

**CITY OF COSTA MESA
PROFESSIONAL SERVICES AGREEMENT
WITH
LYONS SECURITY SERVICE, INC.**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 1st day of July, 2019 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and LYONS SECURITY SERVICE, INC., a California corporation ("Contractor").

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Contractor as an independent contractor to provide unarmed security guard services, as more fully described herein; and

B. WHEREAS, Contractor represents that it has that degree of specialized expertise contemplated within California Government Code section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. WHEREAS, City and Contractor desire to contract for the specific services described in Exhibit "A" and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. WHEREAS, no official or employee of City has a financial interest, within the provisions of sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONTRACTOR

1.1. Scope of Services. Contractor shall provide the professional services described in the Scope of Work, attached hereto as Exhibit "A," and Contractor's Proposal, attached hereto as Exhibit "B," both incorporated herein by this reference. Contractor shall provide such services as requested and directed by the City.

1.2. Schedule of Performance. Contractor shall provide unarmed security guard services in accordance with the schedule agreed upon by City and Contractor. City may change the schedule upon seven (7) days' written notice to Contractor.

1.3. Professional Practices. All professional services to be provided by Contractor pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional Contractors in similar fields and circumstances in accordance with sound professional practices. Contractor also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Contractor's performance of this Agreement.

1.4. Performance to Satisfaction of City. Contractor agrees to perform all the work to

the complete satisfaction of the City and within the hereinafter specified. Evaluations of the work will be done by the City Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Contractor to review the quality of the work and resolve the matters of concern;
- (b) Require Contractor to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.5. Warranty. Contractor warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Contractor shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Contractor's performance under this Agreement.

1.6. Non-Discrimination. In performing this Agreement, Contractor shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status, except as permitted pursuant to section 12940 of the Government Code.

1.7. Non-Exclusive Agreement. Contractor acknowledges that City may enter into agreements with other Contractors for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.8. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Contractor may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Contractor's sole cost and expense.

1.9. Confidentiality. Employees of Contractor in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Contractor covenants that all data, documents, discussion, or other information developed or received by Contractor or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Contractor without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Contractor's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Contractor shall be paid in accordance with the fee schedule set forth in Exhibit A. Contractor's annual compensation shall not exceed Two Hundred Fifty-Five Thousand Dollars (\$255,000.00).

2.2. Additional Services. Contractor shall not receive compensation for any services provided outside the scope of services specified in the Contractor's Proposal unless the City or the Project Manager for this Project, prior to Contractor performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Contractor may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Contractor's services which have been completed to City's sole satisfaction. City shall pay Contractor's invoice within thirty (30) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Contractor's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times from the Effective Date until three (3) years after termination of this Agreement.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of two (2) years, ending on June 30, 2021, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. This Agreement may be extended by three (3) additional one (1) year periods upon mutual written agreement of both parties.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Contractor. The termination of this Agreement shall be deemed effective upon receipt of the notice of

termination. In the event of such termination, Contractor shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3. Compensation. In the event of termination, City shall pay Contractor for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Contractor.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Contractor in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Contractor, at no cost to City. Any use of uncompleted documents without specific written authorization from Contractor shall be at City's sole risk and without liability or legal expense to Contractor.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Contractor shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California. Contractor agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Contractor for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.
- (d) Professional errors and omissions ("E&O") liability insurance with policy

limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Contractor shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Contractor pursuant to its contract with the City; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; automobiles owned, leased, hired, or borrowed by the Contractor."
- (b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."
- (c) Other insurance: "The Contractor's insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.
- (e) 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.

5.3. Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. Contractor shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance shall be attached hereto as Exhibit "C" and incorporated herein by this reference.

5.5. Non-Limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Contractor may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Manager or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Contractor shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Contractor called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Contractor in the performance of this Agreement.

Contractor shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Contractor or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: (a) at the time of delivery if such communication is sent by personal delivery, and (b) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONTRACTOR:

Lyons Security Service, Inc.
P.O. Box 18955
Anaheim, CA 92817
Tel: (949) 298-6859
Attn: Nicholas Guidice

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Tel: (714) 754-7540
Attn: Yvette Aguilar

Courtesy copy to:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Attn: Finance Dept. | Purchasing

6.5. Drug-Free Workplace Policy. Contractor shall provide a drug-free workplace by complying with all provisions set forth in City's Council Policy 100-5, attached hereto as Exhibit

"D" and incorporated herein by reference. Contractor's failure to conform to the requirements set forth in Council Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

6.6. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

6.8. Assignment. Contractor shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Contractor's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Contractor of Contractor's obligation to perform all other obligations to be performed by Contractor hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless. Contractor agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Contractor's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the performance of the Contractor, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Contractor, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Contractor, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon the work performed by the Contractor, its employees, and/or authorized subcontractors under this Agreement, whether or not the Contractor, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Contractor shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Contractor's Proposal, which shall be of no force and effect.

6.10. Independent Contractor. Contractor is and shall be acting at all times as an independent contractor and not as an employee of City. Contractor shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Contractor shall secure, at its sole expense, and be responsible for any and

all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Contractor and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Contractor shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Contractor further agrees to indemnify and hold City harmless from any failure of Contractor to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Contractor under this Agreement any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.11. PERS Eligibility Indemnification. In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.12. Cooperation. In the event any claim or action is brought against City relating to Contractor's performance or services rendered under this Agreement, Contractor shall render any reasonable assistance and cooperation which City might require.

6.13. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Contractor or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Contractor agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Contractor. City shall indemnify and hold harmless Contractor from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Contractor. Contractor shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

6.14. Public Records Act Disclosure. Contractor has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Contractor, or any of its subcontractors,

pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code section 6254.7, and of which Contractor informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.15. Conflict of Interest. Contractor and its officers, employees, associates and subcontractors, if any, will comply with all conflict of interest statutes of the State of California applicable to Contractor's services under this agreement, including, but not limited to, the Political Reform Act (Government Code sections 81000, *et seq.*) and Government Code section 1090. During the term of this Agreement, Contractor and its officers, employees, associates and subcontractors shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Contractor is not currently performing work that would require Contractor or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.16. Responsibility for Errors. Contractor shall be responsible for its work and results under this Agreement. Contractor, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Contractor occurs, then Contractor shall, at no cost to City, provide all necessary design drawings, estimates and other Contractor professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.17. Prohibited Employment. Contractor will not employ any regular employee of City while this Agreement is in effect.

6.18. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.19. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.20. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Contractor and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.21. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.22. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.23. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.24. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.25. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.26. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.27. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

[Signatures appear on following page.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CONTRACTOR

Kathleen Guidice
Signature

Date: 6.25.19

Kathleen Guidice - President
[Name and Title]

[REDACTED]
Social Security or Taxpayer ID Number

CITY OF COSTA MESA

Lois Ann Farrell Harrison
~~Tamara LeBourneau~~ LOIS ANN FARRELL HARRISON
Acting City Manager

Date: 7/8/19

ATTEST:

Brenda Green 7/9/19
Brenda Green
City Clerk



APPROVED AS TO FORM:

[Signature]
Kimberly Hall Barlow
City Attorney

Date: 7/13/19

APPROVED AS TO INSURANCE:

[Signature]
Ruth Wang
Risk Management

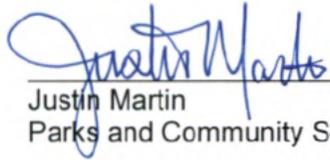
Date: 6/27/19

APPROVED AS TO CONTENT:

Yvette E. Aguilar
Yvette Aguilar
Project Manager

Date: 07/01/19

DEPARTMENTAL APPROVAL:


Justin Martin
Parks and Community Services Director

Date: 6/28/19

APPROVED AS TO PURCHASING:


Kelly Telford
Finance Director

Date: 7/3/19

EXHIBIT A
SCOPE OF WORK

**SCOPE OF WORK
FOR
UNARMED SECURITY GUARD SERVICES**

Unless otherwise directed by City, the professional security guard service provider shall actively patrol the Lions Park area, on a 24 hour, seven days a week, including holidays, rain or shine schedule.

All professional services are to be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional Contractors in similar fields and circumstances. The Security Officer shall be present at all times. Lunches and breaks will need to have the proper coverage. The patrolling of the area shall be supplemented with a Segway or other similar motorized vehicle, to actively deter illegal activity. The maintenance, fuel and/or vehicle charging will be the responsibility of the vendor. The selected vendor shall provide daily reports to City staff describing their daily activity, observations and interactions with the public. The selected vendor will have significant expertise in the areas necessary to meet the needs and requirements set forth in this Scope of Work. Critical criteria in City's evaluation process will include the vendor's ability to share data and jointly develop services that meet the City's needs.

In addition to the 24-hour security service, the City requires one unarmed security officer at the Costa Mesa Senior Center, Monday through Friday, 7:30 a.m. to 4 p.m. (this is subject to change upon agreement of both the City and selected vendor).

GENERAL SCOPE OF SERVICES

- A. The vendor will need to ensure that they can provide the services through following mechanisms, including:
- Daily reporting by each assigned personnel, at 1-2 hour intervals, with documentation and logging of any interaction with the public. For the 24/7 hour monitoring, the reporting forms will be available at the Lions Park Campus, at the Downtown Recreation Center (1860 Anaheim Ave.); for the Costa Mesa Senior Center (695 W. 19th Street), the reporting forms will be available on site.
 - Security personnel are to monitor all areas, as outlined in the attached map (Attachment 1), on a continuous basis. At no point in time should the area be left without a security personnel, and all designated breaks, as required by law, need to be covered by appropriate security personnel.
 - Security personnel shall continuously monitor the encompassing area, as well as perform walkthroughs through all City buildings, which will include common areas and throughways.
 - Security personnel are to immediately report suspicious activity, and contact the appropriate emergency personnel in situations where safety is compromised or criminal activity is evident.
 - Security personnel are to deter any type of illegal activity, and ensure that areas of travel are clear for accessibility.

- Security personnel are to ensure that use of any reservable and/or permitted space is used appropriately, and that any group that is utilizing the space has a reservation and/or permit.
 - The expectation is that the Security Personnel will alleviate and deter activity that is not conducive to productive and appropriate use of the area.
 - Security personnel are to provide/share appropriate available resources to the community, including making appropriate referrals to individuals who may have questions about the City and/or available resources in the community.
 - For information not known to the security personnel, the expectation is that they will document questions from members of the staff and ensure that information is received by City staff for appropriate follow-up.
- B. The assigned Security Officer is to be highly visible and identified as a professional security guard. They will be required to wear a professional uniform and badge. The guard shall be highly vigilant in actively patrolling while on duty. A stationary guard is not acceptable. The use of cell phone should only be for work related issues. The security services shall include the use of two-way radios and cell phones too quickly relay information to City staff and/or emergency personnel.
- The vendor shall work to promote mutual trust and cooperation with the public and visitors within the patrol area.
 - The selected vendor will use the Downtown Recreation Center as their headquarters for checking in, checking out and file keeping.
 - The selected vendor will be provided a list of contacts throughout the City and will be required to maintain contact with the appropriate personnel in regards to the information that is relayed. The list will include, but not be limited to the Parks and Community Services Staff, Community Outreach Group, the Costa Mesa Police Department and the Costa Mesa Fire Department. There may be a need to communicate with more than one of the City's contacts.
 - The selected vendor will provide a list of authorized field use and activity and shall verify/confirm that the users are authorized to use the fields.
 - The patrol area may be subject to change during construction activity through 2021.
 - The selected vendor will have, at minimum, quarterly meetings with City staff to discuss and evaluate if the needs of the City are being met, what types of activity they are seeing, any trends that might be of concern and to do an overall evaluation of the security guard services and make any necessary adjustments to the services provided.

REPORTS

An hour-by-hour log shall be kept for all activities taking place during each shift.

The selected vendor shall complete and submit a Daily Report Form to the City Contract Coordinator upon completion of each daily shift. The daily report shall include listing all

occurrences with significant data pertaining to all activities.

In the event of an unusual occurrence, the selected vendor shall submit an Incident Report to the City Contract Coordinator, along with the Daily Report Form within 24-hours of the occurrence to the City's Contract Manager.

All required written records, including copies of police reports that may have been obtained shall be turned into the City Contract Coordinator.

The reports required herein shall be submitted in the form and manner approved by City.

PERSONNEL

Security officer assigned to perform work under this contract shall wear uniforms at all times. These uniforms must clearly identify the name of the security company and the name of the individual security guard, in conformance with California requirements. This identification may be accomplished through the use of shoulder patches, silk screening or stitched company emblems, insignias or logos.

All security personnel must maintain a courteous and respectful demeanor when dealing with all members of the public. Security personnel will not be authorized to physically apprehend, subdue, or restrain any member of the public for any reason.

Security officers employed by the vendor to perform work under this contract shall:

- Be able to communicate effectively in both written and oral English
- Be physically and emotionally capable of performing the assigned tasks

EQUIPMENT

Vendor shall furnish all equipment necessary to perform the work as described herein. All equipment shall be kept in good repair and shall conform to all federal, state and local requirements.

Required equipment shall include but not be limited to:

- A vehicle to perform security inspections during shift, with visible company identification to allow for rapid transportation around and throughout the designated patrol area.
- Security officer shall be equipped with portable communication devices permitting 24-hour communication with company headquarters and/or with appropriate law enforcement agencies and other designated contacts.
- Flashlight

WORK SCHEDULE

- A. Beginning of Shift:** At the start of each work shift, the vendor's security officer shall document the time of arrival and discuss any significant security matters with the security officer from the previous shift.

- B. End of Shift:** At the end of each work shift, the vendor's security officer shall advise City staff of any incidents or events that occurred during the previous work shift, regardless of the severity of the incident. Any and all written reports prepared during the shift shall be submitted to the designated person and/or deposited in the designated mailbox at the end of the work shift.
- C. Change of Shift:** Vendor shall ensure that continuous coverage is maintained during shift changes. Under no circumstances will there be a total absence of active security service personnel during the hours covered by this contract.
- All work during hours listed shall be continuous. Breaks shall only be taken at designated times and areas and when adequate coverage is maintained.
 - Documentation of shift changes occurring after operational shift hours must be provided to City staff upon request.
 - Guard shift changes during operating hours of City Facilities are to occur at the designated check-in/check-out location within the designated community center.
 - Security personnel shift changes after operation hours must be recorded and monitored by the vendor and must include proof that the check-in and check-out occurred at the predetermined scheduled times and that the check-in and check-out occurred within the confines of the designated patrol perimeter.
 - During operational hours of City facilities, security personnel shift changes are to occur at the designated check-in/check-out location within the designated community center.

PERFORMANCE DUTIES The security officer shall maintain a constant and visible presence around and throughout the perimeter of Lions Park, the Costa Mesa Senior Center, and through Plumer St. (**Attachment 1**). Work performed shall consist of providing a security officer to perform security services as described herein:

- Routinely patrol through the confines of Lions park, including areas between all buildings, structures, and gated field and park space.
- Supervise and control access to the City facilities and grounds within the patrol perimeter outlined in Attachment 1.
- Routinely check in with designated City staff and/or Library staff at the designated location(s) during operating hours of City facilities within Lions Park.
- Provide security inspections, scheduled rounds to tracking system location as designated, detection and investigation of buildings, ground and appurtenances of the Downtown Recreation Center campus
- Ensure City owned building exteriors, structures, and gates are locked during after-hours non-operation and closures.
- Perform inspection, detection and investigation of all security-related incidents, violations of regulations and matters of public safety and report same to appropriate authorities and to City Contract Coordinator.

- Assist City staff with ensuring the City's municipal codes are not being violated.
- Inform the public of the City's municipal codes applicable to City parks and facilities.
- Contact appropriate personnel and police in case of unauthorized door openings or closings within the Downtown Recreation Center's campus.
- Screen visitors of facilities within the patrol perimeter outlined in Attachment 1.
- Question and check ID of anyone who enters the premises during and after normal working hours and record said entry on daily report document (only City staff with proper identification will be allowed within City facilities after normal operating hours).
- Be observant of behavior in common areas such as smoking and/or vaping in non-smoking areas and take appropriate action.
- Security personal must investigate all credible reports of suspicious, illegal activity from members of the public within the confines of the designated patrol perimeter and report all evidence of vandalism.
- Observe and report any suspicious, illicit, or illegal activity or evidence of vandalism to the Costa Mesa Police Department and to designated Parks and Community Services Department staff.
- Communication shall be established with local law enforcement agencies in order to provide information on criminal activity taking place on site. This communication shall include immediate communication required for emergency situations (i.e. gunfire, domestic violence, etc.) as well as communication required for subsequent investigations of criminal activity
- Report inoperative interior and exterior lighting.
- Contact appropriate City representative, police and/or other emergency response personnel as required in the event of an emergency.
- Notify the appropriate law enforcement agency immediately of any unlawful activity.
- Contact the police department in the event of observing or witnessing a potential problem.
- Report any action taken by the security guard regarding any ordinance and/or rule enforcement, or emergency, in writing to the designated City staff.
- Security officer shall remain within the patrol perimeter at all times throughout the duration of the shift.
- Document all reports of suspicious, illegal activity and/or vandalism. Include the nature, precise location, and outcome of all incidents in addition to any other pertinent details.

The unarmed security guard duties may, at the discretion of City staff, also include, but not be limited to:

- Inspection of all floors of City facilities with the patrol perimeter. Preferably at unscheduled 1 ½ hour intervals.
- Periodic inspection of outside property which shall include all parking lots, office buildings, and ensure proper use of handicapped parking and fire zones
- Periodically inspect all exits, including fire stairwells and respond to alarms indicating unauthorized use
- After business hours, inspection of office and building door lock, verification that sensitive areas are secured
- Investigate fire, burglar and pull-cord alarms for entire patrol area

EMERGENCIES

Security officers shall respond promptly and appropriately to all security-related emergencies and requests for emergency assistance regardless of the nature of the emergency.

Upon determination of the nature of the emergency, the security officer shall immediately notify the appropriate law enforcement agency, fire department and/or medical aid provider as required.

Medical aid administered by the security officer shall be only to the extent that the officer is qualified to administer in accordance with the officer's level of certification.

The security officer shall interface immediately with any law enforcement agency responding within the patrol perimeter outlined in Attachment 1.

KEYS

Any keys issued to security personnel must be responsibly maintained and securely stored. Keys and combination lock codes are only to be exchanged between security personnel at designated shift rotations and to City staff upon request. Security personnel will not open any facility, structure, or gate for any member of the public without direction from City staff with the exception of emergencies.

Vendor will be responsible for expenses incurred from lost keys or from vandalism directly caused from inappropriate use of City issues keys or combination locks.

PATROL

As outlined in Attachment 1, the patrol perimeter shall be the south side of W. 18th St, from the west side of Anaheim Ave. to the east side of Park Ave., north to the south fence of the fire station, east to the east side of the fire station, north to the north edge of parking lot, east to the east side of the Anaheim Ave. north to the north side of Plumer St., east to the east side of the Costa Mesa Senior Center parking lot, north to the south side of 19th St., east to the east side of Pomona Ave., south to the south side of Plumer St., west to the west side of Anaheim Ave., south to the south side of Anaheim Ave.

The facilities to patrol within the designated perimeter include the Downtown Recreation Center,

Costa Mesa Senior Center, Luke Davis Athletic Field, Luke Davis Athletic Field Restrooms, Costa Mesa/Donald Dungan Library, Lions Park (open space), Lion's Park Playground, Costa Mesa Community Center, and the Costa Mesa Historical Society.

Addresses of areas identified on map (Attachment 1):

1. Downtown Recreation Center (DRC)
1860 Anaheim Avenue
2. Costa Mesa Senior Center
695 W. 19th Street
3. Luke Davis Athletic Field North/East corner of West 18th St. and Anaheim Ave.
4. Luke Davis Athletic Field Restrooms
5. Costa Mesa/Donald Dungan Library
1855 Park Avenue
6. Lion's Park (open space)
570 West 18th Street
7. Lion's Park Playground
8. Costa Mesa Community Center
1845 Park Avenue
9. Costa Mesa Historical Society
1870 Anaheim Avenue
10. Costa Mesa Fire Station No. 3
1865 Park Avenue
11. Costa Mesa Police Westside Sub-Station
567 West 18th Street

NORTH



ATTACHMENT 1
PATROL AREA

EXHIBIT B

CONTRACTOR'S PROPOSAL



LYONS

SECURITY SERVICE, INC.

ALWAYS ON TARGET.

March 26, 2019

Subject: Proposal Submittal in Response to RFP No. 19-08
Unarmed Security Guard Services

To the City of Costa Mesa
77 Fair Dr.,
Costa Mesa, CA 92628-1200

Lyons Security Service, Inc. is a privately held, woman-owned California corporation with over 30 years of experience of providing security service throughout the United States. We have reviewed the specifications under Scope of Services required, City of Costa Mesa terms and conditions agreement, and hereby certify Lyons Security Service, Inc. will comply with the RFP requirements. This RFP shall be incorporated in its entirety as part of Lyons Security Service, Inc. proposal. The City of Costa Mesa is not obligated in any way to pay any costs incurred by Lyons Security Service, Inc. in the preparation and submittal of Lyons Security Service, Inc.'s Response to the RFP. Furthermore, responses to this RFP and all data, documents, and other products used through the life of the project shall become property of the City of Costa Mesa and will be retained or disposed of accordingly.

Legal Name: Lyons Security Service, Inc.
Corporate Office Address: 505 S. Villa Real, Suite 203A, Anaheim, CA 92807
Main Telephone: (949) 298-6859
Web Address: www.LyonsSecurityInc.com
Branch Office Address: 655 University Ave., Suite 240, Sacramento, CA 95825
Private Patrol Operator License Number: 12687
Federal Tax Identification: 33-072-6010
Binding Officer: Kathleen Guidice
Binder's Telephone: (714) 401-4850
Binder's Email: Kathleen@LyonsSecurityInc.com
Individual to Oversee Contract: Nicholas Guidice, CPP
Telephone: (714) 504-8969
Email: Nicholas@LyonsSecurityInc.com

I, the undersigned, am the corporate officer responsible for the preparation of this proposal and have the authority to negotiate and bind on behalf of Lyons Security Service Inc.
Sincerely,

Kathleen Guidice
President

The city of Costa Mesa is currently seeking a responsible security firm capable of meeting the City's needs for its various facilities as outlined in the Scope of Work, Attachment A of the RFP. Lyons Security Service, Inc. has reviewed the scope of work, and believe it is capable of providing such services and will do so in a fashion that exceeds the city's expectations.

Based on the Scope of Work, the city is seeking security services 24 hours-a-day at the Lions Park Campus as well as 1, unarmed security officer Monday through Friday, 7:30 AM – 4:30 PM at the Costa Mesa Senior Center. Officers assigned to the city will be responsible:

- Monitoring all areas designated within the campus, as well as the senior center
- Officers will perform walkthroughs of the facilities
- Report suspicious activities
- contact emergency personnel when necessary
- ensure the use of space is used appropriately
- deter illegal and unwanted activity as well verify all areas of travel are clear for accessibility
- alleviate and deter activity that is not conducive to productive and appropriate use of the area
- Officers assigned will provide/share appropriate available resource to the community and act as a city liaison to any individuals unfamiliar with the city offices.

To coincide with the general work orders, Lyons Security Service Inc. understands that is critical to have an open line of communication with the public, city-employees, and other vendors servicing the city to help create a safe and peaceful environment. As found in the Scope of Work, Lyons Security Service, Inc. will work to promote a mutual trust with the everyone within the patrol area.

As requested in the Method of Approach section of RFP No. 19.08, proposers should provide a narrative describing our approach to the duties and tasks as outlined in Attachment A, Statement of Work.

Staffing Plan

Lyons Security Service, Inc. will utilize one point of contact for the contract, to help ease the flow of information between Lyons and the city. The City of Costa Mesa will be assigned Nicholas Guidice, CPP as the Project Manager. Nicholas is an American Society for Industrial Security (ASIS) board certified Protection Professional. ASIS is the leader in the security field worldwide and covers various levels of certifications, standards, and guidelines for the security profession. Nicholas not only is certified, but also mentors other individuals in the security field in obtaining their CPP license. Out of the 5 references listed in our response, Nicholas currently oversees all 5 references so we recommend asking them about his day-to-day interaction, correcting deficiencies, working with program changes as well as overall management of the contracts to gain a better of understanding of his work habits. Nicholas’ Résum  can be found in Exhibit 1 (Résum ) of our response.

To coincide with the Project Manager, Lyons will provide a secondary manager to the project to help oversee all of the activity. The Assistant Project Manager, James Clinger, will act behind the scene to assist verifying the projects objective.

As far as the onsite staff, we understand clientele would like to know proposers have current available staff to meet the requirements prior to the start of the contract. In the 20 plus years of working in the industry, we have found it common to hire through incumbent staff (not an option in this case), or to hire staff once the award of the contract has been confirmed. As we are in an industry built on utilizing humans as our products, it is typical that the hiring comes after the selection of the proposer as we try to maximize staff on a weekly basis. With that being said, if chosen, Lyons will utilize the following timetable outline for staffing:

Key Date(s)	Action to be Taken	Person(s) Involved
PHASE ONE – Pre-award		
Mar. 26 2019	Contractor Bid Proposal Due	Lyons Security Service, Inc.
May 1-3 2019	Anticipated Contract Award Date (Estimated) <i>Notice of Intent to Award</i> issued	The City of Costa Mesa Lyons Security Service, Inc.
PHASE TWO – Award/Start-up Plan		
May 3 2019	Initialize contract start-up plan upon receipt of <i>Notice of Intent to Award</i> contract	Lyons Security Service, Inc.
May 6 2019 – Start	Execute contract, deliver certificates necessary for approval.	Lyons Security Service, Inc.
May 6 – 10 2019	Conduct meeting between Lyons Security Project Manager and Human Resource Manager; recruitment plan for officers to include advertising, screening, and placement	Lyons Security Service, Inc.
May 17 2019	Forward proposed security force roster to city Contract Manager for approval.	Lyons Security Service, Inc.
May 17 2019	Revise, review, develop Post Orders and submit to City Contract Manager for approval	Lyons Security Service, Inc.
PHASE THREE – Training & Implementation		
May 20 – 24 2019	Conduct officer and supervisor training, to include city approved post orders	Lyons Security Service, Inc.
May 20 – 24 2019	Conduct training/orientation	Lyons Security Service, Inc.
May 27 -31 2019	Lyons Security Service, Inc. prepared to begin service Jun 1	Lyons Security Service, Inc.

PHASE FOUR – Follow Up		
Jun 7 2019	Monitor contract transition – Conduct supplemental training as required	Lyons Security Service, Inc.
June 19 2019	Conduct initial weekly Status Meeting with City Contract Manager	City of Costa Mesa Lyons Security Service, Inc.

Subcontractors

Lyons Security Service, Inc. will not utilize any subcontractors for this project.

Part-Time Employees

Lyons Security Service will utilize at least 1 to 2 part time staff as a 24-hour, 7 days-a-week staff requires 4 full time individuals and 1 to 2 for planned sick and vacation days.

Work Plan (Approach)

Prior to going in depth regarding our work plan, Lyons would like to point out a couple of areas not listed in the RFP that may help the program.

1. Regular Meetings: If chosen as the proper candidate, Lyons Security Service, Inc. would request/recommend to meet with the Contracting Officer Representatives (COR’s) on a weekly basis for the first couple of months to go over the program in-depth, and/or possible deficiencies in the program. These meetings play a significant role in assisting the overall objective of the project as they will help reduce any areas seen as “grey areas”. Furthermore, the meetings will help all parties to be on the same page as the project builds out.
2. Training: The RFP does not indicate/require any specific training outside of the BSIS License requirements as well as AB 2880. Lyons Security Service, Inc. would request that all officers assigned undergo further training with the City of Costa Mesa Police Department. We would recommend the training cover areas that may be critical to the shelter specifically. Training with local authorities will verify the steps have not only been taken, but will keep our staff on the same page with local authorities which is a key component to building a successful security plan.
3. The City of Costa Mesa has outlined the use of utilizing Daily Activity Reports. We believe it may be best if the same report is written electronically and is submitted daily to Lyons management as well as the City of Costa Mesa COR. When the reports are done electronically, it allows for a faster distribution as well as an overall more positive experience for the officers.

These options are not required but are thought to be advantageous to the goal of the project. Ultimately, the City of Costa Mesa will have sole discretion to move forward with the recommendations above.

To ensure maximum proficiency in the program we believe the officers should be given proper equipment to complete the tasks requested. As the RFP outlines several required items of equipment under section: Equipment(page 34 of 38).

Digital Check-Ins

At Lyons, we utilize an electronic check-in/check-out service for our officers through an application supported on all Android and Apple products. The application allows our officers to see their schedules, confirm their schedules, switch their schedules, see post orders for each site, as well as provide GPS capability which allows all supervisors to see exactly where the officer is

when he/she checks in and out. If an employee forgets to check-in or out, our supervisors receive a notice within 3-minutes indicating an employee missed a check-in or out.



Mobile Devices

The appropriate security guard personnel (Patrol officers) will be provided a mobile device to gain quick access to corporate office and after hour emergencies staffing for client personnel. The device will be utilized and monitored for emergency purposes as well official security business. The mobile devices will have the Project Managers number on speed dial, local police department and fire department, as well as any numbers requested by the client under contract agreements. We also recommend panic buttons to be installed at all security stations located throughout the schools.

Uniforms

All officers will be dressed in our standard uniforms that include: Blue long or short sleeve company shirt, white t-shirt, ID badge, shield, black belt, navy blue pants, black shoes.



Patrol Unit

If it becomes necessary the required staff will be given company-owned vehicles as deemed necessary. Vehicles will be marked on both sides of the vehicle with our company name, logo, PPO license number, and the word "Security", vehicles will have PPO license written on the back of the vehicle as mandated by BSIS. Vehicles will be white and have a light bar across the roof of the vehicle and may be fitted with a PA system if necessary. All vehicles will be 2017 year additions or later as we believe newer vehicles provide a better image to our clientele. Furthermore, our vehicles are GPS monitored, can advise when officers go over a speed limit, allow client/management to view patrols through a web or phone portal, and are fixed with Dash Cameras that are hard wired to video tape while cars are on. Furthermore, our golf carts will be fitted to be street legal and will have signage just like all of our company vehicles.

Scheduling

Officers will be assigned the same post and schedule each week to allow for maximum level continuity. By doing so, officers will become more familiar with the surroundings as well as the individuals coming in and out of the facilities. As for ensuring staff are at their assigned posts, our company utilizes an electronic clock in and out service that utilizes GPS to verify individuals are onsite and on-time. If for any reason an officer does not clock-in for their designated shift, we will immediately trigger our coverage plan by first utilizing a roving supervisor until one of our trained backup officers arrive onsite.

Training

All newly hired guard force personnel will undergo an extensive pre-service training program of not less than 40 hours of basic training. All guard force personnel will then continue with in-service and refresher training programs throughout the life of the contract to ensure continued quality performance.

All security will be equipped with the following training:

1. Duties and Functions of Security Guards
2. Prevention and Protection
3. Enforcement
4. Special Problems
5. General Emergency Service

To coincide with the training above we believe the officers should undergo the following training:

1. Active Shooter Response
2. Understanding Young Adult Behavior
3. Customer Service
4. Cultural Diversity
5. Self Defense/Situational Awareness

Quality Control Plan

When a security system is put in place, it is important to remember the 3 steps of the system: the design of the system, the installation of the system, and testing of the system. As the city has outlined the design and we have previously outlined the installation of the system (above), we now can focus on the testing step with the Quality Control Plan.

Lyons Quality Assurance Plan

Quality assurance inspections will be performed in order to ensure the optimum performance of guard force personnel and adherence to all contractual requirements.

The Lyons inspection system encompasses both scheduled and unscheduled inspections, comprised of post inspections, daily, weekly, and quarterly inspections. Inspection reports will be maintained as a permanent record and shall include a detailed account of all pertinent information relating to each detected deficiency and subsequent corrective action.

Post Inspections	<ul style="list-style-type: none"> • The Project Manager will come up with a detailed program identifying scheduled and unscheduled inspections to be performed. These inspections shall be performed utilizing the required checklists and established filing procedures. • The Supervisor(s) will conduct a detailed inspection of each post to ensure that guards are performing their duties in accordance with the general and post orders and to ascertain the functionality of equipment. • The Supervisor will inspect posts. Inspection reports contain, but are not limited to: <ol style="list-style-type: none"> 1. Attitude and personal hygiene 2. Condition of assigned equipment 3. Condition of uniforms 4. Knowledge of general and post orders 5. Knowledge of revised and/or special orders 6. Condition and functionality of the post (e.g., telephones and equipment) • Accuracy and completeness of post logs
Daily Inspections	<ul style="list-style-type: none"> • The Project Manager and Supervisor(s) will monitor daily operational elements of the program, including a review of posts, activities, incidents, and log reports. <ol style="list-style-type: none"> 1. Each month, the Project Manager and Supervisor(s) will review the daily inspection reports for the previous month.
Weekly Inspections	<ul style="list-style-type: none"> • Post inspections by the Supervisor will be performed in order to ensure that guards are performing duties in accordance with the general and post orders and to ensure that all equipment is in proper, functional order. • The Project Manager will personally review the performance of the Supervisor weekly. • Semi-Annually, the Project Manager and Supervisor will review the training needs and activities of the guard force as well as any security-related problems or incidents. • The Supervisor will conduct a weekly review of key control, including an inspection of all keys and combinations. • The Project Manager will also conduct staff meetings with the Supervisor(s) for the purpose of resolving conflicts and maintaining effective lines of communication. During the staff meetings, the Project Manager and Supervisor(s) will evaluate performance improvement suggestions submitted by guard force personnel.
Monthly Inspections	<ul style="list-style-type: none"> • Each month, the Project Manager will personally review key control, preparedness for emergency response, and inspect all guard force equipment.
Quarterly Inspections	<ul style="list-style-type: none"> • Members of the Lyons management staff will conduct a detailed inspection of the guard force program each quarter. Each inspection shall include, but is not limited to, the following: <ol style="list-style-type: none"> 1. Performance evaluation of the Project Manager and Supervisor.

2. A review of each post operation, to include general and post orders, familiarity of personnel with post functions and emergency procedures, and operational expertise with special and equipment.
3. A random inspection of guard force personnel to monitor the condition of uniforms and physical appearance, and to determine the levels of alertness, record keeping, security knowledge, job familiarity, morale, and attitude.
4. A detailed review with the Contracting Officer-Representative (COR) of noted deficiencies, problems, personnel issues, improvements, and suggested modifications.
5. A review of both operational and administrative records.

As Needed	6. Unscheduled inspections will be used at any time during the course of the contract to ensure the optimum performance of guard force personnel and compliance with all contractual requirements
-----------	---

Monitoring Activity

All sites are monitored on a daily basis by assigned Lyons Project Manager, furthermore we utilize QR Codes to identify the routes of each officer. QR Codes are time-stamped and indicate where an officer is an exact time. The codes are stickers that do not cause any damage once removed and can be easily replaced if taken off. Furthermore, the codes are used through a mobile device and are delivered at the end of each shift.

Sample:

8/7/2018	4:32:29 AM	CMDN	Apartments	Building F - Parking Structure	Yes	Cleared.
8/7/2018	4:36:06 AM	CMDN	Apartments	Building F - Parking Structure	Yes	Cleared.
8/7/2018	4:36:44 AM	CMDN	Apartments	Building F - 4th Floor	Yes	Cleared.
8/7/2018	4:37:16 AM	CMDN	Apartments	Building F - 3rd Floor	Yes	Cleared.
8/7/2018	4:37:46 AM	CMDN	Apartments	Building F - 2nd Floor	Yes	Cleared.
8/7/2018	4:38:16 AM	CMDN	Apartments	Building F - 1st Floor	Yes	Cleared.
8/7/2018	4:38:16 AM	CMDN	Apartments	Building F - 1st Floor	Yes	Cleared.
8/7/2018	4:43:28 AM	CMDN	Apartments	Building F - 4th Floor	Yes	Cleared.
8/7/2018	4:43:59 AM	CMDN	Apartments	Building F - 3rd Floor	Yes	Cleared.
8/7/2018	4:44:26 AM	CMDN	Apartments	Building F - 2nd Floor	Yes	Cleared.
8/7/2018	4:44:54 AM	CMDN	Apartments	Building F - 1st Floor	Yes	Cleared.

Steps to Correct Deficiencies

Lyons Security believes swift action is required to eliminate ongoing issues with staffing. We believe can be taught the correct steps if given the chance, but when issues occur we correct the issue immediately by identifying the deficiencies, understanding why it occurred, and by explaining a correct measure taken. We find when we train our officers its best to show, interact, and watch how they handle the situation and then we discuss what went right, what went wrong.

Response to Complaints

As you will see in through our references, the Project Manager, Nicholas Guidice and William Guidice provide an extremely quick responsive time. We believe in quick, transparent lines of communication and will respond to deficiencies immediately.

Forms to be used

As previously stated above, we believe it may be best to utilize an electronic reporting product rather than a written due to the quick return time as well as the ability to keep updated statistics. In the past, we have been able to customize reports to each client's requirements and will do so with the city of Costa Mesa. Our standard reporting can be found on the following page of this document.

Fee Schedule

The following information will list our fee schedule to complete the scope of work. Our rates are the same when it comes to normal hours vs weekend hours. Overtime only be considered if a request for coverage was required within 24 hours of the request and is outside of the normal coverage outlined within the RFP.

Hourly Cost for Lions Park Campus: \$22.80

Estimated Monthly Costs for Lions Park Campus: \$16,644.00

Estimated Annual Costs for Lions Park Campus: \$199,728.00

Hourly Holiday Costs for Lions Park Campus: \$22.80 (included in annual cost)

(we observe 9 holidays: New Years Day, MLK Day, Memorial Day, 4th of July, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day)

Hourly Cost for Costa Mesa Senior Center: \$22.80

Estimated Monthly Costs for Costa Mesa Senior Center: \$3,952.00

Estimated Annual Costs for Costa Mesa Senior Center: \$47,424.00

Hourly Holiday Costs for Costa Mesa Senior Center: \$22.80 (included in annual cost)

(we observe 9 holidays: New Years Day, MLK Day, Memorial Day, 4th of July, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day)

Hourly Cost for security outside of proposed hours of operations: \$22.80

Holiday Hourly Cost for security outside of proposed hours of operations: \$22.80

(we observe 9 holidays: New Years Day, MLK Day, Memorial Day, 4th of July, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day)

Method of Approach

Basic Hourly Wage	\$14.50	
		\$14.50
FICA Taxes	\$1.11	
FUE & SUE Taxes	\$0.28	
Worker's Compensation	\$0.91	
		\$2.30
General Liability	\$0.46	
Sub Total		\$17.83
Management		
Accounting	\$0.19	
Field Management Expenses	\$0.91	
Project Manager Expense	\$0.52	
Office Expenses	\$0.84	
Profit	\$0.52	
Training	\$0.45	
Uniform Fees	\$0.26	
Equipment Expense	\$0.18	
E & O Costs	\$0.04	
CA Unemployment Fund	\$0.05	
Billed in OT	\$0.00	
Vehicle Expenses		
Vehicle	\$0.00	
Insurance	\$0.00	
Gas	\$0.00	
Maintenance	\$0.00	
Security Accessories	\$0.00	
Benefits		
Health Insurance	\$0.77	
Paid Sick Leave: 24 Hours	\$0.20	
Holiday: 9	\$0.61	
Hourly Rate		\$22.80

Brief History

Lyons Security Service was established in 1982 in Sacramento, California providing unarmed and armed guard services to cities found within the County of Sacramento. Lyons Security Service was later purchased and incorporated (C-Corporation) October 1, 1996 by its current CEO/President, Kathleen Guidice. In the years to follow, Lyons saw rapid expansion as its operations went from focusing solely on Sacramento County to expanding to nationwide security guard service.

During our expansion, Lyons was awarded contracts with: The Department of Defense, The Department of Justice, The Department of Immigration & Customs Enforcement, and The U.S. Attorney General's Office. We take pride on our ability to handle such contracts, specifically the Department of Defense, as Lyons was given an Award of Excellence by the United States Government for our outstanding services while stationed at the U.S. Army Material Command Center in Alexandria, Virginia. During 9/11, our officers mobilized individuals to safety and secured the entire facility as it was unknown if this facility was believed to be one of the sites targeted given the Secret Level Clearance of the building. This award displays our company's commitment to making sure all of our officers are well trained and prepared for all security threats, foreign and domestic.

About Us

Lyons Security continues to strive today based on the same core principles installed back in 1996, quality service with exceptional client communication. Our company offers a unique experience as we follow the 5 principles set forth by our CEO:

1. *Responsive Leadership*: Interact with both our internal staff and customers to achieve goals that are mission-focused, solution-oriented, and innovative.
2. *Proven Capabilities*: Hire competent, qualified individuals; collectively empowered to be self-managed on site—yet ultimately accountable to the corporate office.
3. *Training*: Train our security force personnel in the latest technical requirements of the industry, as well as parameters specific to the contract.
4. *Top-Down Integrity*: Perform the requirements of the contract as proposed, delivered as promised, with an attitude of continuous process involvement.
5. *Quality Performance*: Exceed client expectations in all aspects of performance, concentrating on quality, building on a reputation of excellence.

To coincide with our core values, our customers know they will always receive one-on-one communication from our onsite staff members as well as our management staff as we believe communication is one the key focal points to success. Whether it is through our guards, supervisors, project managers, or corporate office members, our employees are capable and willing to listen and respond swiftly to our client's requests.

Lyons prides itself on its ability to achieve positive status with all of our clients, and so by being proactive and communicating with our clientele on a constant basis it has helped us install successful security operations. When a security issue occurs, we respond

immediately. When a client requests a change in the security plan, we respond immediately. When a client reports a problem with an officer, our supervisors and management respond immediately. Our clients boast of our open line of communication as well as our flexibility as we understand our service is not complete without a balance of security and customer service. Furthermore, Lyons believes our clients should never have to hear automated messages or have continuous, ongoing reported problems, which is why our telephones are answered, 24-hours a day, 7-days a week by a technical support staff member.

Government Experience

As previously mentioned in the company history above, we began our expansion in 1996 with contracts with federal agencies such as the Dept. of Defense, Dept. of Justice, both of which required our company to have secret level clearance. As the city of Costa Mesa seeks responsible firms with experience, our employment history has decorative involvement throughout the life of the company.

Ancora Psychiatric Hospital

Lyons Security Service was responsible for providing security services at the Ancora Psychiatric Hospital in Hammonton, New Jersey. The 680-acre campus facility was responsible for housing 600 inpatients while providing them multidisciplinary approaches to medical care. Throughout the facility, Lyons Security Service was responsible for 9 stations, roving patrols, totaling 2,300 hours of service per month.

Capital Area Development Authority

Lyons Security Service provides a nightly mobile patrol for a 40-block radius of buildings owned and operated by Capital Area Development in the downtown district of Sacramento. The 40-block radius covers a variety of buildings open to Section 8 approved families as well as commercial property. Lyons Security provides a lock up service for over 20 buildings and routine patrols throughout the night to secure the safety of individuals living within the premises. Lyons Security is responsible for identifying and strategically removing all unauthorized individuals, report any security threats that may occur, report maintenance issues when necessary.

City of Anaheim

Since January 2018, Lyons Security Service has provided the city of Anaheim with 2 designated patrol officers to patrol parks throughout the evening. As part of our responsibility, we act as a city liaison to enforce rules set forth by the city and verify they are being properly abided by patrons visiting these facilities.

City of Anaheim: The Salvation Army Emergency Shelter

Lyons Security Service, Inc. currently provides 600 hours of weekly service to the 224 bed Emergency Shelter located at 1455 Salvation Place in Anaheim, CA. Officers are responsible for directing traffic, maintaining a visual presence throughout the facility, notifying staff of any delinquencies found on patrol as well as leading the intake searches for all new residents.

City of Moreno Valley

Lyons Security Service, Inc. provides both armed and unarmed guard services throughout the city of Moreno Valley. Job duties range from city hall access control to security for events throughout the city. Below is the current security schedule:

1. Armed guard services to the City Hall: Monday – Thursday 7:30 am – 6:30 pm, Friday 7:30 am – 5:30 pm.
2. Unarmed guard services to the Parks Community and Recreational Center Monday – Friday 7:30 am – 10:00 pm, Saturday 8:00 am – 5:00 pm
3. Unarmed services to the City Utilities Center: 12 hours a month, varies
4. Unarmed services to 4 Rental venues throughout the city, hours vary each month depending on rented occupancy. The use of alcohol is allowed at all of the facilities.
5. Lyons also provides security for the City Library, Friday – Sunday and on an “as needed” basis Monday – Thursday.
6. Unarmed security service for the City Yard on an as-needed basis.
7. Lyons also provides event security for the annual 4th of July event that sees crowd population of 10,000 to 20,000 people. Our officers are responsible for searching the individuals prior to entering the facility.

While contracted with the City of Moreno Valley, we were requested to switch from unarmed to armed services overnight after the 2015 San Bernardino Terrorist Attack. As we are a customer oriented company, we made sure to fill the request swiftly (within 16 hours) as we understand our client’s needs may change at any time. City of Costa Mesa may call for changes in services and this examples shows our ability to meet all changes as required by our clientele.

City of Newport Beach

Lyons Security Service, Inc. currently provides security services at multiple locations throughout the city of Newport Beach, CA. Furthermore, we currently work with the city on their “Clean Air Act” as we currently act as Ambassadors to the city beach fire rings. As part of a clean air initiative, Lyons was brought on to help citizens and visitors understand the significance of burning clean sources of energy when utilizing the fire rings throughout the city.

City of Orange

Lyons Security Service, Inc. provides vehicle and foot patrols for multiple parks (7 days a week) located within the city of Orange. Officers are responsible for providing “eyes and ears” to the City of Orange during closed park hours, removing unauthorized personnel, reporting property damage, and providing a visible deterrent to any unwanted activity. Our officers are also responsible for providing daily monitoring for the Orange Public Library 6 days a week, on a various schedule. Furthermore, Lyons provides occasional event security service to the Orange Senior Center when necessary.

City of Perris

Since December 2017, Lyons has provided a dedicated account to the city of Perris for the Parks and Recreation as well as various facilities found throughout the city, such as:

City Hall, Animal Control Central, Public Works Division, and many similar buildings. As part of our responsibility we act as the eyes and the ears for the city while buildings are closed and help deter unwanted activity at public facilities during hours of operation. Furthermore, we discourage activity that may be unwanted at these facilities.

City of Rancho Cordova

Lyons Security Service, Inc. operated as a roving patrol unit for the Cordova Recreational and Parks District. Lyons Security was responsible for routine nightly patrols for the 23 parks located throughout the city. Our guards were responsible for patrolling the parks throughout the night to lock up all appropriate storage units, maintain the parks property including reporting any type of graffiti or unauthorized personnel found after hours. Lyons Security Service utilized vehicle patrols throughout the city and bike patrols within each park.

City of Roseville, City Park Security Service

Lyons security service is responsible for routinely patrolling the park facilities found throughout the city of Roseville, CA. Our officers are responsible for nightly inspection and lockup service of 21 bathrooms located at 19 different parks throughout the city.

Cosumnes Community District

Lyons Security Service has a history of working with people of all ages as well as park districts as we currently are stationed at the Barbara Wackford Center, Cosumnes Community District Center in Elk Grove, California. The community district center is 11-acre facility with high volume of foot traffic, which is home to baseball fields, softball fields, soccer fields, parks and a community center that has adolescent education, classrooms for extracurricular activities, a banquet hall, an indoor basketball facility, swimming pool, and skate park. This facility requires coverage for 10 hours per day Monday – Sunday with additional service for event staffing.

County of Placer, Dept. of Child Support Services

Lyons Security Service provided armed security services to the County of Placer, Department of Child support Services. Our officer is responsible for CCTV viewing, responding to any physical or emotional threats without physical contact, supervise screening of all visitors through the magnetometer, and provide assistance throughout the building when needed.

Department of Indian Health Services

Lyons Security Service is responsible for providing 24/7 security to an 18.5-acre rehabilitation facility for the Dept. of Indian Health Services. Responsibilities include discovering and reporting any major security/safety conditions occurring within the facility (site lockdowns due to nearby gun fires), reporting complaints made to personnel, building intrusion detection, screening all authorized visitors, surveillance detection, and provide traffic control to the designated parking area.

Sacramento Light Rail Transit District

Lyons was responsible for securing the regional transit district in Sacramento, California.

The transit district was responsible for 67 bus routes and roughly 40 miles of light rail coverage within a 420-mile square radius. Lyons was responsible for supplying 150 officers, maintaining the safety of the passengers as well as property for the entire district on a 24-hour, 7-days a week schedule. Our officers were trained to utilize bike patrols, CCTV's, Guard Detex equipment, emergency situations, special events, construction on sites, and passenger fare inspections.

Terminal Island Detention Center, San Pedro

Lyons Security Service, Inc. was responsible for providing 115 uniformed detention officers to the U.S. Immigration and Customs Enforcement to the Terminal Island, San Pedro Facility. Lyons Security Service was responsible for the day-to-day operations of the facility and maintaining the well-being of the staff and 800 housed detainees. This included all movement of inmates from celled facilities to work stations, lunchrooms, showering stations, or visiting rooms.

Campus Experience

California State University, Northridge

Lyons Security provides 4 unarmed officers and 1 supervisor officers, 7 days-a-week, to monitor in the ingress/egress of the on campus living quarters for students. Officers are responsible for verifying the identity of each individual entering the facility, removing unauthorized individuals, and to report any vandalism or property damage to the housing and police departments respectively.

DevRy University

Lyons Security provides unarmed security guards to secure the students and faculty on day-to-day level by patrolling the entire property including parking lots, hallways, classrooms, break rooms, lobby, and the administration and finance offices. Officers are responsible for verifying Lyons security guards are also trained to arm and disarm all alarms within the university buildings. Lyons utilizes an access control system throughout the site and escorts staff to their cars when needed.

UC Davis

Lyons currently provided services to UC-Davis Medical facilities including hospitals found throughout the county of Sacramento. Lyons provides unarmed officers to monitor the safety and security of all guest and employee personnel for the facilities.

UC, Office of the President

Lyons Security provides daily monitoring of the University of California, Office of the President

Intellicenter in Riverside, CA. The building is suited for 800 – 1200 UCR and UCPath employees. Our officers are responsible for securing the locked facility during and past working hours. Officers are further responsible for verifying authorized personnel entry, package inspection, parking lot patrols, and CCTV monitoring.

Location of Offices

Lyons Security Service, Inc. currently has two offices, both located in California.

Corporate Office: Office that will manage the City of Costa Mesa
505 S. Villa Real, Suite 203A
Anaheim CA
Tel: (949) 298-6859

Satellite office:
655 University Ave., Suite 240
Sacramento, CA 95825
Tel: (916) 925-9667

References

References act as great reviews are a great way to fact check everything written in proposals. We strongly urge the city of Costa Mesa to reach out to each client below to see what it is like to work with Lyons Security Service, Inc. on a daily basis.

Lyons Security Service, Inc. does not have any known past or current business or personal relationships with the city of Costa Mesa.

Lyons Security Service, Inc. has reviewed the Professional Service Agreement in Appendix A and would like to take exception to the terms:

- a. 2.3 Method of Billing: City shall pay consultants invoice within forty five (45) days from the date the city receives the said invoice.

Lyons requests that this be changed to thirty (30) days from the date the city receives the said invoice.

**APPENDIX B
FORMS**

**Vendor Application Form
Ex Parte Communications Certification
Disclosure of Government Positions
Disqualification Questionnaire
Company Profile & References**

EX PARTE COMMUNICATIONS CERTIFICATION

Please indicate by signing below one of the following two statements. **Only sign one statement.**

I certify that Proposer and Proposer's representatives have not had any communication with a City Councilmember concerning **RFP No. 19-08 UNARMED SECURITY GUARD SERVICES** at any time after **MARCH 6, 2019**.

Signature

Date: March 26, 2019

Kathleen Guidice
Print

OR

I certify that Proposer or Proposer's representatives have communicated after **MARCH 6, 2019** with a City Councilmember concerning **RFP No. 19-08 UNARMED SECURITY GUARD SERVICES**. A copy of all such communications is attached to this form for public distribution.

Signature

Date: _____

Print

DISQUALIFICATION QUESTIONNAIRE

The Contractor shall complete the following questionnaire:

Has the Contractor, any officer of the Contractor, or any employee of the Contractor who has proprietary interest in the Contractor, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation?

Yes _____ No X

If the answer is yes, explain the circumstances in the following space.

DISCLOSURE OF GOVERNMENT POSITIONS

Each Proposer shall disclose below whether any owner or employee of Contractor currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months. List below or state "None."

None

COMPANY PROFILE & REFERENCES**Company Profile**Company Legal Name: Lyons Security Service, Inc.Company Legal Status (corporation, partnership, sole proprietor etc.): C - CorporationActive licenses issued by the California State Contractor's License Board: PPO 16287Business Address: 505 S. Villa Real, Suite 203A, Anaheim Hills CA 92807Website Address: www.LyonsSecurityInc.comTelephone Number: (949) 298-6859 Facsimile Number: _____Email Address: info@lyonssecurityinc.comLength of time the firm has been in business: 37 Length of time at current location: 3 Mo.Is your firm a sole proprietorship doing business under a different name: Yes No

If yes, please indicate sole proprietor's name and the name you are doing business under:

Is your firm incorporated: Yes No If yes, State of Incorporation: California

Federal Taxpayer ID Number:

33-072-6010Regular business hours: Monday - Friday, 9:00 AM - 5:00 PM, though our phones are monitored 24/7 by our staff

Regular holidays and hours when business is closed:

New Year's Day, Martin Luther King Jr. Day, Memorial Day, Fourth of the July, Labor day, Veteran's Day, Thanksgiving Day, Christmas Day.

Contact person in reference to this solicitation:

Nicholas Guidice, CPPTelephone Number: (949) 298-6859 Facsimile Number: N/aEmail Address: Nicholas@lyonssecurityinc.com

Contact person for accounts payable:

Kathleen GuidiceTelephone Number: (949) 298-6859 Facsimile Number: N/a

Email Address: _____

Name of Project Manager: Nicholas Guidice, CPPTelephone Number: (949) 298-6859 Facsimile Number: N/aEmail Address: Nicholas@lyonssecurityinc.com

COMPANY PROFILE & REFERENCES**(Continued)**

Submit the company names, addresses, telephone numbers, email, contact names, and brief contract descriptions of at least five clients, preferably other municipalities for whom comparable projects have been completed or submit letters from your references which include the requested information.

Company Name: City of Anaheim Telephone Number: (714) 309-3953

Contact Name: Sandra Sagert Contract Amount: \$715,000.00 per year

Email: ssagert@anaheim.net

Address: 200 S. Anaheim Blvd, Anaheim CA

Brief Contract Description: Provide Security Service for the 224 Bed Emergency Homeless Shelter

Company Name: City of Orange Telephone Number: (714) 744-7283

Contact Name: Dana Robertson Contract Amount: \$150,000.00 per year

Address: 230 E. Chapman Ave., Orange CA

Email: DRobertson@cityoforange.org

Brief Contract Description: Provide nightly security patrols to parks as well as daily security at the library

Company Name: City of Moreno Valley Telephone Number: (951) 413-3740

Contact Name: Angelic Davis Contract Amount: \$150,000.00 per year

Email: AngelicD@moval.org

Address: 14331 Frederick St., Moreno Valley CA

Brief Contract Description: Provide security coverage at multiple facilities throughout the city.

Company Name: City of Newport Beach Telephone Number: (714) 766-9772

Contact Name: Lt. Keith Krallman Contract Amount: \$130,000.00 per year

Address: 870 Santa Barbara Dr., Newport Beach, CA 92660

Email: KKrallman@nbpd.org

Brief Contract Description: Provide security services at city beaches as well as event security at multiple sites

Company Name: UCOP Telephone Number: (951) 787-5021

Contact Name: Darryl Brown Contract Amount: \$130,000.00 per year

Email: Darryl.Brown@ucop.edu

Address: 14350 Meridian Parkway, Riverside CA

Brief Contract Description: Security Services at the Univeristy CA, Office of the President.

Nicholas Guidice, CPP

505 S. Villa Real, Suite 203A, Anaheim, CA 92807 | nicholas@LyonsSecurityInc.com | +1 949-298-6859

OBJECTIVE

To oversee all operations and act as a direct line of communication for the The city of Costa Mesa

WORK EXPERIENCE

Lyons Security Service, Inc. Orange CA

Operations Division June 2009 - Ongoing

- Project Manager for contracts combining to \$2,500,000.00 annual worth
- Proposal/contract designer
- Day-to-day management for contracted security guards, scheduler, first point of contact for clientele
- Interact with customers to achieves goals that are mission-focused, solution-oriented, and innovative
- Train security staff in latest technical/mechanical requirements of security services

AIG Insurance San Diego, CA

Construction Claims Representative

- Manage Indemnity, medical, and legal aspects of assigned claims
- Work with insured, claimant and/or claimant's attorney as needed to work towards settlement.
- Control and coordinate medical treatment through independent medical evaluations
- Accurately document files in a timely matter/ resolve any disputes regarding the claim.

EDUCATION

California State University San Marcos

Bachelor of Science: Criminology and Justice Studies

Core Coursework

- Drugs & Alcohol in Society
- Racial Profiling
- Race/Ethnic Relations
- Comparative Analysis of Criminal Justice System
- Statistics for the Social Science
- Social Correlation of Inequality
- Criminological Theory and Research
- Quantitative Sociological Research Methods
- Criminal Justice Systems and Criminal Law

CHARITY EXPERIENCE

Get on the Ball Children's Miracle Network

Volunteer Improvement Beautification (VIBE)

The American Cancer Society's Relay for Life

Boy's and Girl's Club at San Marcos Elementary

ASIS – Board Certified Protection Professional

International Assoc. of Campus Law Enforcement Administrator - Member

Student Advisory Committee

- Worked directly with the Dean of Students
- Committee responsible for tuition fee review
- Lowered the cost for students per semester
- Worked with others on the committee to develop ideas and strategies to present new fees

PROFICIENCIES

- Excellent Communication Skills
- Values Customer Service
- Microsoft Office Expert
- Trained & licensed guard

EXHIBIT C
CERTIFICATES OF INSURANCE



LYONSEC-01

ACUELLAR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/16/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0757776 HUB International Insurance Services Inc. 548 W Cromwell Avenue, Suite 101 Fresno, CA 93711	CONTACT NAME: Anthony Cuellar	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
E-MAIL ADDRESS: anthony.cuellar@hubinternational.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Allied World Surplus Lines Insurance Company		24319
INSURER B: Allied World Assurance Co Inc		19489
INSURER C: Hartford Accident and Indemnity Company		22357
INSURER D: Hartford Casualty Insurance Company		29424
INSURER E:		
INSURER F:		

INSURED
 Lyons Security Service, Inc
 505 S. Villa Real Dr. Suite 203 A
 Anaheim, CA 92806

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X		5200212201	1/1/2019	1/1/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMPIOP AGG \$ 4,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	X		5202011700	2/15/2019	1/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	16WBQY5463	10/1/2018	10/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Errors & Omissions			5200212201	1/1/2019	1/1/2020	Each occurrence 2,000,000
D	Crime/Fidelity Bond			51BDDHB7643	5/10/2019	5/10/2020	Deductible \$5,000 25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Costa Mesa and its elected and appointed boards, officers, agents, and employees are additional insureds with respect to the subject project and agreement.

Endorsements attached: WC040306, CA20481013, CG20100704

CERTIFICATE HOLDER

CANCELLATION

City of Costa Mesa
 77 Fair Drive
 Costa Mesa, CA 92626

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

[Signature]



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF OUR RIGHT TO RECOVER FROM
OTHERS ENDORSEMENT - CALIFORNIA**

Policy Number: 16 WB QY5463

Endorsement Number:

Effective Date: 10/01/18

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: LYONS SECURITY SERVICE
PO BOX 18955
ANAHEIM CA 92817

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2 % of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

Person or Organization

Job Description

Any person or organization from whom you are required by written contract or agreement to obtain this waiver of rights from us

Countersigned by _____
Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED INSURED FOR
COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<p>Named Insured: Lyons Security Service</p> <p>Endorsement Effective Date: 02/15/2019</p>
--

SCHEDULE

<p>Name Of Person(s) Or Organization(s): Any person or organization whom you have agreed to include as an additional insured under a fully executed written contract or written agreement, provided that such was executed prior to an "accident", occurrence, loss, injury or damage.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I – Covered Autos Coverages of the Auto Dealers Coverage Form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
<p>Blanket Basis – Any entity that the named insured through written contract or agreement agrees to include as an additional insured.</p> <p>Item 4.b. of Section IV – commercial liability conditions is amended by the addition of the following: (3) this insurance is primary and /or non contributory to any coverage afforded to the "additional insured" if a written contract or agreement states the named insured agrees to name a person or entity as an additional insured.</p>	<p>Any</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

EXHIBIT D

CITY COUNCIL POLICY 100-5

CITY OF COSTA MESA, CALIFORNIA

COUNCIL POLICY

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	1 of 3

BACKGROUND

Under the Federal Drug-Free Workplace Act of 1988, passed as part of omnibus drug legislation enacted November 18, 1988, contractors and grantees of Federal funds must certify that they will provide drug-free workplaces. At the present time, the City of Costa Mesa, as a sub-grantee of Federal funds under a variety of programs, is required to abide by this Act. The City Council has expressed its support of the national effort to eradicate drug abuse through the creation of a Substance Abuse Committee, institution of a City-wide D.A.R.E. program in all local schools and other activities in support of a drug-free community. This policy is intended to extend that effort to contractors and grantees of the City of Costa Mesa in the elimination of dangerous drugs in the workplace.

PURPOSE

It is the purpose of this Policy to:

1. Clearly state the City of Costa Mesa's commitment to a drug-free society.
2. Set forth guidelines to ensure that public, private, and nonprofit organizations receiving funds from the City of Costa Mesa share the commitment to a drug-free workplace.

POLICY

The City Manager, under direction by the City Council, shall take the necessary steps to see that the following provisions are included in all contracts and agreements entered into by the City of Costa Mesa involving the disbursement of funds.

1. Contractor or Sub-grantee hereby certifies that it will provide a drug-free workplace by:
 - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Contractor's and/or sub-grantee's workplace, specifically the job site or location included in this contract, and specifying the actions that will be taken against the employees for violation of such prohibition;
 - B. Establishing a Drug-Free Awareness Program to inform employees about:

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	2 of 3

1. The dangers of drug abuse in the workplace;
 2. Contractor's and/or sub-grantee's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation and employee assistance programs; and
 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- C. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by subparagraph A;
- D. Notifying the employee in the statement required by subparagraph 1 A that, as a condition of employment under the contract, the employee will:
1. Abide by the terms of the statement; and
 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- E. Notifying the City of Costa Mesa within ten (10) days after receiving notice under subparagraph 1 D 2 from an employee or otherwise receiving the actual notice of such conviction;
- F. Taking one of the following actions within thirty (30) days of receiving notice under subparagraph 1 D 2 with respect to an employee who is so convicted:
1. Taking appropriate personnel action against such an employee, up to and including termination; or
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health agency, law enforcement, or other appropriate agency;

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	3 of 3

- G. Making a good faith effort to maintain a drug-free workplace through implementation of subparagraphs 1 A through 1 F, inclusive.
2. Contractor and/or sub-grantee shall be deemed to be in violation of this Policy if the City of Costa Mesa determines that:
 - a. Contractor and/or sub-grantee has made a false certification under paragraph 1 above;
 - b. Contractor and/or sub-grantee has violated the certification by failing to carry out the requirements of subparagraphs 1 A through 1 G above;
 - c. Such number of employees of Contractor and/or sub-grantee have been convicted of violations of criminal drug statutes for violations occurring in the workplace as to indicate that the contractor and/or sub-grantee has failed to make a good faith effort to provide a drug-free workplace.
 3. Should any contractor and/or sub-grantee be deemed to be in violation of this Policy pursuant to the provisions of 2 A, B, and C, a suspension, termination or debarment proceeding subject to applicable Federal, State, and local laws shall be conducted. Upon issuance of any final decision under this section requiring debarment of a contractor and/or sub-grantee, the contractor and/or sub-grantee shall be ineligible for award of any contract, agreement or grant from the City of Costa Mesa for a period specified in the decision, not to exceed five (5) years. Upon issuance of any final decision recommending against debarment of the contractor and/or sub-grantee, the contractor and/or sub-grantee shall be eligible for compensation as provided by law.