



156 S. Broadway, Ste. 270, Turlock, CA 95380

(209) 668-5349 (phone) (209) 538-5788 (fax)

Special Board Meeting Agenda

December 13, 2023, at 12:00 p.m.

156 S. Broadway, Turlock CA 2nd Floor - Yosemite Conference Room

Chair, Amy Bublak
Vice Chair, Javier Lopez
Director, Pam Franco
Director, Bret Silveira
Director (alternate), Rosalinda Vierra
Director (alternate), Kevin Bixel

General Manager, Christopher Fisher
Legal Counsel, Jennifer Buckman
Finance Director, Isaac Moreno
Board Secretary, Angelica Gonsalves

THIS MEETING WILL BE OPEN TO THE PUBLIC IN PERSON.

NOTICE REGARDING NON-ENGLISH SPEAKERS: The Stanislaus Regional Water Authority (SRWA) meetings are conducted in English and translation to other languages is not provided. Please make arrangements for an interpreter if necessary.

EQUAL ACCESS POLICY: If you have a disability which affects your access to public facilities or services, contact the Board Secretary at the phone number set forth above. The Board is committed to taking all reasonable measures to provide access to its facilities and services. Please allow sufficient time for the Board to process and respond to your request.

NOTICE: Pursuant to California Government Code Section 54954.3, any member of the public may directly address the Board on any item appearing on the agenda, including Consent Calendar and Scheduled Matters, before or during the Board's consideration of the item.

AGENDA PACKETS: Prior to the Stanislaus Regional Water Authority Board meeting, a complete Agenda Packet (excluding any closed session materials) is available for review on the SRWA's website at www.stanrwa.com and in the Board Secretary's Office at 156 S. Broadway, Suite 270, Turlock, during normal business hours. Materials related to an item on this Agenda submitted to the Board after distribution of the Agenda Packet are also available for public inspection in the Board Secretary's Office at the address set forth above. Such documents may be available on the SRWA's website subject to staff's ability to post the documents before the meeting.

1. A. CALL TO ORDER
- B. SALUTE TO THE FLAG
- C. ROLL CALL
2. RECOGNITION, APPOINTMENTS, ANNOUNCEMENTS & PRESENTATIONS:
3. A. SPECIAL BRIEFINGS: None
- B. STAFF UPDATES:
 1. General Manager Update (*Fisher*)
 2. Finance Director Report (*Moreno*)

C. PUBLIC PARTICIPATION: This time is set aside for members of the public to address the Board concerning any item that has been described in the notice for the meeting, including Consent Calendar items, before or during consideration of that item. You will be allowed five (5) minutes for your comments. If you wish to speak regarding an item on the agenda, you may be asked to defer your remarks until the Board addresses the matter.

4. DECLARATION OF CONFLICTS OF INTEREST AND DISQUALIFICATIONS: None

5. CONSENT CALENDAR: Information concerning the Consent items listed below has been forwarded to each Board member prior to this meeting for study. Unless the Chair, a Board member, or member of the audience has questions concerning the Consent Calendar, the items are approved at one time by the Board. The action taken by the Board in approving the Consent items is set forth in the explanation of the individual items.

A. Motion: Approving the minutes of regular meeting of August 17, 2023

B. Motion: Adopting the 2024 Stanislaus Regional Water Authority Board Meeting Schedule

6. PUBLIC HEARINGS: None

7. SCHEDULED MATTERS:

A. Motion: Approving an Agreement with First Shield Security and Patrol, Inc., of Tracy, California, for unarmed, private security services at Stanislaus Regional Water Authority Water Treatment Plant for a three (3) year term in an amount not to exceed between \$121,464 and \$128,862 annually and not to exceed \$376,000 over the term of the Agreement beginning November 16, 2023 and ending October 31, 2026 (*Fisher*)

B. Motion: Appointing Nichole Fiez as the SRWA Board Secretary effective December 14, 2023 (*Fisher*)

8. BOARD ITEMS FOR FUTURE CONSIDERATION

9. BOARD COMMENTS: Board members may provide a brief report on notable topics of interest. The Brown Act does not allow discussion or action by the legislative body.

10. NEXT MEETING DATE: January 18, 2024

11. CLOSED SESSION: None

12. ADJOURNMENT



SURFACE WATER SUPPLY PROJECT

**Agenda Item 3.B.1
General Manager's Update**

November 13, 2023

WEST YOST ASSOCIATES

Project Update

- Design-Build Project Activities
 - Design-Build Contract Status
 - Environmental Clearance/Permitting
 - Acceptance Testing
 - Operations Agreement
 - Funding/Financing Update
 - Public Outreach
 - Project Photos

Design-Build Contract Status

As of October 31, 2023

Original Contract	\$ 195,400,357
Net of Change Orders (42)	\$ -2,149,034
Contract Sum to Date	\$ 193,294,963
Completed & Stored to Date	\$ 185,154,367 (94%)
Balance to Finish	\$ 10,245,990 (5%)

Environmental Clearance/Permitting

- Elderberry at RWPS for Security Fence
- Interim Permit to Operate SRWA issued 11/3/2023
- Interim Permit to Operate Turlock Terminal Tank issued 11/9/2023
- Ceres water deliveries began 11/14/2023
- Turlock water deliveries expected 12/4/2023^{SE1}

Operations Agreement

- Deliverables - Monthly Update

Section	Action
4.2	Staffing & Pre-Acceptance Duties
4.3(A)	Standard Operating Procedures – SOP's have been delivered currently being validated as part of the AT. Maintenance procedures awaiting Asset list and CMMS population SE2
4.3(B)	Site Security contract Staff Report
4.5	Determining Appropriate Recycled water costs for TID
4.7 (C)	Annual Financial Audit preparation
7.3	In application process for Insurance from ACWA JPIA as well as WSIG

Additional Items

Area	Action
Operational	Creating Operations and Maintenance Agreement with TID
Operational	Annual Planned operations following Acceptance Testing. Schedule and Flows for TID
Regulatory	Creation of Regulatory Calendar for SRWA

Section 4.2 – Staffing & Acceptance Testing

- Acceptance testing began 11/26/2023
- Lack of Senior Water Operators
 - Shift Operators in Charge of Plant
 - Plant Operations Training ongoing
 - Aggressive Media campaign for hiring
- Currently Staffing for Senior Water Operators
 - 2 City of Turlock Staff
 - 3 OTS operators SE3
 - One offer extended and accepted but employee retracted

Funding/Financing Update



SRF Loan

Disbursement Request #1-25 submitted
#’s 1-24 received = \$185M
#25 is approved and expected soon



Awarded Grants

IRWM = \$5.8M
Received to Date = \$3.2M
Prop 50 = \$5M
First disbursement = \$3.98M

Public Outreach

- Continue to Maintain Website and Social Media Presence
 - Two new videos posted about the project and circulated
 - SRWA Web site requires updating
- Customer Outreach by Cities
 - Notification of New Source
 - Notification of Chlorination
- Ribbon Cutting Ceremony
 - Completed 11/14



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December 13, 2023

To: SRWA Board
From: Isaac Moreno, Finance Director
Subject: Financial Summary as of December 8, 2023

Attached Financial Documents include:

Activity for YTD Fiscal June 30, 2023

- 1 - SRWA financial status as of 12-8-2023 for the 2022-23 fiscal year (Exhibit A):
 Revenue received from the participating agencies \$72,303,904.24
 Integrated Water Management Plan Grant \$5,220,824.39
 SRF proceeds \$67,321,904.00
 Expenses paid total \$109,709,135.49

Activity for YTD Fiscal June 30, 2024

- 1 - SRWA financial status as of 12-8-2023 for the 2023-24 fiscal year (Exhibit B):
 Revenue received from the participating agencies \$19,385,719.00
 Integrated Water Management Plan Grant \$0.00
 SRF proceeds \$14,336,217.00
 Expenses paid total \$39,382,437.69

- 2 - SRWA financial status - project-to-date as of 12-8-2023 (Exhibit C):
 Revenue life to date totals \$415,495,577.98 which is composed of:
 Contributions from participating agencies \$233,690,923.61
 Draws on SRF proceeds \$145,188,547.00
 Prop 68 Grant proceeds \$27,750,000.00
 Integrated Water Management Plan Grant \$5,220,824.39
 Interest income (\$336,993.10)

Expenses project-to-date total \$219,888,390.90 (Removed City reimbursement)
 Cumulative unexpended Revenues \$ 21,022,427.19

Projected Cash Flow for Fiscal Year 2023-2024 are as follows:

	Fiscal Year 2023-2024				
	Q1	Q2	Q3	Q4	Total
City of Ceres	4,046,997	2,405,567	4,600,365	627,434	11,680,364
City of Turlock	8,371,448	4,237,538	8,995,766	1,190,346	22,795,098
Turlock Irrigation District	275,025	49,114	10,702	3,336	338,177
Total Billing	12,693,470	6,692,220	13,606,833	1,821,116	34,813,639

Stanislaus Regional Water Authority
 For FY 2023-24 (Updated 12/08/2023)

Account Name	Original Budget	Amendments	Amended Budget 2023-24	Unaudited Actual 2023-24					Totals for 2022-23
					Ceres	Turlock	TID	Other Proceeds	
REVENUES									
Interest Income	100,000		100,000		0.00	0.00	0.00		0.00
34910 Integrated Water Mgmt Grant			0						
34911 Water Smart Grant			0						
34900_001 Agency Contribution - City of Turlock	22,910,291		22,910,291	12,608,986.00		12,608,986.00			12,608,986.00
34900_002 Agency Contribution - City of Ceres	11,846,142		11,846,142	6,452,564.00	6,452,564.00				6,452,564.00
34900_004 Agency Contribution - Turlock Irrigation District	468,492		468,492	324,169.00			324,169.00		324,169.00
34910 Integrated Water Mgmt Plan Grant									0.00
34912 Prop 68 Grant for Surface Water Project			0					0.00	0.00
34913 Prop 50 Grant for Surface Water Project			0						0.00
35440 SRF Funding Proceeds			0	14,336,217.00				14,336,217.00	14,336,217.00
Total Revenues	35,324,925	0	35,324,925	33,721,936.00	6,452,564.00	12,608,986.00	324,169.00	14,336,217.00	33,721,936.00
EXPENSES									
Operations Expense (950-53-550)									
49007 Salary Charges From Other Departments	2,122,300		2,122,300		0.00	0.00	0.00		0.00
43055-000 Consultant General	200,000		200,000	47,125.00	15,706.76	31,418.24	0.00		47,125.00
43055-002 Consultant Audit	10,000		10,000		0.00	0.00	0.00		0.00
43060-012 Contract Services Program Management	687,868		687,868		0.00	0.00	0.00		0.00
43100-008 Insurance Liability	67,000		67,000		0.00	0.00	0.00		0.00
43105-003 Interdepartmental Admin Support	37,500		37,500		0.00	0.00	0.00		0.00
43195 Special Legal Counsel	10,350		10,350	6,269.06	2,089.48	4,179.58	0.00		6,269.06
43314 Contract Help - Service	613,619		613,619	13,057.50	4,352.06	8,705.44	0.00		13,057.50
43316 NPDES Permit Studies	355,000		355,000		0.00	0.00	0.00		0.00
43319 Regulatory Fees	25,000		25,000	4,570.00	1,523.18	3,046.82	0.00		4,570.00
43320 Special Services/Projects	205,000		205,000		0.00	0.00	0.00		0.00
43351 Facility Site Improvements	180,000		180,000		0.00	0.00	0.00		0.00
43353 RWQCF-OPS Building Repairs	15,000		15,000		0.00	0.00	0.00		0.00
43359 Professional Engineering Services	325,000		325,000		0.00	0.00	0.00		0.00
44001-000 Supplies General	264,000		264,000		0.00	0.00	0.00		0.00
44005 Chemicals	1,655,000		1,655,000		0.00	0.00	0.00		0.00
44010-001 Computer Software Maintenance	241,200		241,200	6,200.00	2,066.46	4,133.54	0.00		6,200.00
44030-001 Minor Equipment Safety	45,000		45,000		0.00	0.00	0.00		0.00
44030-002 Minor Equipment Tools	190,000		190,000		0.00	0.00	0.00		0.00
44030-028 Minor Equipment Lab	75,000		75,000		0.00	0.00	0.00		0.00
44090 Office Equipment & Furniture	20,000		20,000		0.00	0.00	0.00		0.00
44110 WQC Pump Maintenance	20,000		20,000		0.00	0.00	0.00		0.00
45002-000 Turlock Irrigation District General	700,000		700,000		0.00	0.00	0.00		0.00
45003-000 PG & E General									
45007 Internet Access				2,319.44	773.07	1,546.37	0.00		2,319.44
45019 Raw Water	224,029		224,029		0.00	0.00	0.00		0.00
46010 Equipment Rental	120,000		120,000		0.00	0.00	0.00		0.00
46025 Outside Contractor Labor	15,000		15,000		0.00	0.00	0.00		0.00
46031 Gas & Oil	20,500		20,500		0.00	0.00	0.00		0.00
47020 Certification	15,000		15,000		0.00	0.00	0.00		0.00
47065 Professional Development	600		600		0.00	0.00	0.00		0.00
47080 Shoe Allowance	3,750		3,750		0.00	0.00	0.00		0.00
47095-000 Training General/Travel	25,000		25,000		0.00	0.00	0.00		0.00
47254 Education and Outreach	15,000		15,000		0.00	0.00	0.00		0.00
51020 Equipment Replacement	851,057		851,057		0.00	0.00	0.00		0.00
Pre-Treatment Plant Construction Project Expenses (950-53-552)									
43060_012 Contact Services Program Mgmt			0				0.00		0.00
43195 Special Legal Counsel			0				0.00		0.00
43332 Permitting			0		0.00	0.00			0.00
43332_002 Permitting - Water Rights Acquisition			0						0.00
45002_000 TID - electrical service			0		0.00	0.00	0.00		0.00
51001 Property Acquisition - facility site			0		0.00	0.00	0.00		0.00
51001 Property Acquisition - infiltration gallery			0		0.00	0.00	0.00		0.00

Stanislaus Regional Water Authority

For FY 2023-24 (Updated 12/08/2023)

Account Name		Original Budget	Amendments	Amended Budget 2023-24	Unaudited Actual 2023-24	Ceres	Turlock	TID	Other Proceeds	Totals for 2022-23
51001	Property Acquisition - Geer Road easement			0		0.00				0.00
51001	Property Acquisition - delivery facilities			0		0.00	0.00			0.00
51800_001	Wet Well Design			0						0.00
				0						0.00
	Wet Well Construction			0						0.00
51801_001	Construction Contract (Overaa)			0						0.00
51801_002	Construction Management (Inferrera)			0						0.00
51801_005	Environmental (Horizon)			0						0.00
				0						0.00
Treatment Plant Construction - SRF funding eligible (950-53-553)										
43060_012	Contract Services - Program Mgmt Services	2,578,587		2,578,587	260,405.19	109,371.39	147,141.76	3,892.04		260,405.19
43195	Special Legal Counsel	38,000		38,000						0.00
43329	Environmental Services	78,000		78,000	7,378.76	3,182.37	3,182.36	1,014.03		7,378.76
43332	Permitting	112,000		112,000			0.00			0.00
	CDFW LSAA for 3 lateral crossings					0.00	0.00	0.00		0.00
	Stanislaus County - Aldrich Road crossing					0.00	0.00	0.00		0.00
	Stanislaus County - Lateral 2, 2.5 & 3 crossing					0.00	0.00	0.00		0.00
43332_001	Permitting - Environmental Mitigation			0						0.00
	Transplant credits					0.00	0.00	0.00		0.00
	Mitigation credits					0.00	0.00	0.00		0.00
51802_001	Regional Trtmt Plant - Design/Build Contract	11,610,948		11,610,948	8,091,850.56	2,578,249.02	5,348,259.18	165,342.36		8,091,850.56
51802_002	Regional Trtmt Plant - Contract Management	315,000		315,000	137,409.18	44,451.87	90,250.35	2,706.96		137,409.18
Administrative Expenses (950-53-552)										
43055_002	Consultant Audit			0		0.00	0.00			0.00
43060_021	Contract Services General Manager			0		0.00	0.00			0.00
43060_023	Contract Services Watershed Sanitary Survey			0		0.00	0.00			0.00
43105_003	Interdepartmental Admin Support			0						0.00
	Clerical			0		0.00	0.00			0.00
	Financial/Accounting			0		0.00	0.00			0.00
44001_000	Supplies			0		0.00	0.00			0.00
44035	Photocopies			0		0.00	0.00			0.00
44040_000	Postage			0		0.00	0.00			0.00
47010	Bank Charges			0		0.00	0.00			0.00
47040_000	Dues			0		0.00	0.00			0.00
47095_000	Training			0		0.00	0.00			0.00
47091	Reimbursement to Ceres				9,312,427.61	9,312,427.61				9,312,427.61
47092	Reimbursement to Turlock				21,493,425.39		21,493,425.39			21,493,425.39
Debt Expenses										
53027_001	SRF Loan-Interest	876,082		876,082		0.00	0.00			0.00
53027_002	SRF Loan-Principal	2,036,163		2,036,163		0.00	0.00			0.00
53027_003	SRF Loan-Reserve and Coverage	8,326,372		8,326,372		0.00	0.00			0.00
Operational Expenses										
TBD	Operations and Maintenance			0		0.00	0.00			0.00
TBD	Agency Administration			0		0.00	0.00			0.00
	Internet Access			0		0.00	0.00			0.00
TBD	Operations Contingency			0						0.00
Total Expenditures		35,324,925	0	35,324,925	39,382,437.69	12,074,193.27	27,135,289.03	172,955.39	0.00	39,382,437.69
Revenues Over (Under) Expenditures		0	0	0	(5,660,501.69)	(5,621,629.27)	(14,526,303.03)	151,213.61	14,336,217.00	(5,660,501.69)

Stanislaus Regional Water Authority
Project to Date (updated as of 12/08/2023)

	City of Ceres	City of Turlock	TID	Other Proceeds	Project to Date Total Since Dec 2015	Actuals Thru 6/30/2023	Actuals For 2023-24	Total
Agency Contributions								
Received from Agencies - through 6-30-2023	73,078,449.12	135,204,789.21	6,021,966.28		214,305,204.61	214,305,204.61		214,305,204.61
Received from Agencies - 2023-24	6,452,564.00	12,608,986.00	324,169.00		19,385,719.00		19,385,719.00	19,385,719.00
Interest Income	(115,951.87)	(210,493.51)	(10,547.72)		(336,993.10)	(336,993.10)		(336,993.10)
Integrated Water Mgmt Plan Grant	1,740,100.77	3,480,723.62		0.00	5,220,824.39	5,220,824.39		5,220,824.39
Prop 50 Grant for Surface Water Project	2,654,983.46	1,327,292.62			3,982,276.08	3,982,276.08		3,982,276.08
Prop 68 Grant Proceeds				27,750,000.00	27,750,000.00	27,750,000.00		27,750,000.00
SRF Proceeds				145,188,547.00	145,188,547.00	130,852,330.00	14,336,217.00	145,188,547.00
Total Revenue	83,810,145.48	152,411,297.94	6,335,587.56	172,938,547.00	415,495,577.98	381,773,641.98	33,721,936.00	415,495,577.98

Expenditures

Pre-Treatment Plant Construction Project Expenses (950-52-553)

Salary Charges From Other Departments					0.00	0.00	0.00	0.00
Consultant General					0.00	0.00	(47,125.00)	(47,125.00)
Consultant Audit					0.00	0.00	0.00	0.00
Contract Services Program Management					0.00	0.00	0.00	0.00
Insurance Liability					0.00	0.00	0.00	0.00
Interdepartmental Admin Support					0.00	0.00	0.00	0.00
Special Legal Counsel					0.00	0.00	(6,269.06)	(6,269.06)
Contract Help - Service					0.00	0.00	(13,057.50)	(13,057.50)
NPDES Permit Studies					0.00	0.00	0.00	0.00
Regulatory Fees					0.00	0.00	(4,570.00)	(4,570.00)
Special Services/Projects					0.00	0.00	0.00	0.00
Facility Site Improvements					0.00	0.00	0.00	0.00
RWQCF-OPS Building Repairs					0.00	0.00	0.00	0.00
Professional Engineering Services					0.00	0.00	0.00	0.00
Supplies General					0.00	0.00	0.00	0.00
Chemicals					0.00	0.00	0.00	0.00
Computer Software Maintenance					0.00	0.00	(6,200.00)	(6,200.00)
Minor Equipment Safety					0.00	0.00	0.00	0.00
Minor Equipment Tools					0.00	0.00	0.00	0.00
Minor Equipment Lab					0.00	0.00	0.00	0.00
Office Equipment & Furniture					0.00	0.00	0.00	0.00
WQC Pump Maintenance					0.00	0.00	0.00	0.00
Turlock Irrigation District General					0.00	0.00	0.00	0.00
PG & E General					0.00	0.00	0.00	0.00
Internet Access					0.00	0.00	(2,319.44)	(2,319.44)
Raw Water					0.00	0.00	0.00	0.00
Equipment Rental					0.00	0.00	0.00	0.00
Outside Contractor Labor					0.00	0.00	0.00	0.00
Gas & Oil					0.00	0.00	0.00	0.00
Certification					0.00	0.00	0.00	0.00
Professional Development					0.00	0.00	0.00	0.00
Shoe Allowance					0.00	0.00	0.00	0.00
Training General/Travel					0.00	0.00	0.00	0.00
Education and Outreach					0.00	0.00	0.00	0.00
Equipment Replacement					0.00	0.00	0.00	0.00
Government Relations	(74,723.55)	(74,723.55)	0.00		(149,447.10)	(149,447.10)	0.00	(149,447.10)
Environmental Services (Phase I)	(250,664.65)	(250,664.65)	(32,520.11)		(533,849.41)	(533,849.41)	0.00	(533,849.41)
Project Management Services	(3,617,897.67)	(3,764,295.31)	(169,093.63)		(7,551,286.61)	(7,375,145.79)	0.00	(7,375,145.79)
Special Legal Expenses	(268,149.65)	(268,149.67)	(5,302.43)		(541,601.75)	(496,705.74)	0.00	(496,705.74)
Wet Well Design (West Yost)	(166,904.88)	(206,872.74)	(93,444.40)		(467,222.02)	(467,222.02)	0.00	(467,222.02)

Stanislaus Regional Water Authority
Project to Date (updated as of 12/08/2023)

	City of Ceres	City of Turlock	TID	Other Proceeds	Project to Date Total Since Dec 2015	Actuals Thru 6/30/2023	Actuals For 2023-24	Total
Fees to Stan County-CEQA related to wet well Permitting	(1,136.63)	(1,136.62)	0.00		(2,273.25)	(2,273.25)	0.00	(2,273.25)
Permitting - Water Rights Acquisition	(17,768.08)	(17,768.09)	0.00		(35,536.17)	(35,536.17)	0.00	(35,536.17)
Water Shed Survey	(36,240.88)	(36,240.89)	0.00		(72,481.77)	(72,481.77)	0.00	(72,481.77)
Property Acquisition - facility site	(40,660.67)	(40,660.67)	0.00		(81,321.34)	(81,321.34)	0.00	(81,321.34)
Property Acquisition - infiltration gallery	(479,756.19)	(959,656.32)	0.00		(1,439,412.51)	(1,439,412.51)	0.00	(1,439,412.51)
Property Acquisition - Geer Road easement	(246,925.80)	(493,925.69)	0.00		(740,851.49)	(740,851.49)	0.00	(740,851.49)
Property Acquisition - delivery facilities	(92,200.00)	0.00	0.00		(92,200.00)	(92,200.00)	0.00	(92,200.00)
	(7,393.88)	(7,393.88)	0.00		(14,787.76)	(14,787.76)	0.00	(14,787.76)
Wet Well Construction								0.00
Construction Contract	(1,888,242.96)	(3,769,413.84)	(1,414,414.20)		(7,072,071.00)	(7,072,071.00)	0.00	(7,072,071.00)
Construction Management	(145,962.80)	(291,378.94)	(109,335.45)		(546,677.19)	(546,677.19)	0.00	(546,677.19)
Environmental (Phase II)	(103,524.75)	(155,193.07)	(47,798.97)		(306,516.79)	(306,516.79)	0.00	(306,516.79)
Contractor Financial Evaluation	(18,944.30)	(18,944.30)	(761.40)		(38,650.00)	(38,650.00)	0.00	(38,650.00)
TID - electrical service	(1,580.48)	(3,161.45)	0.00		(4,741.93)	(4,741.93)	0.00	(4,741.93)
								0.00
Treatment Plant Construction - SRF funding eligible (950-53-553)								0.00
Contract Services - Program Mgmt Services	(1,287,190.86)	(1,845,741.82)	(62,937.53)		(3,195,870.21)	(2,487,464.25)	(260,405.19)	(2,747,869.44)
Special Legal Counsel	(34,489.56)	(34,489.60)	(1,386.17)		(70,365.33)	(62,795.93)	0.00	(62,795.93)
Environmental Services	(117,904.10)	(119,878.87)	(39,309.62)		(277,092.59)	(230,287.85)	(7,378.76)	(237,666.61)
Permitting	(8,605.81)	(53,111.44)	0.00		(61,717.25)	(61,352.25)	0.00	(61,352.25)
Permitting - Environmental Mitigation	(47,339.25)	(94,660.75)	(35,500.00)		(177,500.00)	(177,500.00)	0.00	(177,500.00)
Regional Trtmt Plant - Design/Build Contract	(78,832,695.35)	(156,103,370.20)	(4,255,864.77)		(239,191,930.32)	(184,886,936.49)	(8,091,850.56)	(192,978,787.05)
Regional Trtmt Plant - Contract Management	(502,053.57)	(1,019,316.17)	(30,573.29)		(1,551,943.03)	(1,116,280.28)	(137,409.18)	(1,253,689.46)
								0.00
Administrative Support								0.00
Clerical Services	(26,719.28)	(26,719.28)	0.00		(53,438.56)	(53,438.56)	0.00	(53,438.56)
Accounting Services	(43,754.74)	(43,754.72)	0.00		(87,509.46)	(87,509.46)	0.00	(87,509.46)
Interim JPA attorney	(22,662.50)	(22,662.50)	0.00		(45,325.00)	(45,325.00)	0.00	(45,325.00)
Interim General Manager	(121,991.80)	(121,991.80)	0.00		(243,983.60)	(243,983.60)	0.00	(243,983.60)
General Manager	(612,893.82)	(612,893.81)	0.00		(1,225,787.63)	(1,019,272.27)	0.00	(1,019,272.27)
External Audit	(14,858.00)	(14,858.00)	0.00		(29,716.00)	(28,996.00)	0.00	(28,996.00)
Contract Services Watershed Sanitary Survey	(892.50)	(892.50)	0.00		(1,785.00)	(1,785.00)	0.00	(1,785.00)
Supplies and other Miscellaneous Expenses	(17,905.08)	(17,770.23)	0.00		(35,675.31)	(31,164.99)	0.00	(31,164.99)
Reimbursement to Ceres	(64,738,822.83)				(64,738,822.83)	(48,469,221.81)	(9,312,427.61)	(57,781,649.42)
Reimbursement to Turlock	0.00	(131,538,564.95)	0.00		(131,538,564.95)	(95,309,685.08)	(21,493,425.39)	(116,803,110.47)
								0.00
Debt Expenses								0.00
SRF Loan-Interest	(440,689.24)	(881,510.69)	0.00		(1,322,199.93)	(677,976.27)	0.00	(677,976.27)
								0.00
Operational Expenses								0.00
Operations and Maintenance	(419,430.66)	(838,987.16)	0.00		(1,258,417.82)	(629,208.91)	0.00	(629,208.91)
Agency Administration	0.00	0.00	0.00		0.00	0.00	0.00	0.00
Internet Access	(425.18)	(850.50)	0.00		(1,275.68)	(637.84)	0.00	(637.84)
Total Expenditures	(154,750,001.95)	(303,751,604.67)	(6,298,241.97)	0.00	(464,799,848.59)	(355,090,713.10)	(39,382,437.69)	(394,473,150.79)
Contributions over (under) Expenditures - project to date	(70,939,856.47)	(151,340,306.73)	37,345.59	172,938,547.00	(49,304,270.61)	26,682,928.88	(5,660,501.69)	21,022,427.19

Stanislaus Regional Water Authority
For FY 2022-23 (Updated 12/08/2023)

Account Name	Original Budget	Amendments	Amended Budget 2022-23	Unaudited Actual 2022-23	Ceres	Turlock	TID	Other Proceeds	Totals for 2022-23
REVENUES									
Interest Income			0	(40,306.08)	(20,153.04)	(20,153.04)	0.00		(40,306.08)
34910 Integrated Water Mgmt Grant			0						
34911 Water Smart Grant			0						
34900_001 Agency Contribution - City of Turlock	39,754,728		39,754,728	45,118,501.71		45,118,501.71			45,118,501.71
34900_002 Agency Contribution - City of Ceres	22,189,606		22,189,606	25,449,152.02	25,449,152.02				25,449,152.02
34900_004 Agency Contribution - Turlock Irrigation District	1,473,907		1,473,907	1,736,250.51			1,736,250.51		1,736,250.51
34910 Integrated Water Mgmt Plant Grant				5,220,824.39	1,740,100.77	3,480,723.62			5,220,824.39
34912 Prop 68 Grant for Surface Water Project			0					0.00	0.00
34913 Prop 50 Grant for Surface Water Project			0	3,982,276.08	2,654,983.46	1,327,292.62			3,982,276.08
35440 SRF Funding Proceeds			0	67,321,904.00				67,321,904.00	67,321,904.00
Total Revenues	63,418,241	0	63,418,241	148,788,602.63	29,824,083.21	49,906,364.91	1,736,250.51	67,321,904.00	148,788,602.63
EXPENSES									
Pre-Treatment Plant Construction Project Expenses (950-53-552)									
43060_012 Contact Services Program Mgmt	90,927		90,927	176,140.82	88,449.03	87,691.79	0.00		176,140.82
43195 Special Legal Counsel	50,000		50,000	44,896.01	22,448.00	22,448.01	0.00		44,896.01
43332 Permitting			0		0.00	0.00			0.00
43332_002 Permitting - Water Rights Acquisition			0						0.00
45002_000 TID - electrical service	452,109		452,109		0.00	0.00	0.00		0.00
51001 Property Acquisition - facility site			0		0.00	0.00	0.00		0.00
51001 Property Acquisition - infiltration gallery			0		0.00	0.00	0.00		0.00
51001 Property Acquisition - Geer Road easement			0		0.00				0.00
51001 Property Acquisition - delivery facilities			0		0.00	0.00			0.00
51800_001 Wet Well Design			0						0.00
			0						0.00
Wet Well Construction			0						0.00
51801_001 Construction Contract (Overaa)			0						0.00
51801_002 Construction Management (Inferrera)			0						0.00
51801_005 Environmental (Horizon)	2,000		2,000						0.00
			0						0.00
Treatment Plant Construction - SRF funding eligible (950-53-553)									
43060_012 Contract Services - Program Mgmt Services	1,425,952		1,425,952	708,405.96	277,601.36	415,614.02	15,190.58		708,405.96
43195 Special Legal Counsel	50,000		50,000	7,569.40	3,710.14	3,710.15	149.11		7,569.40
43329 Environmental Services	66,200		66,200	46,804.74	19,922.10	20,548.75	6,333.89		46,804.74
43332 Permitting	112,000		112,000	365.00		365.00			365.00
					0.00	0.00	0.00		0.00
					0.00	0.00	0.00		0.00
					0.00	0.00	0.00		0.00
43332_001 Permitting - Environmental Mitigation			0						0.00
					0.00	0.00	0.00		0.00
					0.00	0.00	0.00		0.00
51802_001 Regional Trtmt Plant - Design/Build Contract	55,619,985		55,619,985	54,304,993.83	17,851,451.80	35,208,376.03	1,245,166.00		54,304,993.83
51802_002 Regional Trtmt Plant - Contract Management	501,960		501,960	435,662.75	140,936.90	286,143.29	8,582.56		435,662.75
Administrative Expenses (950-53-552)									
43055_002 Consultant Audit	10,000		10,000	720.00	360.00	360.00			720.00
43060_021 Contract Services General Manager	300,000		300,000	206,515.36	103,257.68	103,257.68			206,515.36
43060_023 Contract Services Watershed Sanitary Survey			0		0.00	0.00			0.00
43105_003 Interdepartmental Admin Support			0						0.00
					0.00	0.00			0.00
	12,500		12,500		0.00	0.00			0.00
	25,000		25,000	300.00	150.00	150.00			300.00
44001_000 Supplies	300		300		0.00	0.00			0.00
44035 Photocopies	500		500		0.00	0.00			0.00
44040_000 Postage	500		500	30.32	15.16	15.16			30.32
47010 Bank Charges	700		700		0.00	0.00			0.00
47040_000 Dues	4,500		4,500	4,180.00	2,090.00	2,090.00			4,180.00
47095_000 Training	1,000		1,000		0.00	0.00			0.00
				16,269,601.02	16,269,601.02				16,269,601.02
47092 Reimbursement to Turlock				36,228,879.87		36,228,879.87			36,228,879.87
Debt Expenses									
53027_001 SRF Loan-Interest	1,987,719		1,987,719	644,223.66	214,719.75	429,503.91			644,223.66
Operational Expenses									
TBD Operations and Maintenance	2,206,419		2,206,419	629,208.91	209,715.33	419,493.58			629,208.91
TBD Agency Administration	247,969		247,969		0.00	0.00			0.00
	0		0	637.84	212.59	425.25			637.84
TBD Operations Contingency	250,000		250,000						
Total Expenditures	63,418,240	0	63,418,240	109,709,135.49	35,204,640.86	73,229,072.49	1,275,422.14	0.00	109,709,135.49
Revenues Over (Under) Expenditures	1	0	1	39,079,467.14	(5,380,557.65)	(23,322,707.58)	460,828.37	67,321,904.00	39,079,467.14



1. A. **CALL TO ORDER:** Chair Bublak called the meeting to 12:00 p.m.

B. **SALUTE TO THE FLAG**

C. **ROLL CALL**

PRESENT: Director Bret Silveira, Director Pam Franco, Vice Chair Javier Lopez, Chair Amy Bublak

ABSENT:

2. **RECOGNITION, APPOINTMENTS, ANNOUNCEMENTS & PRESENTATIONS:** None

3. A. **SPECIAL BRIEFINGS:** None

B. **STAFF UPDATES:**

1. General Manager Goodman provided a presentation on project updates, the work allocation with Granberg and Associates, design build contract status, environmental clearance/permitting, status, operations agreement, Section 4.2-staffing and pre-acceptance duties, Cities readiness, funding/financing update, public outreach, and project photos.

Chair Bublak opened public participation and the following members of the public spoke:

Milt Trierweiler

With no further comment, Chair Bublak closed public participation.

2. City of Turlock Water Treatment Plant Manager Salena Estrada provided an update on the plant safety, equipment procurement, staffing, and construction progress.

Chair Bublak opened public participation.

There were no comments.

Chair Bublak closed public participation.

3. Finance Director Moreno provided an update on financial activities as of August 11, 2023.

Chair Bublak opened public participation.

There were no comments.

Chair Bublak closed public participation.

C. **PUBLIC PARTICIPATION:**

DRAFT

Chair Bublak opened public participation.

No one from the public spoke

Chair Bublak closed public participation.

4. DECLARATION OF CONFLICTS OF INTEREST AND DISQUALIFICATIONS: None

5. CONSENT CALENDAR:

- A. **Action:** Motion by Director Franco seconded by Director Silveira, to approve the minutes of the regular meeting of July 20, 2023. Motion carried 4/0 by the following vote:

Director Franco	Director Silveira	Vice Chair Lopez	Chair Bublak
Yes	Yes	Yes	Yes

6. PUBLIC HEARINGS: None

7. SCHEDULED MATTERS:

- A. General Manager Goodman introduced the item, and requested that the Board continue the contract with Granberg and Associates with monthly earnings capped at \$15,000. Consultant

Chair Bublak opened public participation and the following members of the public spoke:

Milt Trierweiler

With no further comment, Chair Bublak closed public participation.

Action: Motion by Director Franco, seconded by Director Silveira, to continue contract with Granberg and Associates with monthly earning capped at \$15,000 and to revisit the contract the next month. Motion carried 4/0 by the following vote:

Director Franco	Director Silveira	Vice Chair Lopez	Chair Bublak
Yes	Yes	Yes	Yes

8. MATTERS TOO LATE FOR THE AGENDA: None

9. BOARD ITEMS FOR FUTURE CONSIDERATION: None

10. BOARD COMMENTS: None

11. NEXT MEETING DATE: September 21, 2023, in Ceres

12. CLOSED SESSION: None

13. ADJOURNMENT: Chair Bublak adjourned the meeting at 12:45 p.m.

DRAFT

Respectfully submitted,

DRAFT

Angelica Gonsalves, Board Secretary



STANISLAUS REGIONAL WATER AUTHORITY REGULAR BOARD MEETING SCHEDULE

All Regular Meetings will convene at 12:00 p.m. at either Turlock City Hall, 156 South Broadway, Turlock, California, or Ceres Community Center, 2701 4th Street, Ceres, California, as referenced in the agenda. The Brown Act establishes the deadlines for posting meeting agendas. Regular Meeting agendas must be posted at least 72 hours in advance of the meeting. Special Meeting agendas must be posted at least 24 hours in advance of the meeting.

BOARD MEETING DATE	AGENDA POSTING DEADLINE (72 hours prior)	PRELIMINARY REVIEW: CONTRACTS & STAFF REPORTS DUE TO GENERAL COUNSEL (2 weeks prior)	REVIEWED & APPROVED REPORTS DUE TO BOARD SECRETARY (1 week prior)
<i>January 18, 2024</i>	January 12, 2024	January 4, 2024	January 11, 2024
<i>February 15, 2024</i>	February 12, 2024	February 1, 2024	February 8, 2024
<i>March 21, 2024</i>	March 18, 2024	March 7, 2024	March 14, 2024
<i>April 18, 2024</i>	April 15, 2024	April 4, 2024	April 11, 2024
<i>May 16, 2024</i>	May 13, 2024	May 2, 2024	May 9, 2024
<i>June 20, 2024</i>	June 17, 2024	June 6, 2024	June 13, 2024
<i>July 18, 2024</i>	July 15, 2024	July 5, 2024	July 11, 2024
<i>August 15, 2024</i>	August 12, 2024	August 1, 2024	August 8, 2024
<i>September 19, 2024</i>	September 16, 2024	September 5, 2024	September 12, 2024
<i>October 17, 2024</i>	October 14, 2024	October 3, 2024	October 10, 2024
<i>November 21, 2024</i>	November 18, 2024	November 7, 2024	November 7, 2024
<i>December 19, 2024</i>	December 16, 2024	December 5, 2024	December 12, 2024



From: Christopher Fisher, General Manager, SRWA

Prepared by: Janice Virgo, Staff Services Assistant

1. ACTION RECOMMENDED:

Motion: Approving an Agreement with First Shield Security and Patrol, Inc., for unarmed, private security services at Stanislaus Regional Water Authority Water Treatment Plant for a three (3) year term in an amount not to exceed \$1,061,000.

2. DISCUSSION OF ISSUE:

Background

In June 2023 the City initiated the following action:

- Preparing for the issuance of a Request for Proposals (RFP) for a multi-year agreement for unarmed, private security services for the Stanislaus Regional Water Authority (SRWA). The results of that process are further described in this staff report. Security services at the Transit Center and City Hall will be considered separately by the City of Turlock Council as part of a separate agreement.

Competitive Solicitation

On August 24, 2023, City of Turlock Purchasing staff released a Request for Proposals (RFP) for unarmed, private security services. This information was shared directly with the incumbent provider via email, advertised in accordance with standard purchasing procedures, as well as posted to the City's website. On September 8, 2023, Addendum No. 1 was issued to provide a response to questions submitted from prospective proposers. All proposals were due for submission by September 14, 2023 at 3:00 p.m.

The Purchasing Officer received a total of twelve (12) proposals from prospective firms. Each proposal was reviewed by an Evaluation Committee comprised of three (3) individuals: one (1) from the Transit Division, one (1) from the Human Relations Department, and one (1) from SRWA Operations Division. Each proposal was reviewed and scored against the established scoring criteria specified in the RFP:

Scoring Criteria	Maximum Points
Qualifications of Key Personnel	25
Approach to Providing the Requested Scope of Services	25
Price Proposal	20
Innovation/Creative Approach	20
References	10
Total Points Available	
	100

After a careful review of the proposals, the Evaluation Committee members combined their individual scores and averaged them, resulting in the following ranked order:

Proposer	Score
First Shield Security and Patrol, Inc.	92
American Global Security, Inc.	87
CrimeTek Security, Inc.	82
Citiguard, Inc.	70
American Guard Services, Inc.	59
Allied Universal Security Services	53
American Custom Private Security, Inc.	53
A1 Protective Services, LLC	53
Inter-Con Security	51
Aone Security, Inc.	48
Third Eye Security Services, Inc.	38
Eternity Private Security	20

The Evaluation Committee found the proposal (Professional Services Agreement, Exhibit A) submitted by First Shield Security and Patrol, Inc., of Tracy, California, to most clearly reflect an accurate understanding of the scope of work, as well as reflect the greatest capacity to deliver those services in a competitively priced manner. Accordingly, this proposer received the highest overall score.

Armed vs. Unarmed Security

The City did not solicit for armed security guards for three (3) primary reasons:

- There's a substantial increase in the hourly rate for armed guards, given the additional training required for such a position;
- The nature of the work at the Transit Center or at City Hall does not seem to require it; and
- Armed individuals employed to support transit operations are required to comply with extensive drug and alcohol program requirements, which would be difficult from an operational standpoint with a contracted operator.

Recommendation

SRWA staff is recommending the SRWA Board award an Agreement to First Shield Security and Patrol, Inc. (Attachment B), in an amount not to exceed between \$343,155 and \$364,053 annually and not to exceed \$1,061,000 for a three (3) year base term with no extension options. Services would commence on November 1, 2023 and terminate on October 31, 2026.

Security services at the Transit Center and City Hall, as outlined in the RFP, will be considered separately by the City of Turlock Council as part of a separate agreement.

3. BASIS FOR RECOMMENDATION:

- A. First Shield Security and Patrol, Inc., was identified by a three (3) member evaluation committee to have provided the best proposal in response to the RFP.
- B. A three (3) year base term minimizes the administrative time spent in the extension process, ensures continuity of service, and retains the right of the City to terminate the Agreement at its convenience at any time, if necessary.

4. FISCAL IMPACT / BUDGET AMENDMENT:

First Shield Security and Patrol, Inc., has proposed to provide services at Stanislaus Regional Water Authority Water Treatment Plant at the rate of \$28.00 per hour for regular services, \$42.00 per hour for services provided on an identified holiday (seven per year).

Staff prepared cost estimates for the location based on the estimated hours for when services would be needed, the hourly rates identified in the proposal, as well as a three percent (3%) increase in the second and third years, respectively, to account for a potential request for a compensation increase as provided in the Agreement (Section 6.1). These potential price increases are not guaranteed and are included solely to ensure that the Agreement has a reasonable financial capacity to accommodate such future increases if requested by the vendor and if approved by the SRWA board in accordance with Section 6.1 of the Agreement. If these cost estimates were not included as part of the original contract, then any future increase made pursuant to Section 6.1 would require an amendment to the Agreement.

The Water Treatment Plant has sufficient funding budgeted in the FY 2023-24 municipal budget in Fund "Operations" Account No. 950-53-550.43351 "SRWA Site Security" to pay for the specified services for the remainder of the current fiscal year (eight months). No budget amendment is required.

A breakdown of the cost estimate for this location is specified below:

Type of Time	Hourly Rate	Number of Hours	Subtotal
Regular	\$28.00	12,888	\$360,864.00
Holiday (supplemental)	\$14.00	252	\$3,528.00
Total (before increases)			\$364,392.00
Year 1 (no increase)			\$121,464.00
Year 2 (with estimated 3% increase)			\$125,107.92
Year 3 (with compounded estimated 3% increase)			\$128,861.16
Total (including increases)			\$375,433.08
Requested Amount (rounded to nearest thousand)			\$376,000.00

Staff is recommending a not to exceed amount of between \$121,464 and \$128,862 annually and a not to exceed amount of \$376,000 over the term of the Agreement, which is the combination of the identified amounts for SRWA, over the three (3) year term of the Agreement, which was a separate Agreement approved by City of Turlock Council.

5. GENERAL MANAGER’S COMMENTS:

Recommend approval

6. ENVIRONMENTAL DETERMINATION:

This action is not subject to the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15378 (Project) of the CEQA guidelines. This action consists of “organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment” and therefore is not considered a project.

7. ALTERNATIVES:

- A. Reject an award of an agreement to the selected firm and provide an award to an alternate firm instead. Staff does not recommend this approach as the identified firm was selected by an Evaluation Committee in accordance with the evaluation criteria specified in the RFP. In addition, awarding an agreement outside of the specified scoring criteria could result in a protest filed by originally identified firm.

- B. Reject an award of an agreement to any firm and re-solicit proposals through another competitive process. Staff does not recommend this approach because the selected firm was identified by the Evaluation Committee as competent and capable after a thorough evaluation process. In addition, it is unlikely that pricing will go down if seeking new proposals.

8. ATTACHMENTS:

- A. Professional Services Agreement
Exhibit A: Response to Request for Proposal RFP #23-018

Stanislaus Regional Water Authority Services Agreement

This Agreement is entered into as of the date last signed and dated below by and between Stanislaus Regional Water Authority, a local government agency (“SRWA”), and First Shield Security and Patrol, Inc., a California stock corporation (“Professional”), who agree as follows:

1 Scope of Work

Contractor shall perform the work and render the services described in the attached Exhibit A (the “Work”). Contractor shall provide all labor, services, equipment, tools, material and supplies required or necessary to properly, competently and completely perform the Work. Contractor shall determine the method, details and means of doing the Work.

2 Payment

2.1 SRWA shall pay to Contractor a fee based on:

___ Contractor’s time and expenses necessarily and actually expended or incurred on the Work in accordance with Contractor’s fee schedule on the attached Exhibit A.

___ The fee arrangement described on the attached Exhibit A.

The total fee for the Work shall not exceed between \$121,464 and \$128,862 and total compensation shall not exceed Three hundred Seventy-Six Thousand and 00/100 Dollars (\$376,000.00) (“Maximum Payment”). There shall be no compensation for extra or additional work or services by Contractor unless approved in advance in writing by SRWA. Contractor’s fee includes all of Contractor’s costs and expenses related to the Work.

2.2 At the end of each month, Contractor shall submit to SRWA an invoice for the Work performed during the preceding month. The invoice shall include a brief description of the Work performed, the dates of Work, number of hours worked and by whom (if payment is based on time), payment due, and an itemization of any reimbursable expenditures. If the Work is satisfactorily completed and the invoice is accurately computed, SRWA shall pay the invoice within 30 days of its receipt.

3 Term

3.1 This Agreement shall take effect on the above date and continue in effect for: (a) three (3) years from the Effective Date, (b) completion of the Work, or (c) termination as provided below, whichever occurs first. Time is of the essence in this Agreement. If Exhibit A includes a Work schedule or deadline, then Contractor must complete the Work in accordance with the specified schedule or deadline, which may be extended by SRWA for good cause shown by Contractor. If Exhibit A does not include a Work schedule or deadline, then Contractor must perform the Work diligently and as expeditiously as possible, consistent with the professional skill and care appropriate for the orderly progress of the Work.

3.2 This Agreement may be terminated at any time by SRWA upon 10 days advance written notice to Contractor. In the event of such termination, Contractor shall be fairly compensated for all work performed to the date of termination as calculated by SRWA based on the above fee and payment provisions. Compensation under this section shall not include any termination-related expenses, cancellation or demobilization charges, or lost profit associated with the expected completion of the Work or other such similar payments relating to Contractor's claimed benefit of the bargain.

4 Professional Ability of Contractor

4.1 Contractor represents that it is specially trained and experienced, and possesses the skill, ability, knowledge and certification, to competently perform the Work provided by this Agreement. SRWA has relied upon Contractor's training, experience, skill, ability, knowledge and certification as a material inducement to enter into this Agreement. All Work performed by Contractor shall be in accordance with applicable legal requirements and meet the standard of care and quality ordinarily to be expected of competent professionals in Contractor's field.

4.2 {Intentionally Omitted}

5 Conflict of Interest

Contractor (including principals, associates and professional employees) represents and acknowledges that (a) it does not now have and shall not acquire any direct or indirect investment, interest in real property or source of income that would be affected in any manner or degree by the performance of Contractor's services under this agreement, and (b) no person having any such interest shall perform any portion of the Work. The parties agree that Contractor is not a designated employee within the meaning of the Political Reform Act and SRWA's conflict of interest code because Contractor will perform the Work independent of the control and direction of the SRWA or of any SRWA official, other than normal contract monitoring, and Contractor possesses no authority with respect to any SRWA decision beyond the rendition of information, advice, recommendation or counsel.

6 Contractor Records

6.1 Contractor shall keep and maintain all ledgers, books of account, invoices, vouchers, canceled checks, and other records and documents evidencing or relating to the Work and invoice preparation and support for a minimum period of three years (or for any longer period required by law) from the date of final payment to Contractor under this Agreement. SRWA may inspect and audit such books and records, including source documents, to verify all charges, payments and reimbursable costs under this Agreement.

6.2 In accordance with California Government Code section 8546.7, the parties acknowledge that this Agreement, and performance and payments under it, are subject to examination and audit by the California State Auditor for three years following final payment under the Agreement.

7 Ownership of Documents

All works of authorship and every report, study, spreadsheet, worksheet, plan, design, blueprint, specification, drawing, map, photograph, computer model, computer disk, magnetic tape, CAD data file, computer software and any other document or thing prepared, developed or created by Contractor under this Agreement and provided to SRWA (“Work Product”) shall be the property of SRWA, and SRWA shall have the rights to use, modify, reuse, reproduce, publish, display, broadcast and distribute the Work Product and to prepare derivative and additional documents or works based on the Work Product without further compensation to Contractor or any other party. Contractor may retain a copy of any Work Product and use, reproduce, publish, display, broadcast, and distribute any Work Product and prepare derivative and additional documents or works based on any Work Product; provided, however, that Contractor shall not provide any Work Product to any third party without SRWA’s prior written approval, unless compelled to do so by legal process. If any Work Product is copyrightable, Contractor may copyright the same, except that, as to any Work Product that is copyrighted by Contractor, SRWA reserves a royalty-free, nonexclusive and irrevocable license to use, reuse, reproduce, publish, display, broadcast, and distribute the Work Product and to prepare derivative and additional documents or works based on the Work Product. If SRWA reuses or modifies any Work Product for a use or purpose other than that intended by the scope of work under this Agreement, then SRWA shall hold Contractor harmless against all claims, damages, losses, and expenses arising from such reuse or modification. For any Work Product provided to SRWA in paper format, upon request by SRWA at any time (including, but not limited to, at expiration or termination of this Agreement), Contractor agrees to provide the Work Product to SRWA in a readable, transferable, and usable electronic format generally acknowledged as being an industry-standard format for information exchange between computers (e.g., Word file, Excel spreadsheet file, AutoCAD file).

8 Confidentiality of Information {Intentionally Omitted}

9 Compliance with Laws

9.1 General. Contractor shall perform the Work in compliance with all applicable federal, state and local laws and regulations. Contractor shall possess, maintain and comply with all federal, state and local permits, licenses and certificates that may be required for it to perform the Work. Contractor shall comply with all federal, state and local air pollution control laws and regulations applicable to the Contractor and its Work (as required by California Code of Regulations title 13, section 2022.1). Contractor shall be responsible for the safety of its workers and Contractor shall comply with applicable federal and state worker safety-related laws and regulations.

9.2 California Labor Code Compliance for Pre- and Post-Construction Related Work and Maintenance.

9.2.1 This section 9.2 applies if the Work includes either of the following:

9.2.1.1 Labor performed during the design, site assessment, feasibility study and pre-construction phases of construction, including, but not limited to, inspection and land surveying work, and labor performed during the post-construction phases of construction, including, but not limited to, cleanup work at the jobsite. (See California Labor

Code section 1720(a.) If the Work includes some labor as described in the preceding sentence and other labor that is not, then this section 9.2 applies only to workers performing the pre-construction and post-construction work.

9.2.1.2 “Maintenance” work, which means (i) routine, recurring and usual work for the preservation, protection and keeping of any SRWA facility, plant, building, structure, utility system or other property (“SRWA Facility”) in a safe and continually usable condition, (ii) carpentry, electrical, plumbing, glazing, touchup painting, and other craft work designed to preserve any SRWA Facility in a safe, efficient and continuously usable condition, including repairs, cleaning and other operations on SRWA machinery and equipment, and (iii) landscape maintenance. “Maintenance” excludes (i) janitorial or custodial services of a routine, recurring or usual nature, and (ii) security, guard or other protection-related services. (See California Labor Code section 1771 and 8 California Code of Regulations section 16000.) If the Work includes some “maintenance” work and other work that is not “maintenance,” then this section 9.2 applies only to workers performing the “maintenance” work.

9.2.2 Contractor shall comply with the California Labor Code provisions concerning payment of prevailing wage rates, penalties, employment of apprentices, hours of work and overtime, keeping and retention of payroll records, and other requirements applicable to public works as may be required by the Labor Code and applicable state regulations. (See California Labor Code division 2, part 7, chapter 1 (sections 1720-1861), which is incorporated in this Agreement by this reference.) The state-approved prevailing rates of per diem wages are available at <http://www.dir.ca.gov/oprl/DPreWageDetermination.htm>. Contractor also shall comply with Labor Code sections 1775 and 1813, including provisions that require Contractor to (a) forfeit as a penalty to SRWA up to \$200 for each calendar day or portion thereof for each worker (whether employed by Contractor or any subcontractor) paid less than the applicable prevailing wage rates for any labor done under this Agreement in violation of the Labor Code, (b) pay to each worker the difference between the prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof for which the worker was paid less than the prevailing wage, and (c) forfeit as a penalty to SRWA the sum of \$25 for each worker (whether employed by Contractor or any subcontractor) for each calendar day during which the worker is required or permitted to work more than 8 hours in any one day and 40 hours in any one calendar week in violation of Labor Code sections 1810 through 1815.

9.2.3 If the Work includes labor during pre- or post-construction phases as defined in section 9.2.1.1 above and the amount of the fee payable to Contractor under section 2 of this Agreement exceeds \$25,000, Contractor must be registered and qualified to perform public work with the Department of Industrial Relations pursuant section 1725.5 of the Labor Code.

Contractor’s Public Works Contractor Registration Number: _____

9.2.4 If the Work includes maintenance as defined in section 9.2.1.2 above and the amount of the fee payable to Contractor under section 2 of this Agreement exceeds \$15,000, Contractor must be registered and qualified to perform public work with the Department of Industrial Relations pursuant section 1725.5 of the Labor Code.

Contractor’s Public Works Contractor Registration Number: _____

d. {Intentionally Omitted}

10 Indemnification.

10.1 Contractor shall indemnify, defend, protect, and hold harmless SRWA, and its officers, employees and agents (“Indemnitees”) from and against any claims, liability, losses, damages and expenses (including attorney, expert witness and consultant fees, and litigation costs) (collectively a “Claim”) that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor or its employees, agents or subcontractors. The duty to indemnify, including the duty and the cost to defend, is limited as provided in this section. However, this indemnity provision will not apply to any Claim arising from the sole negligence or willful misconduct of SRWA or its employees or agents. Contractor’s obligations under this indemnification provision shall survive the termination of, or completion of Work under, this Agreement.

10.2 This section 10.2 applies if the Contractor is a “design professional” as that term is defined in Civil Code section 2782.8. If a court or arbitrator determines that the incident or occurrence that gave rise to the Claim was partially caused by the fault of an Indemnatee, then in no event shall Contractor’s total costs incurred pursuant to its duty to defend Indemnitees exceed Contractor’s proportionate percentage of fault as determined by a final judgment of a court or final decision of arbitrator.

11 Insurance

Types & Limits. Contractor at its sole cost and expense shall procure and maintain for the duration of this Agreement the following types and limits of insurance: ***[The general liability and automobile coverage limits may be adjusted depending on the Work’s overall risks, cost and complexity.]***

<i>Type</i>	<i>Limits</i>	<i>Scope</i>
Commercial general liability	\$2,000,000 per occurrence & \$4,000,000 aggregate	at least as broad as Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury
Automobile liability	\$1,000,000 per accident	at least as broad as ISO Business Auto Coverage (Form CA 00 01)
Workers’ compensation	Statutory limits	
Employers’ liability	\$1,000,000 per accident	
Professional liability*	\$1,000,000 per claim	

*Required only if Contractor is a licensed engineer, land surveyor, geologist, architect, doctor, attorney or accountant.

11.1 **Other Requirements.** The general and automobile liability policy(ies) shall be endorsed to name SRWA, its officers, employees, board members, volunteers and agents as additional insureds regarding liability arising out of the Work. Contractor's general and automobile coverage shall be primary and apply separately to each insurer against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. SRWA's insurance or self-insurance, if any, shall be excess and shall not contribute with Contractor's insurance. Each insurance policy shall be endorsed to state that coverage shall not be canceled, except after 30 days (10 days for non-payment of premium) prior written notice to SRWA. Insurance is to be placed with insurers authorized to do business in California with a current A.M. Best's rating of A:VII or better unless otherwise acceptable to SRWA. Workers' compensation insurance issued by the State Compensation Insurance Fund is acceptable. Except for professional liability insurance, Contractor agrees to waive subrogation that any insurer may acquire from Contractor by virtue of the payment of any loss relating to the Work. Contractor agrees to obtain any endorsement that may be necessary to implement this subrogation waiver. The workers' compensation policy must be endorsed to contain a subrogation waiver in favor of SRWA for the Work performed by Contractor.

11.2 **Proof of Insurance.** Upon request, Contractor shall provide to SRWA the following proof of insurance: (a) certificate(s) of insurance evidencing this insurance; and (b) endorsement(s) on ISO Form CG 2010 (or insurer's equivalent), signed by a person authorized to bind coverage on behalf of the insurer(s), and certifying the additional insured coverage.

12 **General Provisions**

12.1 **Entire Agreement; Amendment.** The parties intend this writing to be the sole, final, complete, exclusive and integrated expression and statement of the terms of their contract concerning the Work. This Agreement supersedes all prior oral or written negotiations, representations, contracts or other documents that may be related to the Work, except those other documents (if any) that are expressly referenced in this Agreement. This Agreement may be amended only by a subsequent written contract approved and signed by both parties.

12.2 **Independent Contractor.** Contractor's relationship to SRWA is that of an independent contractor. All persons hired by Contractor and performing the Work shall be Contractor's employees or agents. Contractor and its officers, employees and agents are not SRWA employees, and they are not entitled to SRWA employment salary, wages or benefits. Contractor shall pay, and SRWA shall not be responsible in any way for, the salary, wages, workers' compensation, unemployment insurance, disability insurance, tax withholding, and benefits to and on behalf of Contractor's employees. Contractor shall, to the fullest extent permitted by law, indemnify SRWA, and its officers, employees, board members, volunteers and agents from and against any and all liability, penalties, expenses and costs resulting from any adverse determination by the federal Internal Revenue Service, California Franchise Tax Board, other federal or state agency, or court concerning Contractor's independent contractor status or employment-related liability.

12.3 **Subcontractors.** No subcontract shall be awarded nor any subcontractor engaged by Contractor without SRWA's prior written approval. Contractor shall be

responsible for requiring and confirming that each approved subcontractor meets the minimum insurance requirements specified in section 11 of this Agreement. Any approved subcontractor shall obtain the required insurance coverages and provide proof of same to SRWA in the manner provided in section 11 of this Agreement.

12.4 **Assignment.** This Agreement and all rights and obligations under it are personal to the parties. The Agreement may not be transferred, assigned, delegated or subcontracted in whole or in part, whether by assignment, subcontract, merger, operation of law or otherwise, by either party without the prior written consent of the other party. Any transfer, assignment, delegation, or subcontract in violation of this provision is null and void and grounds for the other party to terminate the Agreement.

12.5 **No Waiver of Rights.** Any waiver at any time by either party of its rights as to a breach or default of this Agreement shall not be deemed to be a waiver as to any other breach or default. No payment by SRWA to Contractor shall be considered or construed to be an approval or acceptance of any Work or a waiver of any breach or default.

12.6 **Severability.** If any part of this Agreement is held to be void, invalid, illegal or unenforceable, then the remaining parts will continue in full force and effect and be fully binding, provided that each party still receives the benefits of this Agreement.

12.7 **Governing Law and Venue.** This Agreement will be governed by and construed in accordance with the laws of the State of California. The county and federal district court where SRWA's office is located shall be venue for any state and federal court litigation concerning the enforcement or construction of this Agreement.

12.8 **Notice.** Any notice, demand, invoice or other communication required or permitted to be given under this Agreement must be in writing and delivered either (a) in person, (b) by prepaid, first class U.S. mail, (c) by a nationally-recognized commercial overnight courier service that guarantees next day delivery and provides a receipt, or (d) by email with confirmed receipt. Such notices, etc. shall be addressed as follows:

SRWA:

Stanislaus Regional Water Authority

Attn: _____

[insert complete name and address for contract manager]

E-mail: _____

Contractor:

Attn: _____

E-mail: _____

Notice given as above will be deemed given (a) when delivered in person, (b) three days after deposited in prepaid, first class U.S. mail, (c) on the date of delivery as shown on the overnight courier service receipt, or (d) upon the sender's receipt of an email from the other party confirming the delivery of the notice, etc. Any party may change its contact information by notifying the other party of the change in the manner provided above.

12.9 **Signatures and Authority.** Each party warrants that the person signing this Agreement is authorized to act on behalf of the party for whom that person signs. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute the same instrument. Counterparts may be delivered by facsimile, electronic mail (including PDF or any electronic signature complying with California's Uniform Electronic Transactions Act (Cal. Civ. Code, §1633.1, et seq.) or any other applicable law) or other transmission method. The parties agree that any electronic signatures appearing on the Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

Stanislaus Regional Water Authority:

Dated: _____

By: _____

[Name]

[Title]

[Name of Contractor]:

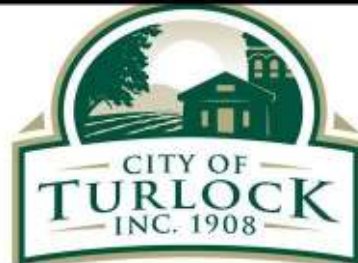
Dated: _____

By: _____

[Name/Title]



**RESPONSE TO REQUEST FOR PROPOSAL
RFP # 23-018**



September 14, 2023

Attention: Purchasing Officer

156 S. Broadway, Suite 270

Turlock, CA 95380

Submitted By: Omar Noory omar@firstshieldsecurity.com

First Shield Security and Patrol

(PPO 121833)

1660 W. Linne Rd Suite 222

Tracy, CA 95377

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PROPOSAL HIGHLIGHTS

Purchasing Officer
City of Turlock
156 S. Broadway, Suite 270
Turlock, Ca 95380

RE: Response to RFP #23-0180

Dear Purchasing Officer

Thank you for the opportunity to provide you with our proposal to provide security services to City of Turlock. We understand the integral role quality uniformed security officers play in serving your staff and the community, and it would be our privilege to deliver the required services to City of Turlock.

First Shield Security and Patrol has knowledge/experience and are currently providing very similar scope services to the City of Hayward.

We will provide top quality officers who look professional, reliably stand their posts, and are trained to deal with challenges knowing that customer service is at the forefront. Our security officers will perform their post responsibilities and serve as ambassadors as they greet, provide helpful directions, and help in the course of their duties.

Our officers will be trained on the balance between providing outstanding customer service, protecting the property, and providing support to the members of your community.

Our officers will be well compensated, will receive unequalled training, and will be diligently managed.

We've learned that preparation, practice, and diligent management oversight are essential to keeping the property secure and safe. Our initial training and continuing professional education program are distinguished and award-winning. By combining fundamental security officer training with industry-specific subjects we help our officers better understand their responsibilities.

Our Value Proposition to City of Turlock includes these commitments:

- We will provide licensed, professional, Security Officers with clean background check who meet First Shield Security' standards as well as the Staffing Requirements you have outlined for us.
- First Shield Security will ensure we continuously understand your standards, expectations, and security service needs. This will be done through regularly scheduled management meetings with you, as well as with the site security supervisor.
- **First Shield Security is expanding a new branch office in the City of Turlock!** With our Turlock branch office located nearby, City of Turlock will be uniquely located allowing for superlative supervision and service from FSSP. We will also host a strong, hearty 24-hour vehicular patrol operations. These fully equipped patrol vehicles and our highly trained Patrol Officers will be directed to support City of Turlock at a moment's notice.

- **Quality Service Provider to Well Known Clients.** We provide security services to many well-known clients who will be happy to serve as references for our services. Some of our better-known clients are: The City of Hayward, The City of Santa Clara, The City of San Jose, Jewish Community Center, Bellarmine College Prep and Alameda Point Collaborative to name a few.

We have management and supervisors who have experienced working with City Contracts that included City Hall, Parking Garage, Water District and major busy Airport and are available 24 hours of every day, responsible and authorized to make decisions locally, and they, like our officers, will be accountable for contract performance.

We are confident that our firm is exceptionally positioned to professionally represent City of Turlock. We look forward to continued partnering discussions with you in the future.

Sincerely,

Omar Noory
President/CEO
First Shield Security and Patrol
408-460-2570 cell

Statement from our city clients

“I greatly appreciate how gracious and supportive you have been with us throughout this entire process. Your team’s response to our initial call, and every call after that have been nothing but attentive and handled with great care. Our Library system definitely needed a change and your team was the breath of fresh air that we’ve been holding out for”

Anh Tran
San Jose Public Library

“We can see a drastic change since the new company took over. With confidence, I can speak on behalf of my team that we see a huge improvement and feel safer coming into work. In fact, many of us comment on it regularly. The entire security team is wonderful, but we work with Martha and Robert the most. Martha is handling walk ins and has everyone sign in and will call us to let us know someone has arrived or if someone is requesting to come up. Robert is a rockstar! His appearance makes a bigger impact, and he doesn’t hesitate to take the initiative. I have heard numerous stories of him helping employees feel safer by clearing out individuals, being able to get to locations quickly, and being vigilant. He doesn’t just sit around. He doesn’t wait for someone to complain or ask him to handle something, if he sees or hears something suspicious, he goes out to investigate”.

Tia Traut
City of Hayward

COMPANY FACTS

- Widely regarded as a premium service security provider
- Market Segment sweet spot - Heavy Public Interaction Environments
- Security Service provider to government services
- First Shield Security and Patrol was established in 2013
- Management Stakeholders average +25 years of industry experience
- 150 Employees
- Three Fully Staffed Operating Branches
- 24Hours Dispatch Services

MISSION STATEMENT

AT FIRST SHIELD SECURITY, WE BELIEVE OUR CULTURE TO BE SUMMED UP BY OUR MISSION STATEMENT:

“TO PROVIDE THE BEST SECURITY AND CONSULTING SERVICES TO OUR CLIENTS BY DEMONSTRATING RESPONSIVENESS, DILIGENCE, JUDGMENT AND BUILDING ON OUR CULTURE OF EXCELLENCE.”

WE RECOGNIZE THAT OUR BIGGEST ASSET IS OUR EMPLOYEES. WE ENCOURAGE OUR EMPLOYEES TO TAKE ADVANTAGE OF CERTIFICATION PROGRAMS, AS WELL AS, CONTINUING THEIR FORMAL EDUCATION. AT FIRST SHIELD SECURITY YOU'LL FIND EMPLOYEES THAT HAVE BEEN WITH US FOR DECADE, AND SOME ARE THE LEADERS AND INNOVATORS IN OUR INDUSTRY.

FIRST SHIELD SECURITY AND PATROL SUMMARY OF KEY DIFFERENTIATORS

WHAT MAKES US DIFFERENT

What makes First Shield Security different from other companies?

First Shield Security and Patrol Inc offers a comprehensive solution for our client's security needs. Our security consultants will work with you to identify your security risks and address them with the variety of our services while keeping your budget constraints in mind. First Shield Security and Patrol Inc, works with clients in a true partnership ensuring that they can focus on their primary business with peace of mind. See what sets us apart and experience what makes us successful. We are a dedicated team of professionals that will dedicate our team to your team to unite to provide an effective professional, proactive, security solution!

People ask **what makes FIRST SHIELD different from other local security companies** and we always tell them two things: **people and experience**. Our success is measured by the satisfaction of our clients.

Our clients chose us (and are extremely loyal to us) because of our team. We are here to solve their problems with the least amount of stress. Our clients rave about the character, ethics and smiling personality of our team. Unlike some of our competitors, we treat every one of our client as if they are our *only* client.

Our client appreciate the value in the experience First Shield Security team brings.

Why Do Our Clients Choose Us?

Other independent companies compete in the same market. And, of course, the security giants like Securitas, Allied Universal have local presence, too. When new client come to us from another provider, their two biggest complaints are:

1. Frustration with security officer not performing the duties
2. Disappointment with the level of customer service (ie: no personal attention from management)

With FIRST SHIELD, There's No Fine Print.

We know that securing your property and protecting your business is top priority. That's why we take our business so seriously. The terms of our agreement with you are made clear: **we'll never lock you into a long-term contract**, and we know that you'll be happier with our service.

The SHIELD Difference:

- 1) With First Shield, **you can trust that you have a reliable security company** that is customized to your needs. Unlike many other security companies, First Shield has no standard package because each client's needs are unique. We deliver **high-quality and affordable service** where our customers' satisfaction always is guaranteed.
- 2) Our security consultants will work with you to identify your security risks and address them with the variety of our services while keeping your budget constraints in min
- 3) We believe in **earning the privilege of securing your** business every day. Therefore, we don't require long-term binding contracts.
- 4) Our field operations supervisors will be available 24 hours a day respond to requests and emergencies.
- 5) **First Shield offers a free Guard Scan system and supervisory visits per eight hour shift at our sites.** Our security officers are held accountable to frequently patrol sensitive spots of the property and to provide detailed activity reports for each shift.
- 6) Security consultants will frequently seek client's feedback on past performance and adjust the services accordingly.
- 7) First Shield carries general liability insurance, workmen's compensation, and automobile insurance that exceeds industry standards. We will accommodate any client's insurance requirements.
- 8) Security consultants with decades of experience in the security field will devise a security plan catering to your property's security needs within your budget. The consultation and personalized management of your security needs is included in the price of your services.
- 9) We can start security services within an hour of call. We will still provide a free consultation and customized security plan within the commencement day of your security services.
- 10) First Shield security officers are licensed and undergo over 40 hours of training on and off the job. Additionally, First Shield provides every security officer with skill and on the job training unmatched in the industry.

Our reputation as one of the most respected California security firms is a direct result of our long-standing mission to provide the highest quality service, rather than merely increasing our client roster.

FSSP is legally permitted to conduct business in the State of California and is properly licensed by the California Bureau of Security and Investigative Services to perform the Services. PPO #121833

History and Qualification

First Shield Security and Patrol Background Synapses

Legal Name: First Shield Security and Patrol Inc. (FSSP)
Firm Size: 150 plus employees
Ownership: Entirely American owned, California ownership and California management
Activity Dominance: Bay Area / Central Valley
PPO: PPO 121833 (Private Patrol Operator License)
Federal ID Number: 47-3354411
State Employer No.: 024-2009-9
Related Experience
of the Leadership: 25 Years



FSSP has provided security service to its customers in:

- City of Fremont
- City of Hayward
- City of Emeryville
- City of Newark
- City of Alameda
- City of San Jose
- City of Milpitas
- City of Santa Clara
- City of Palo Alto
- Central Valley
- City of Tracy



Financial Stability

First Shield Security and Patrol Inc has been working successful with no business losses for years.

- FSSP has steady cash flow
- FSSP has no financial debt
- FSSP has adequate monetary reserves in one of prestigious California-registered banks
- FSSP has good standing IRS and California State Franchise Tax records
- FSSP has Excellent credit records through all three leading national credit reporting agencies

Lawsuit/Litigation

First Shield Security and Patrol Inc has no open or closed legal proceedings lawsuits. There are no outstanding lien or legal financial obligations against FSSP in state of California or any other state

SECTION II

Leadership Approach

The Project's main point of contact



Omar Noory

As President and CEO of FSSP, Mr. Noory is involved in the daily operations of the agency. He formulates company policy and over sees operations, training and administration of the company and its managers. Mr. Noory will actively participate and will have ultimate approval authority for any executive or operational decisions affecting your account. He holds qualified manager's licensed and a PPO license from the state of California.

Omar Noory's involvement with security and investigations dates back to 1997 when he began his security career as a uniform officer with the one of most respectful firm and quickly elevated to upper management position.

- **Notably, Mr. Noory managed the City of San Jose Security, City Hayward, City of Santa Clara and City of Stockton. Mr. Noory also managed city of Fairfield parking garage security, city of Concord and City of Oakland.**

PROFESSIONAL INDUSTRY AFFILIATIONS :



CALIFORNIA ASSOCIATION OF LICENSED
SECURITY AGENCIES, GUARDS AND ASSOCIATES

Customer Intimacy Approach

At First Shield Security and Patrol, we embrace a Customer Intimacy Approach. This approach results in:

- Our Branch Offices and Branch Management Staff are close to our client and to our employees.
- This facilitates an understanding of our clients' objectives and difficulties.
- We act as a strategic partner instead of a tactical supplier.

First Shield Security believes quality is not a program but must be in the First Shield Security's culture, ingrained throughout our approach to business. We achieve quality and strive for continuous improvement through our comprehensive approach to the key performance drivers that will enable First Shield Security to meet and exceed your standards and expectations.

These performance indicators are contained in the First Shield Security and Patrols' Value Proposition:

◆ Compliance

Through our compliance commitments contained herein, First Shield Security and Patrols' will ensure quality Security Officers are screened assigned and regularly inspected for quality performance, job knowledge and appearance.

◆ Communications

Our management teams maintain frequent and regular communications to ensure open communications.

◆ Strategic Approach

Our overarching approach and goal is to enjoy a strategic partnership instead of just a tactical vendor one.

◆ Training

Our comprehensive training capabilities and commitments (more thoroughly described in other sections) will ensure that Security Officers are properly trained prior to assignment and receive continuous training through our commitments herein.

➤ COMPLIANCE

Compliance -- Pre-Assignment: In addition to adhering to our comprehensive screening process, all officers must pass a pre-assignment interview and test with Project or Branch Managers who also coordinate new officers' initial training with the appropriate Security Supervisor and the designated Field Training Officers (FTO). At the end of the officer(s) initial training, a comprehensive site-specific test on post orders must be passed before the officer is certified to handle his/her assigned schedule.

Compliance -- Security Supervisors: Will document their ongoing supervisory efforts with conducting officer compliance inspections



utilizing the First Shield Security and Patrol spot check form which will require them to review the officer's post order knowledge and appearance.

Compliance – Management:

Account/Project Manager:

- Will be required to approve all comprehensive site-specific tests and will be tasked to provide a minimum of four (4) officer compliance inspections per week
- Will provide weekly reports of audited Guard Tour patrols to demonstrate patrol compliance as well as corrective measures
- Will ensure Post Orders are updated as required and at a six (6) month minimum

Branch Manager:

- Will provide a minimum of five (5) officer compliance inspections per month

Corporate Training & Compliance Manager:

- Will provide ongoing officer compliance inspections per month and report results directly to the President and the Chief Operating Officer
- Will ensure officers maintain their state training certifications

➤ **COMMUNICATIONS**

The key to a successful security program is communication. First Shield Security and Patrol's processes are designed to provide prompt information in structured, accessible methods.

Response: In order to ensure an effective, "real time" communications protocol, First Shield Security offers direct access to all management. Substantive communications attendant to the execution of the contract will be channeled to the assigned Site Security Manager and upwards to the Branch Manager. City of Turlock personnel can make one call/email to the site manager, and she/he will be responsible for executing the request/change or following up on a concern.



We recognize that our biggest asset is our employees

Security Officers:

- **Officer of the Month:** This award will be presented to an onsite security officer and communicated to the entire assigned staff. Our philosophy is to reward behavior that we want repeated. To be eligible to receive the Officer of the Month award, officers must meet the following criteria:
 - Be a First Shield Security and Patrol / First Shield Security and Patrol employee for at least six (6) months
 - Have an exemplary work ethic to include using initiative and solving problems. This includes no written warnings for at least six (6) months.
 - Appearance must always be neat, clean and in compliance with company / site standards
 - Officers' must: be AB2880 compliant and must be up-to-date with any site training requirements
 - Solid track record for attendance reliability. This includes no call-offs, tardiness in the last 60 days

- **Award -- Security Officer of The Month**
The selected Security Officer of the Month will receive the following recognition and rewards:
 - Officer of the Month Certificate
 - Officer of the Month Plaque (name also placed on a company plaque in the corporate office)
 - Gift cards in \$250 or \$1000 increments

Implementing this employee recognition and reward program is an important leadership opportunity as it will provide a means for us to 'reward behavior that we want repeated.'



Security Supervisors:

- Project Managers lead regular, i.e., weekly, or bi-weekly staff meetings with this group.
- Skip level interaction with this group will frequently occur, i.e., inspections done by the Branch Managers, Training & Compliance Manager and First Shield Security and Patrol Executives.

Project Manager:

Will provide weekly account reports to City of Turlock and to First Shield Security Managers on key performance indicators mutually agreed upon with City of Turlock. As an onsite resource, communication will be ongoing.

- **Branch Manager & Account/Project Manager Communication:** Branch Manager and Project Managers have regular contact, at a minimum have bi-weekly face to face on site meetings.
- **Branch Manager & City of Turlock Communications.** During the service transition period, the Branch Manager maintains daily communications and weekly meetings with City of Turlock. meetings.)
Once service begins, Branch Manager and Project Managers will coordinate regular service review meetings with City of Turlock, i.e., biweekly, or monthly.
- **First Shield Security's Executives & City of Turlock Communications:**
In addition to attending weekly transition meetings, Mr. Noory will contact City of Turlock monthly and more frequently as necessary. Mr. Noory will lead quarterly business reviews with City of Turlock.

First Shield Security Branch and Satellite offices enable us to provide management and executive management response in less than 30 minutes to every service location.

Semi-Annual Satisfaction Surveys: First Shield Security will initiate online surveys to measure service satisfaction.

➤ **STRATEGIC APPROACH**

First Shield Security and Patrol desires a partnership oriented / strategic relationship with City of Turlock as it is not our goal just to be 'responsive' to issues. When the recent economic climate required fundamental changes in the delivery of security services, First Shield Security Executive Team responded by using real time data to develop cost effective changes, alternatives, and technological enhancements to deliver reliable security service at reasonable rates. First Shield Security efforts guaranteed that there was no compromise in service or protection while preserving critical dollars to the most stretched municipal budgets.



To facilitate a strategic relationship, we will host Quarterly Business Reviews with the goal of ensuring customer satisfaction and continuous improvement. These meetings will include:

- Performance dashboard and review of the Key Performance Indicators, i.e., Summary Incident Reports, Officer Retention, Training Statistics, etc.
- Present service opportunities that we encountered during the quarter as well as the corresponding remedies.
- Present service accomplishments that we noted during the quarter. This also includes presenting the Officers of the Quarter during the period.

Arguably, the most important agenda item is that we will provide service enhancement recommendations each quarter. While we recognize that not all recommendations will get traction for implementation, the act of recommending service enhancements generates much discussion and action that will continuously raise the bar of our service levels.

SECTION III

RECRUITMENT & SCREENING

OVERVIEW

First Shield Security and Patrol has spent over 10 years earning our excellent reputation every day for innovations in technology, quality, and professionalism. Our revenue is derived 100% from the protection of our client, their assets and property; this is our business.

From our 10 years in this business, we are very aware that our security officers are the front-line in the protection of our clients. The most consistently reliable indicator of both long-term security program success and *its cost-effectiveness* is always hiring and retaining the *right quality staff*. Our candidates have the self-motivation, effective oral and written communication skills for enhanced customer service – and a dedication to quality which ensures satisfied City of Turlock, renewed contracts, and our own continued growth.

➤ *HOW WE RECRUIT*

We are dedicated to recruiting and retaining individuals with characteristics of trustworthiness, motivation, and reliability. After the pool of employee referrals and incumbent personnel, we outreach to local groups which include:

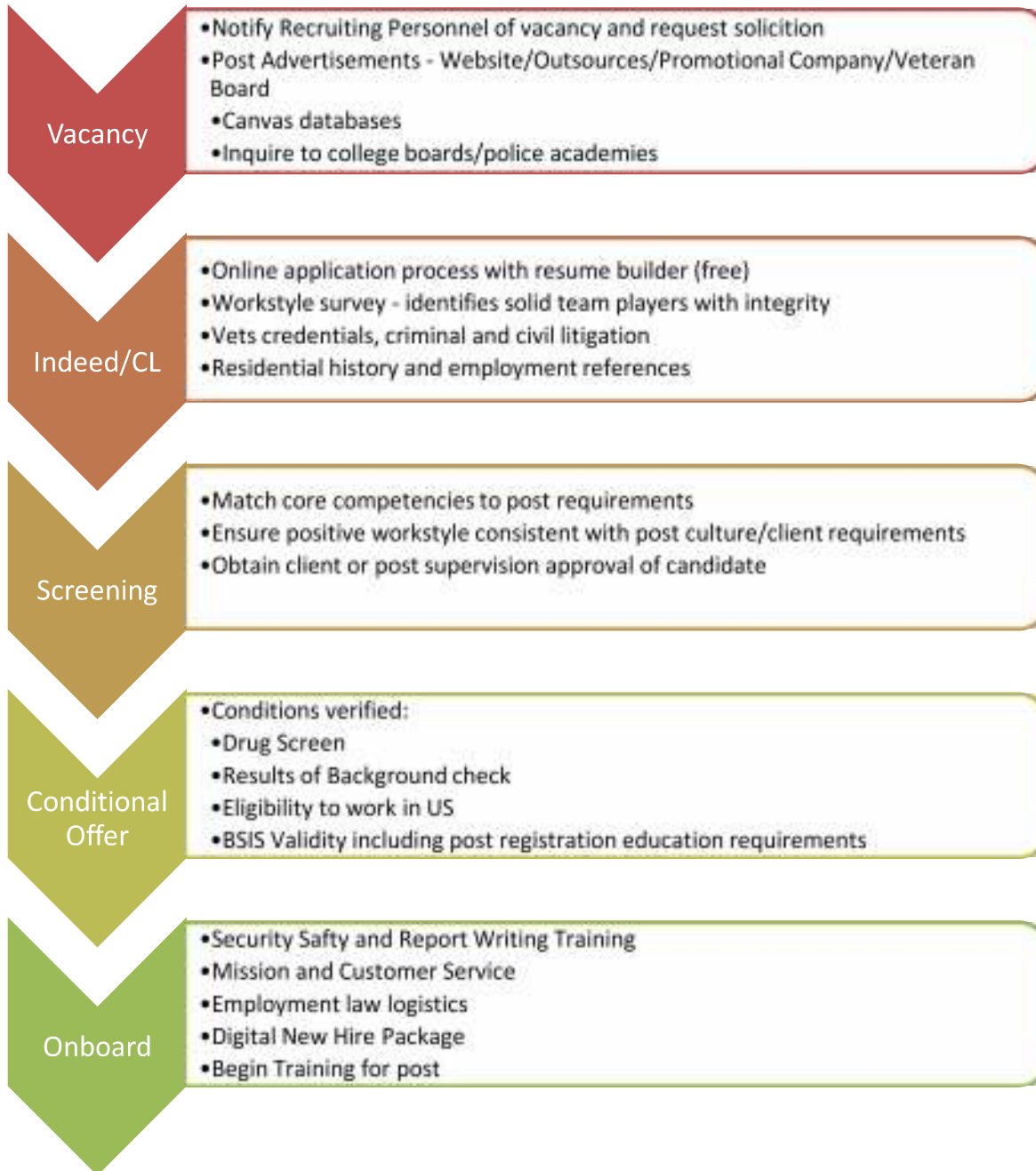
- Local full and part-time police officers
- Local military active and reserve personnel
- Veterans Organizations
- Vocational centers and security officer training schools
- Local college law enforcement students and graduates
- College placement offices.

We develop site-specific hiring profiles based on client's needs; these profiles can include everything from geographic location to a facility's layout and design, to the complexity of the duties required for the job. We create a job description, a "snapshot" that communicates clearly what responsibilities and tasks the job entails, setting forth the key qualifications of the job, such as:

- Title of the position
- Department
- Reports to (to whom the person directly reports)
- Overall responsibility
- Key areas of responsibility
- Term of employment
- Qualifications (necessary skills and experience required)

Applicants that meet ours and our client's criteria are scheduled for an interview. Those selected are offered a contingent offer of employment, pending a commercial background check. This check scans sex-offender registries, tracks address history by state (California), and where indicated, 14 County Criminal records check and where necessary, full United States criminal histories. We then begin the on boarding process.

FSSP Recruiting and Screening Process



Confidentiality

All employees, as part of the existing new hire process, sign confidentiality agreements drafted specifically to protect the business confidential/trade secret information of First Shield Security and Patrol and of its clients

➤ **MINIMUM QUALIFICATIONS**

Security Officers:

- Possess a High School Diploma or GED
- No convictions, no dishonorable or undesirable military discharge or any pattern of irresponsible behavior including but not limited to unreasonable driving, or a problem employment record
- Valid Driver's license or state ID card
- Born or naturalized citizen of the United States, or valid work authorization INS
- Able to speak and understand English clearly
- Able to comprehend and follow oral and written orders, procedures, and materials
- Basic computer skills/able to utilize online & other computer reporting tools

Site Supervisors:

- Same minimum qualifications and credentials as the Security Officer PLUS
- Minimum three (3) years relevant security experience or commensurate military service
- At least two (2) years of experience in an administrative and supervisory capacity

Armed Security Officers

Armed security officers will comply under the following:

- First Shield Security and Patrol will verify that all armed officers, at the beginning of the contract period, provide a written record of each officer's firearms qualification and type of firearm to the corporate office and clients, if requested.
- First Shield Security and Patrol verifies all re-certifications as mandated by the state requirement.

➤ **STRINGENT BACKGROUND CHECKS THAT EXCEED INDUSTRY NORMS**

New hires must present original, facially valid verification of eligibility to work in the United States -- security guard applicants must present to First Shield Security and Patrol original, facially valid registration cards and continuing education certifications.

Following inspection and copy of the facially valid credentials, First Shield Security and Patrol conducts a verification check through the Bureau of Security & Investigative Services' ("BSIS") web-based verification system. BSIS maintains and updates a state-wide database for security guard personnel and related businesses that reflect current registration status.

Uniforms



Our uniformed security officers are outfitted with police-type uniforms. Our corporate general orders, require that our personnel keep their uniforms pressed and clean at all times. Their shoes are polished; military-style. Our female officers are held to the same standard. We pride ourselves on the appearance of our personnel, as they are representing our agency in your facilities. Each full-time employee receives 5 uniform shirts to ensure they have clean shirt for each day of work.

SECTION IV

EMPLOYEE TRAINING & DEVELOPMENT

Our layered training plans build upon the other to improve our officer's security skills, knowledge, and confidence. We assure higher quality by including training for candidates on curriculums which are commonly included only in optional professional development modules by other security service providers.

The Training We Offer:

- California Security Guard course
- Transit Security Training Curriculum
- Use of handcuffs
- Sexual Harassment Prevention Training
- Supervisor Leadership Training
- California School Security Training
- Management of Aggressive Behavior (MOAB)
- Facility Evacuations
- Suspicious Package Training
- Driving Safety Training
- Taser Training
- Defensive Tactics
- OC Spray Training
- Active Shooter Response Training
- Baton Training
- Injury and Illness Prevention
- Hospital Safety and Security Training
- Bike Patrol Training
- CPR/AED and First Aid Training

All trainings, certifications and credentials are tracked in the Bambee HR module. This fully customizable human resource information system also issues pre-expiration alerts in advance of regulatory mandatory, elective and continuing education expiration and compliance dates, tracks certification renewals.

➤ **CALIFORNIA REQUIRED TRAINING:**

- Powers to Arrest class
- Weapons of Mass Destruction class
- Clery Act School Security class
- AB 2880 – Initial 32 hours of required training
- AB 2880 – 8 hours of continuing education per year for each security officer



➤ ***SITE TRAINING***

First Shield Security own dedicated training and compliance staff then administers City of Hayward and specific training to everyone; we place extremely strong focus on direct accomplishment of your site's fully customized post orders.

The site training includes the following:

- Layout of the property
- Site security procedures
- Site emergency procedures
- Proper access control and use of CCTV
- Knowledge of all key personnel
- Locations of all telephones, fire alarm switches and emergency exits



site-

SECTION V

COMMUNICATIONS CENTER

AT FIRST SHIELD SECURITY AND PATROL WE HAVE A FULLY FUNCTIONAL COMMUNICATIONS CENTER WHICH FIELD ALL AFTER HOUR'S CALLS. THEY ALSO OVERSEE MAJORITY OF THE OPERATIONAL RELAYS, REQUESTS AND DISPATCHES FROM THE COMMUNICATIONS CENTER



The Communications Center is staffed 24/7/365 with trained Communication dispatch professionals.

Our Communication Center has the unique ability of real time communication with all field personnel in an expedited manner. Our field personnel are equipped with the most updated Android/Apple based cell phone technology, making communication a top priority in any region.



VEHICLES

All First Shield Security and Patrol vehicles are kept in a safe fully operable condition always and clearly marked (front, rear, and both sides) with distinctive insignia containing the word "SECURITY" in letters at least four inches in height. First Shield Security and Patrol provides on-site service at any location to assess a problem or concern regarding any vehicle, or a similarly equipped replacement vehicle is delivered on site until all repairs are corrected.



GPS Tracking: Verizon Connect technology allows First Shield Security and Patrol supervision to know the location of every vehicle in the fleet at any time. Real time location status ensures **decreased response times** through effective dispatch of patrols where requested and the most efficient routes. This tool also provides fleet service alerts on a scheduled basis and **tracks in real time:** Speed – Idle Time – Geofencing and more.

DriveCam Video Technology: First Shield Security and Patrol deploys DriveCam video technology in all its patrol vehicles; an important part of First Shield Security driver education program (and of course assess liability in collisions), this web-based tool assures that our officers are recorded whenever they operate our vehicles.

The DriveCam video event recorder mounted on the windshield behind the rear-view mirror captures sights and sounds inside and outside the vehicle. Exceptional forces (e.g. hard braking, swerving, collision, etc.) cause the recorder to save the critical seconds before and after the triggered event. Saved events are analyzed and assigned a risk score to coach drivers and improve driving behavior.

SECTION VI

TRANSITION PLAN

First Shield Security's Transition Plan considers:

- Prompt deployment of Branch management, site supervision and support personnel to begin communication with City of Turlock execution teams.
- Assignment of Administrative Support to the Site Supervisor, as well as the temporary assignment of a current in-service First Shield Security and Patrol Branch Manager and support personnel to begin personnel review, recruitment and evaluation process.
- Dedicated training of all new staff will be conducted by First Shield Security and Patrol staff and contracting trainers no less than two weeks prior to the start date of the contract. This will be our hiring deadline so that all candidates that are required for the startup are available. First Shield Security and Patrol training will be accomplished either before that deadline or soon after it in time for completion by the start date as designated.
- Review and analyze incumbent guard experience-based site requirements and extend conditional offers of employment to those meeting First Shield Security and Patrol standards and City of Turlock requirement.
- Evaluate site equipment needs and place on high priority acquisition.
- Test communications equipment through service area to insure coverage and adjust where necessary.
- Undertake and provide classroom and table-top training to enhance First Shield Security's role as a security partner. This continuing education will better position First Shield Security's staff to prevent, detect, and respond to, intentional acts, natural disaster and other hazards – an “all hazards” approach.
- Pre-screen a cadre of personnel for enhanced deployment including identifying permanent back-up personnel.
- Transition activities would commence at award, focusing on staffing, training and equipment.

TRANSITION OF INCUMBENT PERSONNEL

Our Transition Team is deployed onsite early to assess incumbents generally within 10 days of Award; we are fully aware the most expeditious and cost-effective manner to accomplish smooth transitions is to focus efforts on retaining the most highly qualified incumbent staff performing in good standing who meet our stringent criteria and pass our background check.

Our HR and Training personnel review all incumbent credentials and establish Training Plans for acceptable incumbent candidates. Incumbent personnel always require additional training as we assure higher quality of security service program by training all candidates on curriculums which are commonly included only in optional professional development modules by most other security services providers. To prevent disruption of site security operations, retained incumbent personnel are pulled for training in manageable groups during transition.

Technologically, incumbent staff transition easily as our software/platforms are widely-used in our industry.

The following 30-day Transition Chart would serve as the transitional framework, modified to the term of the actual transition time; transition can be expedited if necessary.

	Transition Activity	Week 1	Week 2	Week 3	Week 4
1=First Shield Security 2=City of Hayward					
Coordination					
1	Appoint First Shield Security and Patrol Contract Transition Team	T			
1,2	Joint Meeting - Contract Transition Team and City of Turlock officials	T	T	T	T
1,2	Schedule contract progress review meetings	T	T	T	T
1	Introductory presentation(s) to City of Turlock	T	T		
Recruitment/Screening/Selection					
1	Final recruitment and screening of officers and supervisors		T	T	T
1,2	Selection and approval of project manager (if applicable)	T			
1	Enter personnel information in Human Resources database	T	T	T	T
Training					
1	Pre-assignment First Shield Security and Patrol classroom training for officers and supervisors		T	T	T
1	Create training status database	T			
1,2	Schedule and conduct, with City of Turlock's approval, on-site training			T	T
Scheduling					
1	Coordinate schedules with City of Turlock's security officials		T	T	
1	Assign personnel per approved schedules		T	T	T
1	Obtain City of Turlock's approval for uniforms	T			
Logistics					
1	Issue uniforms (complete alterations as needed) and equipment		T	T	T
1	Activate contract management systems: payroll, accounting and human resources	T	T	T	T
Management					
1	First Shield Security and Patrol contract management and supervisor meetings	T	T	T	T
1	Hold pre-assignment meeting for all contract security staff			T	T
1	On-site analysis of post orders and procedures	T			T
1	Schedule senior management visits to City of Turlock's site	T		T	

SECTION VII

REFERENCES

Company/Organization: **City of Hayward**
777 B. St.,
Hayward, Ca 94541

Contact Name: Liz Sanchez

Contact Phone Number: 510-583-4822

Email Address: Liz.sanchez@hayward-ca.gov

Scope of Work

Security guard at City Hall lobby main entrance providing assistance to visitors and directing them to appropriate locations and issue visitor badges and control access. Security at city parking garages enforce city rules to public, deter unwanted activities and provide escort to city employees to their vehicles. Provide security guard coverage at the Airport and Libraries. Special event guard services

Company/Organization: **City of Santa Clara**
1500 Warburton Ave
Santa Clara Ca

Contact Name: Ken Winland

Contact Phone Number: 408-615-2241

Email Address:

Scope of Work

Stationery foot patrol and vehicle patrol of City Parking Garage, City of Santa Clara Convention Center, Santa Clara Golf Course, and water treatment plant. Also provide special coverage as needed for events

Company/Organization: **City of San Jose**
200 E. Santa Clara Street
San Jose Ca

Contact Name: Lori Arellano

Contact Phone Number: 408-535-1284

Email Address: lori.arellano@sanjoseca.gov

Scope of Work

Stationery onsite guard at several library locations, community center and special event.

SECTION VIII

PRICING

This proposal is constructed to provide the most cost-efficient means of delivering uniformed security service protection; First Shield Security methodologies have been constructed to provide the highest level of quality for your budget.

- Unless requested otherwise, we bill at a straight-time rate except for specific holidays listed below and emergency service or coverage.
- Holidays observed by First Shield Security and Patrol include New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day; all First Shield Security and Patrol employees working during that specific 24-hour time will be compensated at 1.5 times their regular hourly wage on the holidays listed. City of Turlocks may include more holidays in their contract.
- We bill at premium rates for City of Turlock-requested overtime with less than 72 hours’ notice. For example, if one of your facilities incurred storm damage and you needed security officers to work overtime to protect the premises, we would bill at 1.5 times their regular hourly rate. Further, should we have to supply additional officers at less than 72 hours’ notice, billing will also be at the premium rate.
- We can also provide additional officers at the normal rate if given enough notice to prepare schedules that don’t require overtime.

First Shield Security and Patrol is proposing to provide onsite security services with security patrol back-up providing all labor, material, and services necessary for the performance of security services for the pricing as follows:

<i>Location</i>	<i>Hourly Cost</i>	<i>Holiday Hourly</i>	<i>Vehicle Cost</i>
<i>City Hall</i>	<i>\$28.00</i>	<i>\$42.00</i>	<i>N/A</i>
<i>Roger K. Fall Transit Center</i>	<i>\$28.00</i>	<i>\$42.00</i>	<i>N/A</i>
<i>Stanislaus Regional Water</i>	<i>\$28.00</i>	<i>\$42.00</i>	<i>Golf Cart/Patrol Vehicle</i>
<i>Special Event</i>	<i>\$39.00</i>	<i>\$39.00</i>	<i>N/A</i>

Any applicable Living Wage parameters. First Shield Security and Patrol will pay to its security officer personnel an hourly wage consistent with the reported statewide mean wage



BILLING

Billing is scheduled on a bi-weekly and monthly basis. Invoices include line-item entries for all costs, including our rates, employee wages, overtime and all other expenses incurred. Payments are Net 30. The Branch Manager at your local First Shield Security and Patrol office or your dedicated Account Manager can provide details on specific billing options.

Accurately invoicing our City of Turlock and promptly paying our employees is vital to us -- and to maintaining continuity and retention of workforce. We control and monitor these costs very effectively using schedule 365 the labor, financial and operations management system designed specifically for contract security firms.

Data as clean and accurate as humanly possible - which reflects directly in accuracy of client invoicing and payroll

Schedule 365's robust Payroll and Billing features include:

- ~ Customizable, thorough detail on invoices and payroll checks includes day, shifts, hours worked by location and position
- ~ City of Turlock can readily review one invoice w/multiple sites, multiple pay rates to easily confirm compliance with contractual agreements
- ~ Invoice and report formats customized to City of Turlock billing cycle, methods, and specifications

Changes in schedule, City of Turlock requests, etc. are all reflected up-to-the minute; timekeeping/payroll hours flow directly, seamlessly throughout this fully integrated timekeeping and scheduling system. The result is data as clean and accurate as humanly possible - and that reflects directly in accuracy of City of Turlock invoicing and payroll.

The results for our client:

Minimal time spent on administration -- very little spent on administrative errors

~ ~ ~

SECTION IX

Quality Assurance

Real-time GPS provides information on
Officer on duty NOW

-
- **Check-In/Out On Time:** Guards will use the mobile app to check in and out . If an officer is late or did not check the supervisor will get an alert on their phones immediately. The guard must be within the Geo fence area of the post in order to check in and out.
 - **Track Security Guards Live:** Geo fence will alert if the guard is outside his/her post or no movement is detected in period of time usually 30min. This will also assure us that the guard is conducting patrols and no long delays in between.
 - **A Custom Fit – Direct to You Reporting:** Your daily reports can be emailed | avoid extra email traffic by accessing the portal at your convenience | or we can drop your report as you wish. This is a customizable program
 - **Personnel Inspections:** Field Supervisors, managers conduct unannounced “spot checks”. This inspection also provides us an opportunity to perform in-service training.



Commercial Reports

This packet contains:

Brief Feature Overview
Daily Activity Report (With Photos)
Daily Activity Report (Compact)
Incident Report
Checkpoint Timeline Report
Issue Summary Report

Contact Us
(877) 572-5590
www.firstshieldsecurity.com
License Number: PPO 17288

Feature Overview

While using any Android or Apple device,
Officers in the field can:



All of this information is GPS tracked and available in real time in the Issue Monitor

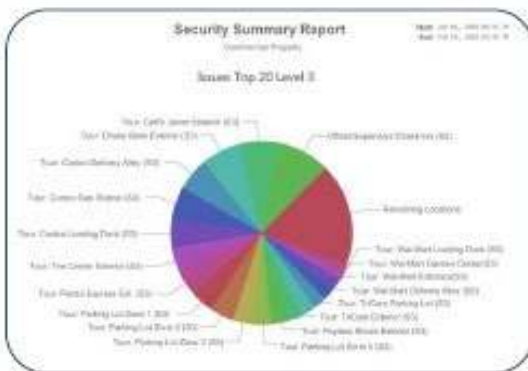


Our Reporting Process

How We Report

We use smartphones and tablets with quick and simple drop down reporting menus to streamline the reporting, maximize on site visibility, and reduce your risk and liability.

Instead of traditional hand written DARs our officers are provided varied reporting options that enable them to report easily throughout their shift.



Customized For You

Our daily and monthly reports can be *completely* customized and worded for your industry and specific property.

All issues are prioritized based on the scope of service at each property and according to your needs.

Real-Time Incident Notifications

At your choosing any issues or incidents reported can trigger a notification to the necessary parties (i.e. managers, maintenance supervisors or teams, and issue specific vendors).



Guard Tour Checkpoints

When a checkpoint is scanned 4 things happen

- 1) Instructions are shown to the officer specific to that location
- 1) A pre-written note in risk and liability terms is entered into all reports including the Daily Activity Report (DAR).
- 1) A GPS pinpoint is taken to track the officers location at the time of the scan
- 1) The officer is required to include a photo with the checkpoint to verify their location (*optional*)



Your Live Dashboard

First off, the issue monitor is the hub of all the activity reported through our software. Everything that is reported including incidents, checkpoints, tasks, and dispatched issues will all be tracked right here in the issue monitor.





Daily Activity Report

Silvertrac Software

Start: Mar 13, 2018 08:47 AM
End: Mar 15, 2018 08:47 AM

Tue Mar 13, 2018 12:06 PM (S) Officer Arrived On Duty 193742753

Commercial Property
5412 Beach Boulevard
Location: On Site
Unit: Patrol

Reported: Officer arrived on duty and checked in at the property security office. Keys and radio equipment received along with past down orders from past shift officer. Radio and equipment were found fully charged and available for my daily activity shift report.



Makena Anderson
(S) Level 3

Tue Mar 13, 2018 12:10 PM (S) Patrol Parking Lot East 193742865

Commercial Property
5412 Beach Boulevard
Location: East Parking Lot
Unit: Patrol

Reported: Officer patrolled the East parking lot looking for signs of theft, vandalism, unauthorized vendor flyers, raised curbs and broken curb stops in the customer parking area.



Makena Anderson
(S) Level 3

Tue Mar 13, 2018 12:11 PM (M) Slip/Trip Hazard Report 193742962

Commercial Property
5412 Beach Boulevard
Location: Parking Garage
Unit: Patrol

12:40 PM Makena Anderson - Water 5 ft in length found in Center of parking garage. Contacted maintenance team Frank Brown for assistance. Area was secured and cone'd off for safety and liability. See Attached Photo.



Makena Anderson
(M) Level 1

Tue Mar 13, 2018 12:11 PM (S) Patrol Parking Lot South 193743041

Commercial Property
5412 Beach Boulevard
Location: South Parking Lot
Unit: Patrol

Reported: Officer patrolled the South parking lot looking for signs of theft, vandalism, unauthorized vendor flyers, raised curbs and broken curb stops in the customer parking area.



Makena Anderson
(S) Level 3

Tue Mar 13, 2018 12:13 PM (S) Patrol Parking Lot West 193743158

Commercial Property
5412 Beach Boulevard
Location: West Parking Lot
Unit: Patrol

Reported: Officer patrolled the West parking lot looking for signs of theft, vandalism, unauthorized vendor flyers, raised curbs and broken curb stops in the customer parking area.



Makena Anderson
(S) Level 3



Daily Activity Report

Silvertrac Software

Start: Mar 13, 2018 08:47 AM
End: Mar 15, 2018 08:47 AM

Tue Mar 13, 2018 12:14 PM (S) Patrol Loading Dock Area 193743275		
Commercial Property 5412 Beach Boulevard Location: Loading Dock Unit: Patrol Makena Anderson (S) Level 3	Reported: Officer patrolled the loading dock and checked the commercial vehicles parked at the ramp location. No safety or storage items found at the loading dock area. No vehicles obstructing truck access, or unauthorized trespassing.	
Tue Mar 13, 2018 12:15 PM (S) Patrol Disposal Area 193743391		
Commercial Property 5412 Beach Boulevard Location: Disposal Area Unit: Patrol Makena Anderson (S) Level 3	Reported: Checked disposal areas and loading dock area for any signs of illegal dumping or overflow concerns. Illegal dumping or overflow concerns will be reported to security supervisor immediately.	
Tue Mar 13, 2018 12:17 PM (S) Property Damage Report 193743569		
Commercial Property 5412 Beach Boulevard Location: Perimeter Unit: Patrol Makena Anderson (S) Level 2	1:47 PM Makena Anderson - Southern counties driver MH - 52 Salvador Santos License Plate 9F09542. Large Ford 5emi Truck (White) trailer caused property damage to median and landscape. Located at main entrance off of Carson St. Contacted property maintenance team for clean up and evaluation of damage. Property manager notified at 1:50 PM.	
Tue Mar 13, 2018 12:17 PM (S) Patrol Merchant Store 193743644		
Commercial Property 5412 Beach Boulevard Location: Five Below Unit: Patrol Makena Anderson (S) Level 3	Reported: Officer conducted a walk through the front area of the tenant spaces and merchant stores. No obstructions or persons loitering during the inspection tour. No visible signs of property damage or vandalism.	
Tue Mar 13, 2018 12:19 PM (S) Lighting Inspection 193743802		
Commercial Property 5412 Beach Boulevard Location: On Site Unit: Patrol Makena Anderson (S) Level 2	Reported: Officer conducted a lighting inspection at the storefronts and the parking lot area to make sure lighting is in good condition and working properly. No visible signs of light damage or vandalism during this inspection.	



Daily Activity Report (Compact)

Silvertrac Software

Start: Mar 12, 2018 11:38 AM

End: Mar 14, 2018 11:38 AM

Commercial Property - 5412 West Boulevard

Created Date	Issue Details
Mar 13, 2018 12:08 PM 193742753 (S3)	Jeff Anderson - (S) Officer Arrived On Duty - Officer arrived on duty and checked in at the property security office. Keys and radio equipment received along with past down orders from past shift officer. Radio and equipment were found fully charged and available for my daily activity shift report. Book
Mar 13, 2018 12:10 PM 193742865 (S3)	Jeff Anderson - (S) Patrol Parking Lot East - Officer patrolled the East parking lot looking for signs of theft, vandalism, unauthorized vendor flyers, raised curbs and broken curb stops in the customer parking area. Book
Mar 13, 2018 12:11 PM 193742962 (S3)	Jeff Anderson - (S) Patrol Parking Lot North - Officer patrolled the North parking lot looking for signs of theft, vandalism, unauthorized vendor flyers, raised curbs and broken curb stops in the customer parking area. Book
Mar 13, 2018 12:11 PM 193743041 (S2)	Jeff Anderson - (S) Positive Contact - Starbucks - NOTE: Contacted Chris Smith, store manager of Starbucks coffee. No problems to report inside the store and patio area outside. See attached photo.
Mar 13, 2018 12:13 PM 193743158 (S3)	Jeff Anderson - (S) Patrol Parking Lot West - Officer patrolled the West parking lot looking for signs of theft, vandalism, unauthorized vendor flyers, raised curbs and broken curb stops in the customer parking area.
Mar 13, 2018 12:14 PM 193743275 (S3)	Jeff Anderson - (S) Patrol Loading Dock Area - Officer patrolled the loading dock and and checked the commercial vehicles parked at the ramp location. No safety or storage items found at the loading dock area. No vehicles obstructing truck access, or unauthorized trespassing.
Mar 13, 2018 12:15 PM 193743391 (S1)	Jeff Anderson - (S) Vandalism (Graffiti) Disposal Area - NOTE: Graffiti located in the rear property near the loading zone area. The large cardboard trash compactor was damaged using black spray cans found at this location. Maintenance report submitted to area supervisor and property management team.
Mar 13, 2018 12:17 PM 193743569 (S3)	Jeff Anderson - (S) Patrol Outside Perimeter - Conducted a physical exterior inspection of the outside perimeter area. Checked the fences, walls, and barrier locations for any signs of obstruction or debris in pathways. No unusual activity or vandalism to report at this time.
Mar 13, 2018 12:17 PM 193743644 (S3)	Jeff Anderson - (S) Patrol Merchant Store Front - Officer conducted a walk through the front area of the tenant spaces and merchant stores. No obstructions or persons loitering during the inspection tour. No visible signs of property damage or vandalism.
Mar 13, 2018 12:19 PM 193743802 (S2)	Jeff Anderson - (S) Lighting Inspection Completed - Officer conducted a lighting inspection at the storefronts and the parking lot area to make sure lighting is in good condition and working properly. No visible signs of light damage or vandalism during this inspection.
Mar 13, 2018 12:21 PM 193744918 (S3)	Jeff Anderson - (S) Patrol Parking Lot South - Officer patrolled the South parking lot looking for signs of theft, vandalism, unauthorized vendor flyers, raised curbs and broken curb stops in the customer parking area.
Mar 13, 2018 12:36 PM 193745638 (M1)	Jeff Anderson - (M) Water Leak - Parking Garage - NOTE: Water 5 ft in length found in Center of parking garage. Contacted maintenance team Frank Brown for assistance. Area was secured and coned off for safety and liability. See Attached Photo.
Mar 13, 2018 12:41 PM 193744918 (S3)	Jeff Anderson - (S) Patrol Parking Lot South - Officer patrolled the South parking lot looking for signs of theft, vandalism, unauthorized vendor flyers, raised curbs and broken curb stops in the customer parking area.

Level

1

2

3

Report Run: Apr 03, 2018 11:38 AM



Security Report

#193752048

Silvertrac Software

Issue Type

Property Damage Report

Status

Closed

Property

Commercial Property
5412 Beach Boulevard
Long Beach, CA 90808

Location

Curb

Reported By

Officer Jake Smith
(623) 452-2323

Issue Timeline

Created	Tue 03/13/18 01:39 PM	JAKE SMITH
Assigned To	Tue 03/13/18 01:39 PM	JAKE SMITH
Acknowledged	Tue 03/13/18 01:39 PM	JAKE SMITH
Arrived At	Tue 03/13/18 01:39 PM	JAKE SMITH
Closed	Tue 03/13/18 02:17 PM	SUP. ERIKSON

Additional Details

Assigned By	JAKE SMITH
Reported Address	5412 Beach Boulevard

Notes

Tue 3/13/2018 1:47 PM - JAKE SMITH

Southern counties driver MH - 52 Salvador Santos License Plate 9F09542. Large White Ford Semi Truck caused property damage to median and landscape. Located at main entrance off of Carson St. Contacted property maintenance team for clean up and evaluation of damage. Property manager notified at 1:50 PM.

Tue 3/13/2018 1:42 PM - JAKE SMITH



03/13/2018 13:42:30 PM PST - Watermark TR make4EB5C402



Mar 13, 2018 4:23:23 PM Pacific Standard Time - GMTR FE8BF0AEE9DC



Checkpoints Timeline Report

Start: Feb 24, 2018 09:53 AM
 End: Feb 25, 2018 09:53 AM

Sample Company Name

Property: Commercial Property Unique Checkpoints: 18 / 18 Avg. Interval: 0hr 6min Total Scans: 216

Checkpoint Name	Count	Checkpoint Name	Count	Checkpoint Name	Count
Carl's Junior Exterior	12	Nail Salon Exterior	12	Pay Less Shoes Exterior	12
Chase Bank Exterior	13	Panda Express Exterior	13	TriCare Exterior	13
Costco Entrance	12	Parking Lot Zone 1	12	Wal-Mart Delivery Alley	15
Costco Gas Station	12	Parking Lot Zone 2	6	Wal-Mart Entrance	15
Costco Loading Dock	11	Parking Lot Zone 3	6	Wal-Mart Garden Center	16
Tire Center Exterior	12	Parking Lot Zone 4	8	Wal-Mart Loading Dock	16

Time	Checkpoint Name	User Name	Difference
Tue Feb 24, 2018 10:03 AM	Costco Entrance	Jeff Anderson	0hr 10min
Tue Feb 24, 2018 10:11 AM	Costco Loading Dock	Jeff Anderson	0hr 8min
Tue Feb 24, 2018 10:17 AM	Costco Gas Station	Jeff Anderson	0hr 8min
Tue Feb 24, 2018 10:24 AM	Tire Center Exterior	Jeff Anderson	0hr 7min
Tue Feb 24, 2018 10:26 AM	Panda Express Exterior	Jeff Anderson	0hr 2min
Tue Feb 24, 2018 10:29 AM	Parking Lot Zone 1	Jeff Anderson	0hr 3min
Tue Feb 24, 2018 10:31 AM	Parking Lot Zone 2	Jeff Anderson	0hr 2min
Tue Feb 24, 2018 10:36 AM	Parking Lot Zone 3	Jeff Anderson	0hr 5min
Tue Feb 24, 2018 10:46 AM	TriCare Exterior	Jeff Anderson	0hr 10min
Tue Feb 24, 2018 10:47 AM	Wal-Mart Entrance	Jeff Anderson	0hr 1min
Tue Feb 24, 2018 11:04 AM	Wal-Mart Garden Center	Jeff Anderson	0hr 17min
Tue Feb 24, 2018 11:43 AM	Costco Entrance	Jeff Anderson	0hr 39min
Tue Feb 24, 2018 11:44 AM	Costco Loading Dock	Jeff Anderson	0hr 1min
Tue Feb 24, 2018 11:47 AM	Costco Gas Station	Jeff Anderson	0hr 3min
Tue Feb 24, 2018 11:49 AM	Tire Center Exterior	Jeff Anderson	0hr 2min
Tue Feb 24, 2018 11:50 AM	Panda Express Exterior	Jeff Anderson	0hr 0min
Tue Feb 24, 2018 11:51 AM	Parking Lot Zone 1	Jeff Anderson	0hr 1min
Tue Feb 24, 2018 12:08 PM	Parking Lot Zone 3	Jeff Anderson	0hr 17min
Tue Feb 24, 2018 12:10 PM	TriCare Exterior	Jeff Anderson	0hr 2min
Tue Feb 24, 2018 12:18 PM	Wal-Mart Garden Center	Jeff Anderson	0hr 8min
Tue Feb 24, 2018 12:24 PM	Wal-Mart Entrance	Jeff Anderson	0hr 6min
Tue Feb 24, 2018 12:59 PM	Costco Entrance	Jeff Anderson	0hr 35min
Tue Feb 24, 2018 01:00 PM	Costco Loading Dock	Jeff Anderson	0hr 1min
Tue Feb 24, 2018 01:03 PM	Costco Gas Station	Jeff Anderson	0hr 2min

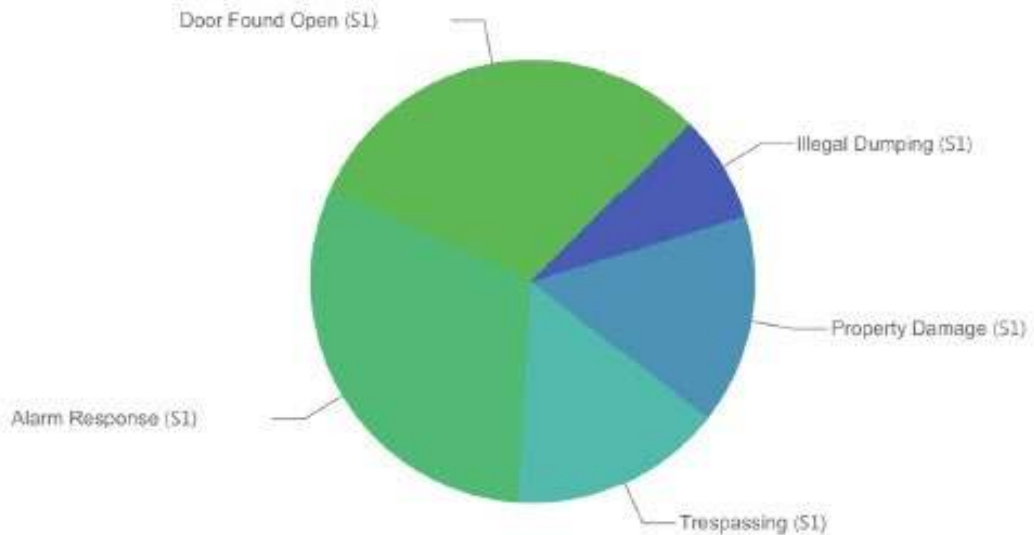


Security Summary Report

Commercial Property

Start: Jan 01, 2018 04:43 PM
 End: Feb 28, 2018 04:43 PM

Issue Type	Total	Comp	Pend	Issue Type	Total	Comp	Pend	Issue Type	Total	Comp
Alarm Response (S1)	4	4	0	Tour: Carls Junior Exterior (S3)	560	560	0	Officer On Site (S3)	18	18
Alarm Malfunction (S1)	3	3	0	Tour: Chase Bank Exterior (S3)	439	439	0	Officer Off Site (S3)	16	16
Disturbance (S1)	8	8	0	Tour: Costco Entrance (S3)	417	417	0	Officer On Break (S3)	15	15
Door Found Open (S1)	9	9	0	Tour: Costco Gas Station (S3)	403	403	0	Supervisor on Site (S3)	10	10
Door/Window Damage (S2)	5	5	0	Tour: Costco Loading Dock (S3)	395	395	0	Pass Down Received (S3)	8	8
Fire Extinguisher Issue (S1)	2	2	0	Tour: Tree Center Exterior (S3)	347	347	0			
Graffiti (S1)	5	5	0	Tour: Nail Salon Exterior (S3)	561	561	0			
Illegal Dumping (S1)	10	10	0	Tour: Panda Express Exterior (S3)	479	479	0			
Lighting Inspection (S2)	12	12	0	Tour: Parking Lot Zone 1 (S3)	477	477	0			
Lighting Issue (S2)	7	7	0	Tour: Parking Lot Zone 2 (S3)	403	403	0			
Positive Contact (Merchant) (S2)	23	23	0	Tour: Parking Lot Zone 3 (S3)	395	395	0			
Positive Contact (Customer) (S2)	36	36	0	Tour: Parking Lot Zone 4 (S3)	347	347	0			
Property Damage (S1)	13	13	0	Tour: Pay Less Shoes Exterior (S3)	303	303	0			
Skateboarding On Site (S2)	4	4	0	Tour: TruCar Exterior (S3)	297	297	0			
Solicitors/Flyers Wanted (S2)	6	6	0	Tour: TruCar Parking Lot (S3)	295	295	0			
Slip/Trip/Fall Hazard (S2)	1	1	0	Tour: Wal-Mart Delivery Aisle (S3)	291	291	0			
Stray Animals (S2)	4	4	0	Tour: Wal-Mart Entrance (S3)	250	250	0			
Theft (S1)	9	9	0	Tour: Wal-Mart Garden Center (S3)	224	224	0			
Trespassing (S2)	3	3	0	Tour: Wal-Mart Loading Dock (S3)	208	208	0			





From: Christopher Fisher, General Manager

Prepared by: Christopher Fisher, General Manager

1. ACTION RECOMMENDED:

Motion: Appointing Nichole Fiez as the SRWA Board Secretary effective December 14, 2023

2. DISCUSSION OF ISSUE:

Since July 2021, Angelica Gonsalves has served as the SRWA Board Secretary. She has filled this position in addition to her duties at the City of Ceres. Due to a recent promotion as Financial Customer Service Supervisor at the City of Turlock, Ms. Gonsalves can no longer continue to serve as Board Secretary.

It is proposed that Nichole Fiez be appointed as SRWA Secretary, effective December 14, 2023. Ms. Fiez work for the City of Turlock in the capacity of Executive Administrative Assistant to the City Manager Office/Deputy City Clerk.

3. FISCAL IMPACT / BUDGET AMENDMENT:

Board Secretary staff support is budgeted annually in Administrative Expenses Account No. 950-53-552.43105_003.

4. GENERAL MANAGER'S COMMENTS:

Recommends approval.

5. ENVIRONMENTAL DETERMINATION: N/A

Recommends approval.

6. ALTERNATIVES:

The Board may choose to direct the General Manager to review other options for filling the Board Secretary position.