

INDEPENDENT CONTRACTOR AGREEMENT FOR SPECIAL SERVICES

This Independent Contractor Agreement for Services ("Agreement") is made as of December 11th, 2019, between the Peralta Community College District ("District") and A-1 Protective Services, Inc. ("Contractor") (together, "Parties").

WHEREAS, the District is authorized by Government Code section 53060 to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if those persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, the District is in need of those services and/or advice; and

WHEREAS, the Contractor is specially trained and experienced and competent to perform the services required by the District, and those services are needed on a limited basis;

WHEREAS, District, Contractor and the Alameda County Sheriff's Office seek to create a partnership in the course of the provision of security services for the District's students, faculty, staff and community. Over the course of the term of this Agreement, the Parties agree to leverage the Agreement and put their best efforts forward toward collaborations and activities that align with the District's mission and vision of service to the communities served by the District, Contractor and the Alameda County Sheriff's Office.

NOW, THEREFORE, the Parties agree as follows:

- 1. Services.** The Contractor shall furnish to the District security guard services district-wide, as described in Exhibit "A," attached hereto and incorporated herein by this reference ("Services").
- 2. Term** Contractor shall commence providing Services under this Agreement upon execution of the Agreement by both parties, and approval or ratification of District's governing board. Should Contractor begin performing Services in advance of receiving notice that this Agreement is approved, any Services so performed in advance of the approval date may be considered as having been done at the Contractor's risk, as a volunteer unless Agreement is so approved or ratified. Contractor shall commence providing Services on November 1, 2019 and continue to provide Services through June 30, 2022. The term of this Agreement is for a period of two (2) years and eight (8) months.
- 3. Compensation.** District compensation to the Contractor shall not exceed **\$3,399,052.32**, inclusive of any costs or expenses paid or incurred by Contractor in performing the Services, without the express approval of the Board. The Services shall be performed at the hourly billing rates included in Exhibit "A" and Exhibit "B." If hourly billing applies, the itemized invoice shall reflect the hours spent by Contractor in performing its Services pursuant to this Agreement. Payment shall be made for all undisputed amounts within thirty (30) days after the Contractor submits a detailed invoice to the District's Accounts Payable Department for services actually performed. Invoices must reference corresponding Purchase Order number.
- 4. Equipment and Materials.** Contractor shall furnish, at his/her own expense, all tools, labor, materials, equipment, supplies, transportation services and any other items

(collectively, "Equipment") necessary to complete the Services in a manner which is consistent with generally accepted standards of the profession for similar services. Notwithstanding the foregoing, District shall not be responsible for any damages to persons or property as a result of the use, misuse or failure of any Equipment used by Contractor of the Contractor's agents, personnel, employee(s), and/or subcontractor(s) ("Contractor Parties"), even if such Equipment is furnished, rented or loaned to Contractor or Contractor Parties by District.

- 5. Independent Contractor.** Contractor, in the performance of this Agreement, shall be and act as an independent contractor with the sole authority for controlling and directing the performance of the details of the Services, District being interested only in the results obtained. Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees. By checking the applicable box below, Contractor hereby represents and warrants to District the following:
- 6. Employment with Public Agency.** Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
- 7. Certifications, Permits, and Licenses.** Contractor represents and warrants to District that Contractor and all of the Contractor Parties have in effect and shall maintain in full force throughout the Term of this Agreement all licenses, credentials, permits and any other legal qualifications required by law to perform the Services and to fully and faithfully satisfy all of the terms set forth in this Agreement.
- 8. Standard of Care.** Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of the District. If any of the Services are performed by any of the Contractor Parties, such work shall only be performed by competent personnel under the supervision of and in the employment of Contractor. Contractor's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to California school districts.
- 9. Safety and Security.** Contractor is responsible for maintaining safety in the performance of this Agreement. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
- 10. Confidentiality.** The Contractor and all Contractor Parties shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
- 11. Audit.** Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for three

(3) years thereafter. Contractor shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.

12. Termination.

12.1. With Cause by District. District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

- 12.1.1.** material violation of this Agreement by the Contractor; or
- 12.1.2.** any act by Contractor exposing the District to liability to others for personal injury or property damage; or
- 12.1.3.** Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Contractor. If the expense, fees, and costs to the District exceed the cost of providing the service pursuant to this Agreement, the Contractor shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

13.2 Without Cause by District. District may, at any time, with or without reason, terminate this Agreement upon fifteen (15) days written notice and compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three days after the day of mailing, whichever is sooner. In the event that District terminates this Agreement pursuant to this section, District shall compensate Contractor for Services completed to date.

13.3 Upon termination, Contractor shall provide the District with all documents produced maintained or collected by Contractor pursuant to this Agreement, whether or not such documents are final or draft documents.

13. Indemnification. To the furthest extent permitted by California law, Contractor shall, at its sole expense, indemnify, and hold harmless the District, the State of California, and their agents, representatives, officers, Contractors, employees, trustees, and volunteers (the "District Parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "Claims") of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and Contractors and/or attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, work, or thing done, permitted, or

suffered by the Contractor under or in conjunction with this Agreement, unless the Claims are caused wholly by the sole negligence or willful misconduct of the District Parties. Contractor shall, to the furthest extent permitted by California law, defend the District Parties at Contractor's own expense, from any and all Claim(s) and allegations relating thereto with counsel approved by District where such approval is not to be unreasonably withheld. Whereas the cost to defend the District Parties charged to the Contractor shall not exceed the proportionate percentage of Contractor's fault as determined by a court of competent jurisdiction, any amounts paid in excess of such established fault will be reimbursed by the District. Notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, such defendant shall meet and confer with other parties regarding unpaid defense costs. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.

14. Insurance. The Contractor shall procure and maintain at all times it performs any portion of the Services the following insurance:

14.1. General Liability. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate for bodily injury, personal injury and property damage in the form of Comprehensive General Liability and Contractual Liability.

14.2. Automobile Liability Insurance. One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) general aggregate for automobile liability insurance that shall protect the Contractor and the District from all claims of bodily injury, property damage, personal injury, death, and medical payments arising performing any portion of the Services by Contractor.

14.3. Workers' Compensation and Employers' Liability Insurance. For all of the Contractor's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, Contractor shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide employers' liability coverage with minimum liability coverage of One Million Dollars (\$1,000,000) per accident for bodily injury or disease. Contractor shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, Contractors, trustees, and volunteers.

14.4. Other Insurance Provisions:

14.4.1. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

14.4.1.1. The District, its representatives, Contractors, trustees, officers, officials, employees, agents, and volunteers ("Additional Insureds") are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor; instruments of Service and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds.

14.4.1.2. For any claims related to the projects, the Contractor's insurance coverage shall be primary insurance as respects the

Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of the Contractor's insurance and shall not contribute with it.

14.4.1.3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.

14.4.2. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

14.4.3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.

14.4.4. Contractor shall furnish the District with Certificates of insurance showing maintenance of the required insurance coverage and original endorsements affecting general liability and automobile liability coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the District before Services commence.

14.5. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of no less than A:VII, unless otherwise acceptable to the District.

15.Limitation of District Liability. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

16.Compliance with Laws; Effect of Noncompliance. Contractor shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Contractor observes that any of the Services required by this Contract is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.

17.Notice. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile or electronic transmission, addressed as follows:

District

Peralta Community College District
ATTN: Leigh Sata, Ph. D.,
Interim VC of General Services
333 East Eighth Street
Oakland, CA 94606
FAX: 510-466-7315
EML: lsata@peralta.edu

Contractor

A-1 Protective Services, Inc.
ATTN: Paula Jones
Owner
5 Thomas Mellon Circle, Suite 156
San Francisco, CA 94134
FAX: 415-467-7300
EML: bnorris@a1prosecurity.com

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

18. Assignment. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.

19. No Rights in Third Parties. This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

20. Integration; Entire Agreement of Parties; Amendments. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties. This agreement is not valid until approved/ratified by East Side Union High School Board of Education. Services shall not be rendered until Agreement is approved.

21. Governing Law. This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Alameda County, California.

22. Disputes. In the event of a dispute between the parties as to performance of the Services, the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the Parties shall attempt to resolve the dispute in good faith. Pending resolution of the dispute, Contractor agrees it will neither rescind the Agreement nor stop the performance of the Services, but will allow determination by the court of the State of California, in the county in which the District's administration office is located, having competent jurisdiction of the dispute. Disputes may be determined by mediation if mutually agreeable, otherwise by litigation. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Contractor shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Contractor's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Contractor submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.

23. Attorney Fees; Costs. Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

24. Waiver. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

25. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

26. Counterparts. This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

27. Incorporation of Recitals and Exhibits. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

PERALTA COMMUNITY COLLEGE DISTRICT

A-1 PROTECTIVE SERVICES, INC.

Date: _____, 2019

Date: _____, 2019

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Its: _____

Its: _____

Information regarding Contractor:

License No.: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail: _____

Contractor's state of residence: _____

States in which Contractor
is licensed to do business: _____

Type of Business Entity:

- ____ Individual
- ____ Sole Proprietorship
- ____ Partnership
- ____ Limited Partnership
- ____ Corporation, State: _____
- ____ Limited Liability Company
- ____ Other: _____

Employer Identification and/or Social
Security Number

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of \$600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Contractor to furnish the information requested in this section.

Exhibit A

Scope of Services

Contractor shall provide comprehensive security services at Berkeley City College, District Administrative, Laney College, College of Alameda, and Merritt College. Security personnel will patrol the campus and/or "man" the guards' console, unarmed with a two-way communication radio connected to other district staff and ACSO.

Expected hours of operation and number of officers required for each location follows:

Fiscal Year #1 - 2019-20

RFP No.: 19-20/03 District-Wide Security Guard Services

Berkeley City College (Berkeley, CA)

Qty	Position	Days	Hours	Rate	Extension
1	Site Supervisor	M-F	40	\$31.09	\$1,243.60
1	Officer	M-F	40	\$27.16	\$1,086.40
1	Extend Officer	M-F	40	\$27.17	\$1,086.40
2	Officers	M-F	80	\$28.74	\$2,299.20
2	Officers	Sat	23	\$27.16	\$624.68
TOTALS					\$6,340.28

Berkeley City College Annex (Berkeley, CA)

Qty	Position	Days	Hours	Rate	Extension
1	Officer	M-F	40	\$27.16	\$1,086.40
1	Extend Officer	M-F	40	\$27.17	\$1,086.40
1	Officer	M-F	30	\$28.74	\$862.20
TOTALS					\$3,035.00

Laney College (Oakland, CA)

Qty	Position	Days	Hours	Rate	Extension
3	Officer	Sat-Sun	24	\$27.16	\$651.84
3	Officer	Sat-Sun	24	\$28.74	\$689.76
3	Officer	M-Sun	168	\$28.74	\$4,828.32
TOTALS					\$6,169.92

Merritt College (Oakland, CA)

Qty	Position	Days	Hours	Rate	Extension
1	Officer	Sat-Sun	16	\$27.16	\$434.56
1	Officer	Sat-Sun	16	\$28.74	\$459.84
TOTALS					\$894.40

College of Alameda (Alameda, CA)

Qty	Position	Days	Hours	Rate	Extension
1	Officer	Sat-Sun	16	\$27.16	\$434.56
1	Officer	Sat-Sun	16	\$28.74	\$459.84
TOTALS					\$894.40

PCCCD Roving Supervisor with vehicle **ADD Account Manager/Patrol Supervisor M-F**

Qty	Position	Days	Hours	Rate	Extension
1	Acct Mgr/Supr	M-F	40	\$34.00	\$1,360.00
1	Officer	Sat-Sun	16	\$32.88	\$526.08
1	Officer	Sat-Sun	16	\$32.88	\$526.08
TOTALS					\$2,412.16

Atlantic Science Lab & Oakland Hangar

Qty	Position	Days	Hours	Rate	Extension
1	Officer	Sat-Sun	16	\$27.16	\$434.56
1	Officer	Sat-Sun	16	\$28.74	\$459.84
TOTALS					\$894.40

WEEKLY/ANNUAL BUDGET

Berkeley City College (Berkeley, CA)

Weekly	Annual
\$6,340.28	\$329,694.56

Berkeley City College Annex (Berkeley, CA)

Weekly	Annual
\$3,035.00	\$157,820.00

Laney College (Oakland, CA)

Weekly	Annual
\$6,169.92	\$320,835.84

Merritt College (Oakland, CA)

Weekly	Annual
\$894.40	\$46,508.80

College of Alameda (Alameda, CA)

Weekly	Annual
\$894.40	\$46,508.80

PCCCD Roving Supervisor with vehicle

Atlantic Science Lab & Oakland Hangar

Weekly	Annual		Weekly	Annual
\$2,412.16	\$125,432.32		\$894.40	46,508.80

NEW GRAND TOTAL 2019-2020 FISCAL YEAR: \$1,073,309.12

Fiscal Year #2 - 2020-21

RFP No.: 19-20/03 District-Wide Security Guard Services

Berkeley City College (Berkeley, CA)

Qty	Position	Days	Hours	Rate	Extension
1	Site Supervisor	M-F	40	\$32.01	\$1,280.40
1	Officer	M-F	40	\$28.30	\$1,132.00
1	Officer	M-F	40	\$28.30	\$1,132.00
2	Officers	M-F	80	\$30.75	\$2,460.00
2	Officers	Sat	23	\$28.30	\$650.90
TOTALS					\$6,655.30

Berkeley City College Annex (Berkeley, CA)

Qty	Position	Days	Hours	Rate	Extension
1	Officer	F-F	40	\$28.30	\$1,132.00
1	Officer	M-F	40	\$28.30	\$1,132.00
1	Officer	M-F	30	\$30.75	\$922.50
TOTALS					\$3,186.50

Laney College (Oakland, CA)

Qty	Position	Days	Hours	Rate	Extension
3	Officer	Sat-Sun	24	\$28.30	\$679.20
3	Officer	Sat-Sun	24	\$30.75	\$738.00
3	Officer	M-Sun	168	\$30.75	\$5,166.00
TOTALS					\$6,583.20

Merritt College (Oakland, CA)

Qty	Position	Days	Hours	Rate	Extension
1	Officer	Sat-Sun	16	\$28.30	\$452.80
1	Officer	Sat-sun	16	\$30.75	\$492.00
TOTALS					\$944.80

College of Alameda (Alameda, CA)

Qty	Position	Days	Hours	Rate	Extension
1	Officer	Sat-Sun	16	\$28.30	\$452.80
1	Officer	Sat-Sun	16	\$30.75	\$492.00
TOTALS					\$944.80

PCCCD Roving Supervisor with vehicle - ADD Account Manager/Patrol Supervisor M-F

Qty	Position	Days	Hours	Rate	Extension
1	Act Mgr/Super	M-F	40	\$35.36	\$1,414.40
1	Officer	Sat-Sun	16	\$34.11	\$545.76
1	Officer	Sat-Sun	16	\$34.11	\$545.76
TOTALS					\$2,505.92

Atlantic Science Lab & Oakland Hangar

Qty	Position	Days	Hours	Rate	Extension
1	Officer	Sat-Sun	16	\$28.30	\$452.80
1	Officer	Sat-Sun	16	\$30.75	\$492.00
TOTALS					\$944.80

WEEKLY/ANNUAL BUDGET

Berkeley City College (Berkeley, CA)

Weekly	Annual
\$6,655.30	\$346,075.60

Berkeley City College Annex (Berkeley, CA)

Weekly	Annual
\$3,186.50	\$165,698.00

Laney College (Oakland, CA)

Weekly	Annual
\$6,583.20	\$342,326.40

Merritt College (Oakland, CA)

Weekly	Annual
\$944.80	\$49,129.60

College of Alameda (Alameda, CA)

Weekly	Annual
\$944.80	\$49,129.60

PCCCD Roving Supervisor with vehicle

Atlantic Science Lab & Oakland Hangar

Weekly	Annual		Weekly	Annual
\$2,505.92	\$130,307.84		\$944.80	\$49,129.60

NEW GRAND TOTAL 2020-2021 FISCAL YEAR: \$1,131,796.64

Fiscal Year #3 - 2021-2022

RFP No.: 19-20/03 District-Wide Security Guard Services

Berkeley City College (Berkeley, CA)

Qty	Position	Days	Hours	Rate	Extension
1	Site Supervisor	M-F	40	\$33.08	\$1,323.20
1	Officer	M-F	40	\$29.89	\$1,195.60
1	Officer	M-F	40	\$29.89	\$1,195.60
2	Officers	M-F	80	\$32.85	\$2,628.00
2	Officers	Sat	23	\$29.89	\$687.48
TOTALS			40		\$7,029.88

Berkeley City College Annex (Berkeley, CA)

Qty	Position	Days	Hours	Rate	Extension
1	Officer	F-F	40	\$29.89	\$1,195.60
1	Officer	M-F	40	\$29.89	\$1,195.60
1	Officer	M-F	30	\$32.85	\$985.50
TOTALS					\$3,376.70

Laney College (Oakland, CA)

Qty	Position	Days	Hours	Rate	Extension
3	Officer	Sat-Sun	24	\$29.89	\$717.36
3	Officer	Sat-Sun	24	\$32.85	\$788.40
3	Officer	M-Sun	168	\$32.85	\$5,518.80
TOTALS					\$7,024.56

Merritt College (Oakland, CA)

Qty	Position	Days	Hours	Rate	Extension
1	Officer	Sat-Sun	16	\$29.89	\$478.24
1	Officer	Sat-Sun	16	\$32.85	\$525.60
TOTALS					\$1,003.84

College of Alameda (Alameda, CA)

Qty	Position	Days	Hours	Rate	Extension
1	Officer	Sat-Sun	16	\$29.89	\$478.24
1	Officer	Sat-Sun	16	\$32.85	\$525.60
TOTALS					\$1,003.84

PCCCD Roving Supervisor with vehicle - **ADD Account Manager/Patrol Supervisor M-F**

Qty	Position	Days	Hours	Rate	Extension
1	Act mgr/Super	M-F	40	\$36.77	\$1,470.80
1	Officer	Sat-Sun	16	\$36.51	\$584.16
1	Officer	Sat-Sun	16	\$36.51	\$584.16
TOTALS					\$2,519.12

Atlantic Science Lab & Oakland Aviation Hangar

Qty	Position	Days	Hours	Rate	Extension
1	Officer	Sat-Sun	16	\$29.89	\$478.24
1	Officer	Sat-Sun	16	\$32.85	\$525.60
TOTALS					\$1,003.84

WEEKLY/ANNUAL BUDGET

Berkeley City College (Berkeley, CA)

Weekly	Annual
\$7,029.88	\$365,553.76

Berkeley City College Annex (Berkeley, CA)

Weekly	Annual
\$3,376.70	\$175,588.40

Laney College (Oakland, CA)

Weekly	Annual
\$7,024.56	\$365,277.12

Merritt College (Oakland, CA)

Weekly	Annual
\$1,003.84	\$52,199.68

College of Alameda (Alameda, CA)

Weekly	Annual
\$1,003.84	\$52,199.68

PCCCD Roving Supervisor with vehicle

Atlantic Science Lab & Oakland Hangar

Weekly	Annual		Weekly	Annual
\$2,519.12	\$130,994.24		\$1,003.84	\$52,199.68

NEW GRAND TOTAL 2021-2022 FISCAL YEAR: \$1,193,946.56

Total Compensation for Three Year Contract: \$3,399,052.32

PCCD Holidays

Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Day After Thanksgiving
Christmas Eve - observance
Christmas Day - observance
Holiday Closures
New Year's Eve - observance
New Year's Day - observance
Dr. Martin Luther King, Jr. Day
Lincoln's Birthday Day - observance
Washington's Birthday - observance
Cesar Chavez Day - observance
Malcolm X Birthday – observance
Memorial Day

Exhibit B

Hourly Rates

POSITION	FISCAL YEAR #1 2019-20 BILL RATE	FISCAL YEAR #2 2020-21 BILL RATE	FISCAL YEAR #3 2021-22 BILL RATE
SECURITY OFFICER	\$27.16	\$28.30	\$29.89
SITE SUPERVISOR	\$31.09	\$32.01	\$33.08
NIGHT-SHIFT DIFFERENTIAL	\$28.74	\$30.75	\$32.85
ROVING SUPERVISOR WITH VEHICLE	\$32.88	\$34.11	\$36.51
Overtime	\$38.72	\$40.04	\$42.01
Holiday	\$38.72	\$40.04	\$42.01

Exhibit C
PCCD Holidays

Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Day After Thanksgiving
Christmas Eve - observance
Christmas Day - observance
Holiday Closures
New Year's Eve - observance
New Year's Day - observance
Dr. Martin Luther King, Jr. Day
Lincoln's Birthday Day - observance
Washington's Birthday - observance
Cesar Chavez Day - observance
Malcolm X Birthday – observance
Memorial Day

Exhibit D

Additional Terms for Term of Independent Contractor Agreement

1. Contractor shall adhere to the following Workplan and Transition provisions set forth in its October 8, 2019 Response to Request for Proposal:
 - a. Recruitment
 - b. Developing Guards
 - c. Training Methodology
 - d. Tracking Guards
 - e. Guard Performance Evaluations
 - f. Guard Discipline
 - g. Displaced Worker Protection
 - h. Employment Practices and Policies
 - i. Social Responsibility – Displaced Worker Protection

These provisions are set forth in the following "Exhibit D-1" attached hereto and are hereby incorporated into this Agreement.

2. Constructive Dialogue
 - a. Quarterly meetings. Contractor and a Vice Chancellor (or designees) will meet quarterly to review any complaints or issues with services that may arise during the course of the year. The District will make efforts to check in at each campus to determine if there are any complaints regarding Contractor's employees or services provided and to discuss any security issues impacting campuses or ways to improve campus climates.
 - b. Once per year, at a time mutually agreed upon by Contractor and the District, Contractor will prepare a report to the Governing Board about their efforts to develop on-campus relationships with student and faculty groups.
3. Cultural Competency Training
 - a. After the quarterly review of data, complaints and incident reports, if any, the District may suggest that security guards serving the District could benefit from cultural competency training. If so suggested, the District will provide such training. The training will be conducted on paid District time and the curriculum may be reviewed by the Contractor prior to the training being offered.
4. Evaluation/Assessment

- a. As partners in a security network that includes sworn officers, unsworn private security, and student monitors, the District and Contractor recognize that mutually beneficial feedback is useful for both parties. The District shall meet with Contractor at the mid-point of the contract (not later than the second board meeting in January) to review and evaluate services provided and will seek input from Contractor or its designee about the partnership between the District and Contractor.
- b. The District will be conducting a Districtwide needs assessment and survey about the quality and needs related to security services throughout the District. Contractor will be invited to provide input in the needs assessment process.

Exhibit D-1

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Workplan and Transition

Recruitment

Recruitment Sources

A1 Protective Services, Inc. utilizes the following resources when recruiting officers;

- A. Relationships with local hiring agencies
- B. Displaced Workers Program
- C. AES Training Academy
- D. Collegiate Recruitment
- E. Local Canvassing (including the Administration of Justice Program within the Peralta Community College system)

A. Local Hiring Agencies - For over a decade, A1 has developed community relationships with local hiring organizations such as First Source, City Build, Mission Hiring Hall, Young Community Developers, Southeast Community College Campus, Chinatown Community Development Center, and others. A1 relies heavily on these community-based organizations to send us qualified licensed security officers, ready to work.

B. Displaced Workers Program - In 2016, A1 adopted the City of San Francisco's Displaced Workers Ordinance as a companywide policy. Upon contract award, we work closely with our clients to identify officer's worth retaining. Once determined, we offer employment, screen and train incumbents' personnel before giving the officer priority shift selection.

C. AES Academy - A.E.S Academy is A1 Protective's subsidiary organization licensed by BSIS to offer specialized training courses and guard card licensing. Offering the guard card-licensing course gives A1 an advantage when it comes to recruiting new officers. Primarily, because we are able to identify and retain the top students. Through A.E.S Academy, we provide, to our personnel, annual recertification courses.

D. Collegiate Recruitment Program - A1 not only utilizes first source hiring programs, but we put our "boots on the ground" and recruit from local college campuses. A1 makes "good faith efforts" by advertising training and employment opportunities to these educational institution's career centers, job referral groups, and announcement boards. This recruitment practice helps to ensure guard competence and understanding of basic policies and procedures. Targeted campuses are:

- San Francisco City College
- San Francisco State University
- Academy of Arts University
- Golden Gate University
- Southeast Community College Campus
- Peralta Community College District



E. Local Canvassing - A1's long-standing general practice is to recruit, hire, and train security officers who reside within a 5-7-mile radius of a perspective job site. When selecting guards, A1's Human Resource Department reviews the officer's home address in relation to the site address, and the guard's skill level to determine if they will be a suitable fit for the site. If appropriate, the officer is then assigned. This

E. Local Canvassing

Practice increases realistic retention percentages. We have learned hiring guards who reside and work within their community lessens their commute time thereby saving the officer money, improving their quality of life and builds a sense of pride within the officer by working within their community.

Selection

A1 Protective retains applicants who are knowledgeable in industry practices and certain skills in interacting with diverse communities. Our administration utilizes multiple sources when conducting pre-employment screenings. These sources are:

The BSIS Certification Database

Routine compliance checks are conducted on a monthly basis, notifying our officers of upcoming infractions, six months prior to expiration.

Employers Investigative Services

A1 contracts with Employers Investigative Services (www.eischecks.com) to conduct background checks. EIS has an instant turnaround time and verifies; Employment References, Character References, Gaps in Employment, and Address Verifications.

Quest Diagnostics

Quest Diagnostics is our third-party provider for applicant drug testing. Quest is a certified agency that handles specimen validity testing. We rely on their services to ensure our officers are drug free.

Once an officer successfully completes each phase of pre employment screening, they are invited to orientation and training classes.

Employee Incentives

Over the years, A1 has success in attracting guards through:

Competitive Pay and Benefits

Medical and Dental (vision included) Kaiser Permanente & Delta Dental (Family Coverage Avail.) Sick Leave (accrual basis), Vacation company policy program & Contractual Program, Retirement Plan with Edward & Jones Employee IRA Plan.

Incentive Programs

i.e. promote from within ranks, Guard of the Year awards, bonuses, etc.)

Hiring Practices

Working close to their homes.



Employee Incentives

Direct access to senior management.

A1 is a mid-size firm whereas most guards prefer working for companies of this size because their needs can be addressed quicker. Guards go through less bureaucracy and management layers to get feedback from senior management.

Developing Guards

Development and Promotion

Two - Thirds (2/3) of our senior management are individuals who began employment with A1 as security officers. Through annual evaluations, we are able to identify security officers who go beyond their duties and display strong work ethics. As a reward, these individuals are promoted to higher positions within the company.

These promotional positions include; Patrol Drivers/Rovers, Field Patrol Supervisors, Schedulers, Dispatchers, and Field Operations Managers. We've learned that promoting from within helps not only to develop our officers, but it builds confidence within our guards.

Not only do we promote internally, but we invest in guard development by converting our median profit margins into operational expenditures. We do this by providing ongoing training and reimbursement for personnel who receive additional licenses, certifications, and management training. We feel the return for investment is reflected in our officers' work ethic and stature. Ultimately, enhancing delivery of services to our clients.

Retaining Employees

In a work industry that has high turnover rates, employee retention is key. Through our employee incentives, we are able to reduce workforce variation, maintain integrity, client and employee satisfaction. A listing of these employee incentives can be found in Section 4.1.4 Employee Incentives.

Escalation Procedures

In addition to the regularly assigned security personnel, A1 maintains an On-call roster of 30-40 security officers, at all times. This roster is broken down into a matrix that lists their availability. Dispatch is able to locate guards and schedule them immediately. Not to mention, A1 offers to all our clients two field patrol supervisors at no additional costs. Rovers are personnel who are licensed trained Security Guards able to be dispatched to a site in the event of an emergency.

Retention

A1 Protective prides ourselves on being a mid-size firm. Being mid-sized gives us multiple advantages over large nationwide firms and small local firms. We focus our efforts on serving a select clientele, locally, rather than trying to consume contracts all over the nation. A1 employs 180 officers nationwide. Within the last six months 15 officers have resigned. 17 officers have been terminated for non-adherence to policies and procedures .



Tenured Guards

A1 is proud to list the following personnel as our longest tenured officers. Some of which who are currently in managerial positions within the company.

1. Henry Johnson (2002) -**16 years** Site Lead Security Officer
2. Timothy Compton (2002) - **16 years** Armed Security Officer
3. Patrick Norman, Lieutenant (2003) - **15 years** Senior Field Patrol Supervisor
4. Angela Murff, Captain (2005)-**13 years** Field Ops Manager, Supervisor Training Officer
5. Terrance Hands, Captain (2008) **10 years** Field Operations Manager

Training Methodology

A1 Protective Services' training program not only meets industry standards, but also is tailored towards meeting your needs. A1 has the experience and ability to service transient populations. Upon hire, guards undergo extensive training that involves videos, role-play, testing, and completion of student handbooks issued by our BSIS certified training program, A.E.S Academy. We understand and acknowledge compassion, sensitivity, and sensibility is required when engaging individuals with socio-economic challenges, mental disabilities, and/or drug dependencies.

Training Programs

Our Director of Security, Ms. Paula Jones (owner of A.E.S. Training Academy) is certified by the Department of Consumer Affairs, Bureau of Investigative Services to teach and instruct in all areas of security within the states of ; California, Arizona and Nevada. We provide additional training to our security personnel, supervision, and management when taking on *these* types of accounts.

A.E.S. Training Academy allows A1 Protective to fulfill customized training requests, surge requirements, periodical refreshers, and the need for onsite recruitment. If awarded, refresher training is mandatory of retained incumbent personnel. This method ensures consistency in procedures and the application thereof. Our multifaceted training modules consist of:

- i. Orientation (Policies & Procedures)
- ii. PSTN Online Training, Instruction and Handbooks
- iii. Required Areas of Training (12 Series Segments including Role Play)
- iv. Additional Areas of Training (CPR, Weapons of Mass Destruction, etc.)
- v. Client Request (s)
- vi. Periodic Refresher Training



A1 Protective Services' offers added value curriculum, which consists of:

Injury and Illness Prevention Program
Crossing Guard Training Program
Psychiatric Emergency Response
Tactical Defense Techniques and Administration

Officers receive 40 hours of mandated training prior to employment, an additional 8 hours of field training and 8 hours of recurring annual training. Training of all newly hired employees includes orientation, policy indoctrination, and intensive training on performance standards. Prior to assignment, employees are assessed for social adjustment and rational intelligence. We aim to assign guards who either are a descendant of or can relate to the cultural environment and demographics of your locations.

Training Location

A1 hosts all of our training courses out of our headquarters office in San Francisco. Field Operation Managers, Captain Hands and Murff provide training.

Training Materials

Security Officers are issued two training manuals. Supervisors are issued additional literature. Further training materials are provided by contract training sources including California Employer Resources, LLC – a City of San Francisco approved training using CALSAGA updated training materials and protocols.

Recurrent Training

Field Operation Managers administer recurrent training on a biannual basis (every 6 months). Recurrent training consists of watching refresher training videos (Conflict Resolutions, Sexual Harassment, Violence in the workplace, and Weapons of mass Destruction), testing on the previously stated topics , Completion of a security officer handbook and field training at their assigned site.

Training Tracking

A1 Protective has a three-step training verification process for all officers employed. Upon hire, the Quality Control Director verifies references, and statements of experience, telephonically or through facsimile. Once verified, guards undergo training that involves; videos, role-play, testing, and student handbooks .Officers are then issued a certificate of completion. Immediately following, a training affidavit is sent to the client's liaison.

Two hours prior to commencement of their first shift, a roving supervisor trains the guard on POST orders and any special requests. At that time both Supervisor and Field Officer, sign a training verification slip. When it is time for the officer to begin their assigned shift, the Supervisor calls on duty with the guard, verifying completion of on-the job training.

Then and only then, is the officer allowed to start working. The supervisor returns the training verification slip, to the respective office, to be filed. An on the job training affidavit is created and sent to the client no later than twenty-four hours post deliverance of verification slip. Sample training manuals and forms are included within Attachment B.



Tracking Guards

Administrative Procedures and Controls

In addition to having a supervisor appear on site, each shift, every day, the administration of A1 utilizes technology systems to track our mobile work forces. We use three tracking softwares: BCS, Silvertracs and Detex. Silvertracs is installed on each rover's cell phone. Silvertracs is a GPS based software that allows for electronic reporting. Detex is RFID based with checkpoint tags and wands (Proximity Badging). BCS is a Telephone Time Clock System specially designed to provide timekeeping for remote employees. At the conclusion of the week, reports are downloaded and sent to each of our clients detailing the exact dates and times clock ins and patrols were administered.

Through the SilverTrac protocol, detailed reports are generated through programmable token systems used with Smartphones. The platform is programmed with each checkpoints' post order and the officer is reminded – right from the phone in hand-what the key aspect of each checkpoint is. The system provides metrics which can be submitted to the Cleary compliance officer as a supportive tool for the annual report.

Monitoring Attendance

A1 uses all three previously stated softwares to verify security attendance, officer patrols, ensure contract compliance and invoice accuracy. BCS notification software enables guards to call on duty, with an individualized ID number via telephone. After calling on, guards are then required to sign a physical attendance sheet and swipe their Detex wand at the main proximity checkpoint. If a guard fails to call on duty at their scheduled time, A1 Dispatch and field supervisors are alerted on company issued cell phones, within 5 minutes of AWOL status.

Through Silvertracs, our management teams can determine the amount of time a person or vehicle has spent at a particular location. Detex allows us to monitor officer activities on site by sending reminders to both guard and roving supervisor to begin foot or roving patrols. In the event a checkpoint is not activated by a Detex wand at the specified time, the Detex software sends a notification to the scheduler and field operations manager, via text and email.

Guard Performance Evaluations

Standards of Conduct

A1 Protective officers are expected to meet the professional needs of the client. They do this by;

- Conducting themselves in an exemplary fashion,
- Maintaining confidentiality,
- Keeping the workplace safe and secure,
- Dressing appropriately,
- Enforcing the rules,
- Maintaining a good rapport with others, ● Performing their duties competently; ● and displaying ethical behavior.



Security officers are required to cooperate with law enforcement whenever they are asked to, to refuse any tips or bonuses not sanctioned by the company, and to maintain confidentiality about any sensitive client information, even after they stop working for that client.

Employee Evaluations

A1 prides ourselves on how we train our officers and motivate them to perform to the best of their abilities. We have developed an evaluation program to measure a guard's performance in a variety of categories. Guards who consistently rank highly in the evaluation are rewarded with gift cards , and other incentives. The process, in which we use, has enhanced both the professionalism and the work ethic of our workforce. We evaluate our employees based upon eight categories: Reports, Procedures, Knowledge, Appearance, Cleanliness, Attitude, Public Relations, and Dedication.

Frequency of Evaluations

Guards undergo random site checks by supervisors on a daily basis. Security officers are assessed biannually, for corrective measures, improvements and wage increases. Frequencies of evaluations are open for negotiation with client at any time during the duration of the contract.

Evaluation Factors

These evaluative categories are designed to give management concrete information about their performance and illuminate any areas that require improvement.

Category 1: Reports

Considering that the security manager makes important decisions based on the information provided by guards in their reports, the accuracy of these reports is crucial. Each guard is evaluated on his or her ability to take notes in an effective manner and transcribe those notes into a clear, understandable report.

Category 2: Procedures

Guards must be proficient in their site's security procedures. The security manager evaluates each guard on his or her knowledge of the procedures and on how well procedures are followed in various situations. For this part of the evaluation, guards are quizzed on various entrance and exit controls, use of radios, patrol techniques, CCTV protocols, traffic and parking rules.

Category 3: Knowledge

Guards must be familiar with the physical layout of the facility they secure. For the evaluation, officers must recite and explain the emergency plans, operational procedures, and services offered by the client at their facility. The guard must also be able to guide a visitor through the facility verbally and physically. Officer must know where to find a fire extinguisher and the emergency exits as well as the central fire alarm, water pump, electrical panel, and emergency phone numbers. This knowledge is measured by going over a checklist with each guard. In addition, guards are expected to know staff members. Guards are given a group of staff photos and asked to identify them by last name and department.

Category 4: Appearance

In general, the best security guards care about their appearance and present themselves in a professional way. The uniform is part of the evaluation and is considered part of the equipment that guards require to perform their job appropriately.

Category 5: Cleanliness

This category refers both to personal hygiene and to how the officer maintains his or her working environment. In the evaluation, supervisors look to see if guards have immediate access to equipment, reports, and any other necessary items. They also determine whether the working environment is clean and organized.

Category 6: Attitude

A positive attitude is an indispensable element in the behavior of a guard; therefore, it is a necessary part of the evaluation process. Supervisors are asked to measure the attitude of each guard during each shift. For example, supervisors note a guard's opinion of others, sense of responsibility, and ability to accept criticism. Other factors that may come into play are whether a guard is prone to complaining and whether he or she can admit mistakes.

Category 7: Public Relations

In the security, industry guards act as public relation representatives for both A1 and our clients. On a sliding scale through ten, the evaluating supervisor is asked to determine whether guards are representing our organization in a desirable manner by measuring cooperation, the ability to work as a team, discreet enforcement of authority, and self-control.

Category 8: Dedication

To evaluate the dedication of a guard, we measure punctuality, and attention to daily tasks.

Terminating an Officer

During the hiring process, employees are mandated to sign an at-will employment acknowledgement. If an officer has not performed satisfactorily in any of the above evaluative categories steps toward corrective actions and/or termination are taken.

The order in which infractions escalate are as follows:

1. Oral Warning,
2. (2) Written Warnings
3. Suspension
4. Removals from Post
5. Termination

Termination Procedures are listed below.

- Notify Guard of Conference with Quality Director
- Review Past Performance, evaluations and/or written reprimands
- Take into consideration nature of circumstance , complaint or deficiency
- If warranted , we terminate in person or via certified mail



Guard Discipline

Guard Complaints All issues, concerns, complaints, deficiencies, etc., are handled through A1's Quality Control Plan. The Quality Control Plan is administered as following:

1. Complaints are received are IMMEDIATELY (same day) forward to Field Operations Manager and/or Quality Control Director.
2. Senior Manager/Director reviews complaint and IMMEDIATELY responds to complainant/client within 24 hours acknowledging receipt of complaint.
3. The complaint is documented in the form of a written reprimand.
4. Complaint is thoroughly examined/reviewed, and plan of corrective action developed.
5. Officer is then contacted by Ops Manager and/or Field Patrol Supervisor (depending on the nature of the complaint) in order to resolve issues and implement corrective action plan.
6. Once all completed the written complaint / reprimand, including action taken is finalized and placed in the employee's personnel file. ALL EMPLOYEE FILES ARE KEPT FOR 7 YEARS AFTER FROM THE DATE OF THE END OF EMPLOYMENT

Reporting and Documentation

A key component of the Quality Control Plan is the A1 Field Operations "Work Ethic" Logbook. This logbook is a spreadsheet to track and log various lesser offenses and/or deficiencies by an individual officer. All Field Supervision personnel uses this tool daily to log and track individual officer's efforts and capabilities. Examples of topics tracked:

- How many times an officer calls-off work (excused or unexcused)
- How many days/times an officer is late to post
- Is the officer available and accepts shifts when called
- Is officer determined to be go fit for a particular site/post
- Is the officer properly completing Post Order duties (i.e. writing reports, completing rounds, etc.)

Corrective Actions

All officer disciplinary measures are first documented in the form of a written reprimand (either handwritten and/or electronically) by a Field Patrol Supervisor, Operations Manager, and/or other Senior Manager (i.e. QA/QC Director). All reprimands require one-on-one meeting with Senior Field Manager and the officer to do the following:

1. Thoroughly examine the issue
2. Address the matter and/or deficiency
3. Take corrective action.

Written reprimands are administered in the following manner:

- 1st write-up : verbal and/or written warning
- 2nd write-up : 2-3 suspension / retraining
- 3rd write-up : possible removal from post or site reassignment - 4th write-up : possible termination.



A1 Protective's' Correction Action Plan involves:

1. Identifying the problem / deficiency
2. Develop corrective measures (removal, suspension, client/guard mediation)
3. Retraining of an officer by Field Patrol Supervisor or Ops Manager
4. Examine and review retraining to ensure officer compliance
5. document retraining and filed in personnel record

Social Responsibility – Displaced Worker Protection

Transitioning Displaced Workers One of A1 Protectives' primary methods of recruitment is through incumbent personnel. Prior to contract start, A1 will survey your sites and offer employment to all guards currently working. If the client has a special request for an individual, with your approval, we match or exceed their current wage rate and begin onboarding. All incumbent personnel must undergo the same screening process as any new hire, as well as complete our multifaceted training academy. Training typically takes two days. During this time, incumbent personnel will be substituted with a roving A1 supervisor until completion of courses. A1's Displaced Worker Program typically retains 35% - 55% of the workforce, at each site we acquire. If a guard is offered employment, accepts offer, but is not requested by client , we simply retrain that officer at a different site, for a different customer.

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing satisfactory proof to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Date: _____

Name of Consultant: _____

Signature: _____

Print Name and Title: _____

(In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any Services under this Agreement.)

Services cannot be rendered until all documentation is submitted and final approval is received.