime scene remains undisturbed while waiting. They shall remain on site until the Sheriff's unit arrives and releases them.
 - Keep detailed log of activities while on duty. All reports, forms, and other paperwork must be completed prior to completion of work shift.
 - Strict observance of speed limits and all other vehicular laws is mandatory when operating patrol vehicles. All employees operating patrol vehicles must have current drivers license.

- Patrol officers shall note anything that may present a safety or fire hazard. If any are found, document them in your log and report them to the shift supervisor so a work order can be prepared for maintenance. If the condition is serious enough that it requires immediate attention, ask the shift supervisor to contact the maintenance technician on call and have him respond immediately.
- Association common properties should be patrolled and logged as frequently as time permits. In between common area checks, patrol shall patrol all streets within their assigned areas. One (1) officer shall be patrolling at all times.
- Only those security personnel dispatched may respond to calls. All other patrol personnel shall remain on normal patrol in their assigned patrol areas unless the responding personnel have called for assistance (back up). Patrol personnel must respond immediately to calls for assistance from other personnel, or supervisor.
- Any lost or misplaced keys shall be replaced at the expense of the security company.

THE FOLLOWING DOCUMENTS ARE INCLUDED AS PART OF THE REQUEST FOR PROPOSAL AND ARE CONSIDERED KEY COMPONENTS OF THIS BID AND ANY SUBSEQUENT CONTRACT:

- COMMUNITY PATROL OPERATIONS PROCEDURES MANUAL AND POST ORDERS
- ASSOCIATION RULES AND REGULATIONS