AMERICAN GUARD SERVICES

Response for RFP No. 12237-895 **Airport Security** Services for Fort Lauderdale **Executive Airport**



Submitted to: City of Fort Lauderdale Attn: Laurie D Platkin, CPPB Procurement Specialist II **Finance - Procurement Division** 6000 NW 21st Avenue Fort Lauderdale, FL 33309

Submitted by:

BRANDMAN University

American Guard Services, Inc. Gerald A. Gregory, Executive Vice President Local Operational Office: 2550 Eisenhöwer Blvd. Fort Lauderdale, FL 33316 Phone: (800) 441-1808 jgregory@americanguardservices.com



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Tab 1: Bid / Proposal Signature Page

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BID/PROPOSAL CERTIFICATION

Please Note: If responding to this solicitation through BidSync, the electronic version of the bid response will prevail, unless a paper version is clearly marked by the bidder in some manner to indicate that it will supplant the electronic version. All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate of authority from the department of state, in accordance with Florida Statute §607.1501 (visit http://www.dos.state.fl.us/).

. .

Company: (Legal Registration) American Guard Services, Inc.	EIN (Optional): <u>95-4654353</u>
Address: 1125 W. 190th Street	
City: Los Angeles	State: <u>CA</u> Zip: <u>90248</u>
Telephone No. 800-441-1808 FAX No. N/A	Email: _jgregory@americanguardservices.com
Delivery: Calendar days after receipt of Purchase Order (section Total Bid Discount (section 1.05 of General Conditions):	
Does your firm qualify for MBE or WBE status (section 1.09 of G	eneral Conditions): MBE WBE
<u>ADDENDUM ACKNOWLEDGEMENT</u> - Proposer acknowledges included in the proposal:	that the following addenda have been received and are

Addendum No.	Date Issued	<u>Addendum No.</u>	Date Issued	Addendum No.	Date Issued
1	1/03/2019	3	2/08/2019		
2	1/23/2019				

VARIANCES: If you take exception or have variances to any term, condition, specification, scope of service, or requirement in this competitive solicitation you must specify such exception or variance in the space provided below or reference in the space provided below all variances contained on other pages within your response. Additional pages may be attached if necessary. No exceptions or variances will be deemed to be part of the response submitted unless such is listed and contained in the space provided below. The City does not, by virtue of submitting a variance, necessarily accept any variances. If no statement is contained in the below space, it is hereby implied that your response is in full compliance with this competitive solicitation. If you do not have variances, simply mark N/A. If submitting your response electronically through BIDSYNC you must also click the "Take Exception" button.

N/A

The below signatory hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid/proposal. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this bid/proposal. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, that in no event shall the City's liability for respondent's direct, indirect, incidental, consequential, special or exemplary damages, expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of Five Hundred Dollars (\$500.00). This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.

Submitted by:

Name (printed)

ubmitted by:	
Gerald A. Gregory	
lame (printed)	Signature
2/07/2019	Executive Vice President
)ate:	Title

revised 04/10/15

Date:

Tab 2: Cost Proposal Page

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SECTION VI - COST PROPOSAL PAGE

Proposer Name American Guard Services, Inc.

Proposer agrees to supply the products and services at the prices bid below in accordance with the terms, conditions and specifications contained in this RFP.

Cost to the City: Contractor must quote firm, fixed, annual rate for all services identified in this request for proposal. This firm fixed annual rate includes any costs for travel to the City. No other costs will be accepted. This firm fixed annual rate will be the same for the initial contract period.

Failure to use the City's COST PROPOSAL Page and provide costs as requested in this RFP, may deem your proposal non-responsive.

Description	Cost/Hour		Est Total	Annual Cost
Security Manager (40hrs/week)	\$ <u>30.14</u>	Х	2080 Hrs.	\$ <u>62,691.20</u>
Senior (Rotating Shifts)	\$ <u>23.63</u>	Х	6680 Hrs.	\$_157,848.40
Airfield Patrol Officer (Rotating Shifts 56hrs/week)	\$ <u>26.68</u>	Х	5840 Hrs.	\$ <u>155,811.20</u>

Estimated Grand Total/Year

Extra Security Officer (No vehicle required)*

\$ 23.63 /hr.

\$ 376,350.80

*This Security Officer will be on an as needed basis and will not factor into cost for basing award. This Security Officer will be for scheduled and non-scheduled events at the Airport or Downtown Helistop. For non-scheduled events the Security Officer should be able to respond to the Airport or Downtown Helistop for assignment within four (4) hours.

Number of days that the Contractor will need for personnel training		
and initial startup at no cost to the City.	30	Days

Tab 3

- A. Non-Collusion Statement
- B. Non-Discrimination Certification Form
- C. E-Verify
- D. Local Business Preference (LBP)
- E. Contract Payment Method
- F. Sample Insurance Certificate
- G. References (Please see Tab 14)

Please see the attached for the documents listed above.

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NON-COLLUSION STATEMENT:

By signing this offer, the vendor/contractor certifies that this offer is made independently and *free* from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

NAME

N/A

RELATIONSHIPS

N/A

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

CONTRACTOR'S CERTIFICATE OF COMPLIANCE WITH NON-DISCRIMINATION PROVISIONS OF THE CONTRACT

The completed and signed form should be returned with the Contractor's submittal. If not provided with submittal, the Contractor must submit within three business days of City's request. Contractor may be deemed non-responsive for failure to fully comply within stated timeframes.

Pursuant to City Ordinance Sec. 2-17(a)(i)(ii), bidders must certify compliance with the Non-Discrimination provision of the ordinance.

(a) Contractors doing business with the City shall not discriminate against their employees based on the employee's race, color, religion, gender (including identity or expression), marital status, sexual orientation, national origin, age, disability or any other protected classification as defined by applicable law.

Contracts. Every Contract exceeding \$100,000, or otherwise exempt from this section shall contain language that obligates the Contractor to comply with the applicable provisions of this section.

The Contract shall include provisions for the following:

- (i) The Contractor certifies and represents that it will comply with this section during the entire term of the contract.
- (ii) The failure of the Contractor to comply with this section shall be deemed to be a material breach of the contract, entitling the City to pursue any remedy stated below or any remedy provided under applicable law_p

Authorized Signature

Gerald A. Gregory, Executive Vice President
Print Name and Title

2/07/2019 Date

E-VERIFY AFFIRMATION STATEMENT

RFP/Bid /Contract No: 12237-895

Project Description: Security guard services at the City's Executive Airport and Downtown Helistop for

the City's Transportation and Mobility Department.

Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of,

- (a) all persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,
- (b) all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Contract is a condition of the Contract.

Contractor/Proposer/ Bidder Company Name: American Guard Services, Inc.

Authorized Company Person's Signature:

Authorized Company Person's Title: <u>Executive Vice President</u>

Date: <u>2/07/2019</u>

City of Fort Lauderdale

LOCAL BUSINESS PRICE PREFERENCE CERTIFICATION STATEMENT

The Business identified below certifies that it qualifies for the local business price preference classification as indicated herein, and further certifies and agrees that it will re-affirm it's local preference classification annually no later than thirty (30) calendar days prior to the anniversary of the date of a contract awarded pursuant to this ITB. Violation of the foregoing provision may result in contract termination.

(1)		is a Class A Business as defined in City of Fort Lauderdale Ordinance No. C-17-2 Sec.2-186. A copy of the City of Fort Lauderdale current year Business Tax Recein <u>and</u> a complete list of full-time employees and evidence of their addresses shall b provided within 10 calendar days of a formal request by the City.				
	Business Name					
(2)		is a Class B Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the Business Tax Receipt <u>or</u> a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.				
	Business Name					
(3)	X	is a Class C Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the Broward County Business Tax Receipt shall be provided within 10 calendar days of a formal request by the City.				
	Business Name					
(4)		requests a Conditional Class A classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.				
	Business Name					
(5)		requests a Conditional Class B classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.				
	Business Name					
(6)		is considered a Class D Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186 and does not qualify for Local Preference consideration.				
(0)	Business Name					
BIDDE	ER'S COMPANY: American Gua	rd Services, Inc.				
антн	ORIZED COMPANY PERSON: Gerald	d A. Grgeory 2/07/2019				
	CHILLE COM ANT PERCON. OF AN	NAME SIGNATURE DATE				

CONTRACT PAYMENT METHOD BY P-CARD

THIS FORM MUST BY SUBMITTED WITH YOUR RESPONSE

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to payment by credit card via MasterCard or Visa. This allows you as a vendor of the City of Fort Lauderdale to receive your payment fast and safely. No more waiting for checks to be printed and mailed.

Payments will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, firms must presently have the ability to accept credit card payment or take whatever steps necessary to implement acceptance of a credit card before the commencement of a contract.

Please indicate which credit card payment you prefer:

_____ Master Card

X Visa Card

Company Name: _ American Guard Services, Ir	
Gerald A. Gregory	e A/
Name (Printed)	Signature

2/07/2019

Date

Executive Vice President

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CERTIFICATE OF LIABILITY INSURANCE

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AMERICAN GUARD SERVICES

(310) 645-6200 americanguardservices.com National HQ : 1125 W. 190th St. Los Angeles, CA 90248 Licensed Nationwide February 12th, 2019

City of Fort Lauderdale Attn: Laurie D Platkin. CPPB Procurement Specialist II Finance – Procurement Division 6000 NW 21st Avenue Fort Lauderdale, FL 33309

Re: Response for RFP No. 12237-895; Airport Security Services for Fort Lauderdale Executive Airport

American Guard Services, Inc. (AGS) is interested in providing the City of Fort Lauderdale (City) with premier Airport Security Services for the City's Executive Airport (FXE) and Downtown Helistop.

We believe that the assembled documents herein stand apart from our competition and form a fully compliant response.

Below, you will find pertinent company information to begin your evaluation:

Brief Description of the Firm

AGS, founded as a California corporation in 1997, is a nationwide company with a nationwide commitment to securing transportation sector clients. We have 22-years of continuous security experience and over 18-years in securing transportation sector clients, beginning with PortMiami in 2001. Since then, we have achieved industry dominance in maritime security for ports and cruise lines (many of which reside in Florida) and vastly expanded our airport coverage with clients such as Miami International Airport, Los Angeles World Airports, and Contra Costa County Airport Division. Our coverage of dozens of overland transit authorities is similarly nationwide in scope.

Though seaports, airports, and overland transit centers have their own individual nuances and security challenges, they are all unified by common elements of access/perimeter control. Likewise, they face shared threats as locations which a high volume of people pass through on a regular basis. Over the years we have developed numerous methods to address the security needs of transportation centers of every kind, while our specific experiences in airport security/airfield patrol will further hone our response to the City's needs.

Names and Titles of Principals

Sherine Assal, CEO and Co-Owner || Sherif Assal, President and Co-Owner

Alternative Company Names and Affiliations

No other alternative names apply. AGS operates under Worldwide Sourcing Group, an umbrella company with a portfolio of security and consulting firms.

AGS Meets the Minimum Qualifications

	Requirement	Comply?
	Possess all requisite (valid) licenses to perform on the contract, including those issued by the State.	√
	Local guards that have applied and registered with the State.	\checkmark
	Security officers which meet the City's specifications.	\checkmark
	Previous airport security/airfield patrol experience	\checkmark
Efforts Exceeding the Minimum	A heavy regional presence and shared management experience drawing upon 80+ years of cumulative experience	\checkmark
	Transportation sector focus with maritime security dominance, numerous airport contracts, and a training emphasis on access/perimeter control tailored to meet the common threats faced by transportation centers in general and airport environments specifically.	√
	Added value technology (i.e. Electric Trikkes, XORA Guard Tracking, Samsara Fleet Management, drone surveillance programs, facial recognition)	\checkmark
	Site-specific approach tailored to local environments	\checkmark

AGS acknowledges the City's right to extend or modify the Scope as it sees fit. Our financial strength and guard capacities allow us to welcome these future modifications. We look forward to demonstrating the value and durability our partnership will provide. The proposal remains valid for 180 days after its submittal to the City. By signing the Letter of Interest, AGS and its authorized representative attest that the information submitted within is true and correct.

Respectfully,

Gerald Gregory, Executive Vice President American Guard Services, Inc. 1125 W 190th Street, Los Angeles, CA 90248 Phone: (800) 441-1808 Email: jgregory@americanguardservices.com

Tab 5: Narrative Response

Understanding of the City's Needs General Information Intent

AGS fully understands the City's need for airfield security and patrol at Fort Lauderdale Executive Airport (FXE). We are prepared to patrol the Airport's runways, taxiways, tenant aprons, and other property with premier airport security personnel, using tailored solutions catered to the nuances of the airport environment and each individual area.

Our experience with airfield patrol and other airport security services, alongside a rich history in securing many different ports of entry (from overland transit authorities to maritime port operations, in which we have industry dominance) elevates our ability to understand and respond to the specific needs of the City. We are aware of key security elements which are crucial in an airport environment and in other ports of entry. A universal need for access and perimeter control, a multi-layered, multi-faceted defense plan not limited to technology or environment, a deep familiarity with crucial regulations governing the airport environment; these are all fundamental design elements of our airport security approach.

Beyond our pre-existing expertise backed by years of relevant experience, we have thoroughly read the project specifications listed in the RFP and are confident in our ability to meet them. We have undergone our own independent research to identify the inherent challenges of FXE's specific environment, along with methods meant to mitigate these challenges. Finally, if awarded we will quickly establish close lines of communication and stakeholder engagement with the City in order to expand our understanding of the City's expectations beyond the norm.

Security Officer Categories

AGS is familiar with the four security categories requested by the City: Security Manager, Senior Airfield Patrol Officer, Airfield Patrol Officer, and Extra Security Officer. We are aware that the Security Manager and Senior Airfield Patrol Officers must meet all requirements in Section 3.3 (Personnel) of the RFP, and that non-Senior Airfield Patrol Officers are exempt from Section 3.3.6 of the RFP while Extra Security Officers (ESOs) are exempt from sections 3.3.3, 3.3.4, 3.3.5, and 3.3.6.

It is our understanding that exemption measures for lower-level officers are meant to widen the pool of qualified guards, minimize training overhead, and reduce costs. With that said, we are committed to a gold standard in officer quality and will provide the best training for every officer in each category regardless of exemptions, provided that the addition of supplemental training beyond the minimum in any case remains an efficient and effective course of action; this will be determined by our Director of Training working closely with client stakeholders.

Finally, we will comply with the need for Extra Security Officers (ESOs) to respond to scheduled and non-scheduled events at the Airport or Downtown Helistop within four (4) hours. Our ESOs will be modeled after the "Flex-Force" officers we utilize in all other contracts; cross-trained reserve guards standing by to fill vacancies and response to emergencies or client requests for additional guards. With the capabilities of our 24-Hour Communications and Dispatch Center and the proximity of our nearest operating office in Fort Lauderdale (less than thirty minutes from FXE), we are confident that ESO response to City request will remain within thirty minutes to an hour.

Personnel

Based on our comprehensive understanding of Section 3.3 (Personnel) in the RFP, AGS will ensure the following personnel qualifications are met with the goal to exceed the City's needs.

Qualifications Checklist:

 Every AGS security personnel will meet all physical, mental, and moral qualifications, along with the proper training to perform airport security services; each officer will receive the City's approval prior to assignment. Their complete history and legality to work in Florida will be guaranteed by a multi-step screening process, which will involve extensive government database checks, examinations by State-certified physicians, multi-panel drug tests, employee/driver history investigations, and other government-recommended measures matching the proven reliability of TSA-level screening practices.

Added Value: we use fine-tuned integrity testing proven to reduce workplace incidents to filter candidates with ideal characteristics.

2. All security officers will hold at least a State of Florida class "D" Security Officer license.





Transportation Security Administration

Guards are expected to be licensed, carry Guard Cards, and have this documentation with them at all times. Additional trainings and certifications are sought when working at sensitive or heavily trafficked environments; in the airport space, this will include officers who have acquired SIDA badge certifications.

Added Value: Recertification is planned for in advance to ensure 100 percent compliance with all local, state, and federal mandates. Our Compliance Officer is tasked with operating/monitoring the governing policies and procedures that go into achieving this level of compliance at the beginning of each new contract.

All requisite certifications and licenses will be presented to the City and/or the designee early and kept in storage for auditing purposes.

- 3. A minimum of 80-hours paid training will be provided for each security officer and tailored to their specific position. Our Director of Training, Mr. Johnny Santos, has over thirty (30) years of experience in training officers for airport security, maritime operations, and other ports of entry. Training will include pre-assignment training, site-specific On-the-Job (OJT) training, advanced continuing education/professional development, and annual retraining/refresher courses. *Please see "Staff Employee Screening, Hiring, and Training Practices*" for further details and a full breakdown of our training program.
- 4. AGS understands that only those employees who have passed the City's written and practical test will receive an Airport Badge and be assigned to this contract. We will hire a surplus of only the most qualified candidates to ensure that a sufficient number of officers pass the City's tests and receive assignment. With the surplus of qualified guards, we will create a core for our reserve of Extra Security Officers (ESOs).

- 5. AGS will present all training material and evidence of training completion for review and approval by the Airport Manager and Fort Lauderdale Police Department.
- 6. The Security Manager and Senior Airfield Patrol Officer will meet all security officer experience requirements. While non-Senior Airfield Patrol Officers and ESOs are exempt from this requirement, we will hire only the most qualified candidates who in many cases will meet all or most of these requirements regardless.
- 7. All AGS security officers will be fully trained in the operation of aviation band radios and tested for complete English fluency in accordance with Federal Aviation Regulations.
- 8. Successful completion of basic emergency medical training such as First Aid/CPR/AED courses is a standard element of our training program, and documented proof of completion will be provided to the City prior to assignment.
- 9. All security officers will undergo multi-panel drug tests physical examinations by a Statecertified physician in compliance with the requirements listed in Section 3.3.9.1 in the RFP.
- 10. AGS officers will not solicit business or conduct personal business while on duty; violation of this policy will result in immediate removal from the Airport post.
- 11. We understand that Licensed Security Officers are not law enforcement officers. Our training program educates officers on liability/legal aspects and the limits of their position. Use of Force spectrums and Verbal Judo are emphasized to give officers the tools they need to diffuse confrontations without violence.
- 12. AGS security officers assigned to this contract will not carry weapons of any kind.

Contractor Airport Training Program

A "Job Handbook" will be created to match the City's training specifications in Section 3.4 of the RFP. Our 80-hour minimum training program will be facilitated by Mr. Johnny Santos, our Director of Training. Mr. Santos is based in Florida and has over thirty (30) years of experience

Please see "Employee Screening, Hiring, and Training Practices" for further details.

Equipment and Supplies Requirements

All items listed under 3.5.1 will be provided in good condition with reserve quantities available. Vehicle provisioning according to the specifications of the make, model, type, etc. will be followed rigidly, unless otherwise indicated. Due to the fully operational nature of our local office, we are prepared to address all necessities—including the 30-minute maximum response time indicated in Section 3.5.2.6.

Airport Rules and Regulations

Orientations, post orders, and other training and procedures documents will sufficiently cover all Airport rules and regulations.

Contractor Non-Discrimination Requirements

We have read this section of the Solicitation and understand; not only is it the law, but we have built in our Equal Employment Opportunity Policy into our compliance checklists.

Licenses, Safety Practices, and Government Regulations

AGS has read the section and will comply. Regarding safety compliance (e.g. OSHA), we instituted a Safety Bonus Program for those guards that exhibit high levels of care and attention towards proactive increases in safety.

Contractor Personnel Appearance, Conduct, Supervision

AGS has read the section and will comply. Promoting professionalism in not only appearance, but in all aspects, will be central to the corporate liaison's role.

Security Office and City-owned Equipment

AGS has read the section and will comply. As mentioned herein, AGS has a local office within the City of Fort Lauderdale, which will exceed all local/operational requirements.

Security Officer Back-up Personnel

AGS has read the section and will comply. Reserves of "flex force" officers are standing by. All backups will be made available for Airport review and/or approval.

Specific Requirements and Duties of Security Officers

AGS has read the section and will comply. In addition to those duties mentioned, AGS officers will be proactive with bringing the best industry recommendations to their profession.

Specific Requirements of the Contractor

AGS has read the section and will comply. You will see our exceptional engagement with each item in this section represented in our approach, pricing, and in our quality assurance team (QAT).

Penalty

AGS has read the section and will comply.

Other Contractor Requirements

AGS has read the section and will comply.

Overall Approach

AGS employs a *tailored approach* philosophy catered to the exact needs and challenges of the environment-to-be-secured. Our overall approach plan can be divided into three stages: Inception, Implementation, and Iteration **(3i)**.

1. Inception Stage (I-1):

In the Inception Stage, solutions and best practices are formulated in response to project specifications, client needs, and inherent challenges of the environment-to-be-secured.

Inception of our approach begins with thoroughly understanding the project specifications in the solicitation document.

Then, beyond what is provided to us by the City, strategic security planners of AGS identify key challenges inherent to the client's security environment; these challenges can be geographical or demographical in nature. Challenges not readily apparent to the client or even other security firms are easily analyzed by leveraging our pre-existing security expertise, *Subject Matter Experts (SMEs)*, and extensive independent research.

Furthermore, upon award we employ a philosophy of tight-knit stakeholder engagement; by establishing clear and consistent lines of communication we can better understand client needs and expectations.

The second half of inception deals with crafting specific solutions and best practices in response to the project requirements, inherent challenges, and client needs we have already identified. AGS will focus on the most effective solutions unique to our firm, drawing resources and expertise from our nationwide infrastructure and owned affiliate firms. By drawing from multiple sources, our approach becomes multi-faceted and develops the flexibility to exceed all client expectations.

An example of our Inception Stage in action is our recently awarded contract with the Sacramento Housing and Redevelopment Agency (SHRA). In an extended solicitation process, we closely discussed a revolutionary drone program with SHRA representatives. Through independent research of SHRA's previous issues with a burgeoning drone program, we identified inherent challenges of implementing drones on SHRA sites and catered our drone program to mitigate these challenges, while leveraging the resources of an owned affiliate firm specialized in surveillance technology. Our diligence in revising our program to meet SHRA's constantly evolving needs was recognized when SHRA awarded us the contract, upon which we began implementing the following stages in our approach.

2. Implementation Stage (I-2):

Upon award, we begin implementing the solutions identified in the Inception Stage. Key elements of this stage are efficiency and a swift, streamlined process; we are known for quick transitions, even on major contracts where we have little infrastructure. For the City's project, where AGS's regional presence is only comparable to our footprint around our corporate headquarters, successful implementation is a given.

See "Technical Approach / Security Plan - Implementation Plan" for further details.

3. Iteration Stage (I-3):

The Iteration Stage is the ongoing maintenance of contract performance levels and quality of service over time. The key elements of this stage are comprehensive monitoring and supervision practices, and the implementation of effective complaint resolution. The Iteration Stage is synonymous with our Quality Control Program, which makes use of Iterative Quality Feedback and Total Quality Management philosophies.

Sample testing and measuring techniques are supported by a good Quality Assurance/Quality Control (QA/QC) system. AGS innovatively:

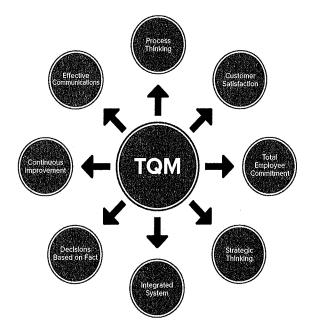
- Supports walk-throughs before and after resolution has been met.
- Uses QA to understand what needs to be re-examined in the future; "managing by fact" is an important constant.
- Plays the role of the Auditor in the QA process to ensure accountability.
- Gathers information on similar incident cases to reduce vulnerabilities.
- Automates processes and procedures when possible when gathering the above information.

Onsite Inspections, performed at regular and random intervals, are majorly connected to the success of our QA/QC program. They complement the efforts described below:

Total Quality Management (TQM)

TQM envisions Quality Control as the responsibility of every AGS employee; therefore, every employee is charged with successfully completing his or her duties while continuously searching for, and recommending ways to, improve existing processes. Experience has proven that this approach ensures employee accountability, improves task efficiencies, increases customer satisfaction, and promotes cost control on a contract-wide basis.

For further details on our Quality Control Program, please see the following sections: "Monitoring and Supervision" and "Supervisory and Employee Evaluation Practices".

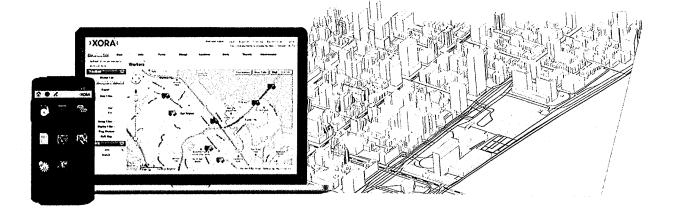


Monitoring and Supervision **XORA Guard Tracking**

We propose XORA as our GeoFencing-enabled tracking application for this project. XORA can be used with any GPS Enabled phone (smartphone) that supports data applications or PC with an Internet Connection and Static IP Address. With the push of a button, Guards can improve reporting by indicating when they are starting or ending their shifts, or special jobs to which they have been assigned. Supervisors can access web-based maps and reports, revealing the Guards' locations in order to make certain that they are present at their post and performing their duties. DARs, IRs, Condition Reports and other data can be electronically generated by Guards and accessed by Supervisors and Managers. Photo and video clips may be taken, collected, and shared instantly from the AGS server, providing visual documentation of incidents. This includes our "selfie check-in" procedure, which is timestamped and shared via XORA software.

Benefits include: Real-time notification via email or SMS, live dashboards, **Geofencing**, tour management, customizable forms, training material upload capability, and traffic flow analytics. Systems we use also allow for administrative viewing, increasing transparency and accountability for the benefit of our clients.

While these technologies are evolving and aiding in our approach nationwide, we have come to understand the importance of non-corporate, local presences too, which is why we are currently opening local offices at such an exponential rate. Sophisticated tracking and hands-on management work in unison to deliver responsiveness and compliance.



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XORA' StreetSmart"

Product Brochure

Visibility anytime you need it.

With the Xora StreetSmart mobile workforce management solution, organizations with employees in the field can instantly see their exact locations, plan their schedules, gather data from the field, and simplify other back-office processes like payroll. As the industry's leading mobile productivity solution, Xora StreetSmart helps more than 16 thousand organizations meet their productivity and service goals for about \$1 per day per user.



Xora StreetSmart runs on handsets ranging from rugged devices to smartphones and tablets available from our wireless carrier partners.

Data Exchange and Integration Connect the valuable information collected and managed by Xora StreetSmart to your back of fice systems and other business applications with easy data exchange options.

On-Demand Integrated Support Xora makes it easy for you to get expert help if you have a question about any of our solutions. Our Support Center offers helpful documentation or you can speak directly to a product expert, 24 x 7.

Get Started Today! For more information, please contact us at: 877.477.9672 or visit: www.xora.com

Gain Visibility

By knowing where your employees are and what they're doing, you'll make more informed decisions about how to dispatch your team, make them more productive, and ensure their safety .

Reduce Operational Costs

Reduce overtime and fuel costs with better dispatch decisions. Organizations using CPStechnology consistently see fuel reductions of 5 to 10 percent and reduce overtime hours dramatically .

Easily Share Information

Field staff can easily fill out service forms and invoices, capture signatures, share photos, and scan credit cards and bar codes.

Simplify The Payroll Process

Biminate time spent creating, verifying, and processing timesheets. Xora StreetSmart makes your payroll process automatic by tracking employee hours and passing them directly into your payroll system.

Improve Service Levels

Knowing where your employees are and how jobs are progressing helps you keep customers informed of employee arrival times and status information.

Get enterprise functionality without enterprise complexity

Xora StreetSmart seamlessly connects your organization, with a downloadable app for mobile devices, a cloud-hosted web management application and optional back of fice integration.

Cloud-Based Management

Mobile App

Mobile Employees:

Use handheld devices to send

location, time, and job data to



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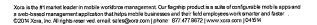
Operations & Dispatch: Access real-time and historical information to monitor and ontimize operations

Integration ° (**\$**)

Back Office



Business & Finance Exchange or connect to data to automate processes and analyze trends.





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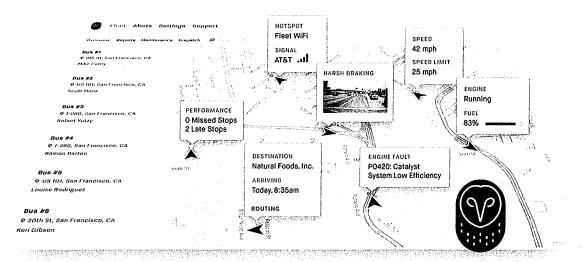
Samsara Fleet Management

AGS uses "Samsara" as a Fleet Management System for all patrol vehicles. Samsara is a realtime, fully-integrated data platform which improves the efficiency, safety, and compliance of our patrol vehicles. Samsara offers the following features which improve our ability to manage roving vehicle patrols:

- GPS Fleet Tracking
- ELD Compliance
- Real time tracking for Routing and Dispatch
- Dash Cam



Samsara allows us to track and record patrol vehicle activity in order to ensure that they comply with the designated patrol routes. We can even establish Geofencing linked to real-time GPS tracking for patrol vehicles; any deviation from the designated patrol route will immediately trigger an alert and subsequent corrective action to ensure compliance.



samsara

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Environment Fleet Industrial Alerts Settings Support

Overview Assets Drivers Dispatch Routes Proximity Reports Maintenance Messages Drivers (Admin) D Search

All (193) (Driving (127) Not Driving (666)

NAME	DRIVING STATUS	CURRENT VEHICLE	CURRENT LOCATION	TIME LEFT IN CYCLE	TIME UNTIL BREAK	HOS VIOLATION STATUS	APP VERSION
GEORGE BURDELL	M DRIVING IS	46942	♀ Inca Road, 7.0 mi SSE Macomb, IL	<u>42:17</u>	<u>0:11</u>	Near violation	1.2.1 (2996)
STANLEY FORD	DRIVING	<u>1187</u>	♀ 2.3 mi WNW Milan, IL	<u>43:20</u>	<u>0:10</u>	Near violation	1.2.1 (2996)
SHAUN WHITE	N ADRIVING SI	<u>197</u>	♀ 850 North, 8.2 mí SSW Frankfort, IN	40:00	0:08	Near violation	1.2.1 (2996)
SARA COLE	N. ORIVINO SP	206	♥ West Tipton Street (US 50;1N 11), Seymour, IN	<u>43:30</u>	<u>0:18</u>	In violation	1.2.1 (2996)
STEVE ADOUR	A DRIVING	<u>1599</u>	♀ South 5th Street, Manchester, IA	<u>37:14</u>	<u>0:07</u>	In violation	1.2.1 (2758)
MIKE ANICO	WORLY/GOD	<u>1202</u>	♀ Sam's HQ	<u>41:05</u>	<u>0:08</u>		1.2.1 (2996)
CASEY MOORE	S ORIVING X	<u>ST213</u>	♀ Martin Luther King Jr Parkway, Des Moines. 1A	30:05	0:00		1.2.1 (2996)

Above: Client-side view of Samsara data/driver logs. Samsara offers improved HOS visibility which mitigates risk and is accessible by supervisors, compliance managers, and client stakeholders.

Monitoring Philosophy

We are moving towards de-parameterization in the security world, yet our data systems and recording techniques are already there. Measuring and trending quality issues must not be tied to one specific physical environment, but analyzed across many environments, and weighed against factors that we can control. This is particularly applicable to this assignment, which does not have a fixed center of operations.

Site Inspections

AGS site managers will conduct both scheduled and unannounced inspections for all sites to monitor performance and mitigate guard complacency.

Key Performance Indicators

Our dedicated Quality Assurance Team (QAT) use measurable Key Performance Indicators (KPIs) to monitor site performance on a regular basis. KPIs include: Billing, Customer Service, Performance, Documents, Post Orders, Improvement, Responsiveness, Resolution, Hiring/Screening, Training, Turnover, Post Order Compliance, Misconduct, and Management Visits.

KPI scores are provided by client-side site managers, who are asked to fill out site surveys for rating our performance. We use these scores and other client feedback to measure performance at individual sites, and we have compiled and presented them to clients in the past through our Quarterly Business Reviews (QBRs). We maintain a minimum standard for KPI scores; failing to meet this minimum elicits corrective action on our part, however, our KPI scores have never dipped below it on any previous contract.

Tab 6: Business Licenses and Certifications *Please see the attached.*

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State of Florida Department of State

I certify from the records of this office that AMERICAN GUARD SERVICES, INC. is a California corporation authorized to transact business in the State of Florida, qualified on September 20, 2002.

The document number of this corporation is F02000004808.

I further certify that said corporation has paid all fees due this office through December 31, 2017, that its most recent annual report/uniform business report was filed on April 24, 2017, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Thirteenth day of October, 2017



Ken Definin Secretary of State

Tracking Number: CU1871459574

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES

ADAM H. PUTNAM COMMISSIONER

DIVISION OF LICENSING

11/30/18 DATE ISSUED **11/17/21** DATE OF EXPIRATION

BB2300048 LICENSE NUMBER

AMERICAN GUARD SERVICE (HOLLYWOOD)

1015 NORTH AMERICA WAY #108

MIAMI, FL 33132

THE SECURITY AGENCY BRANCH OFFICE NAMED ABOVE IS LICENSED AND REGULATED UNDER THE PROVISIONS OF CHAPTER 493, FLORIDA STATUTES.



Dan Al futures

ADAM H. PUTNAM COMMISSIONER

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000 VALID OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2019

DBA: Business Name: AMERICAN GUARD SERVICES INC Receipt #:329-35887 Business Type:_{SERVICES})

Owner Name: SHERIF ASSAL Business Location: 2550 EISENHOWER BLVD 326 HOLLYWOOD Business Phone: 310-645-6200 Business Opened:08/01/2004 State/County/Cert/Reg:BB2300048 Exemption Code:

Rooms		Seats	eats Employees 150		Profes	Professionals		
Tax Amount	Number of Machir		Vending Business Onl	ling Business Only Vending Type:				
	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid		
150.00	0.00	0.00	0.00	0.00	0.00	150.00		

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

2018 - 2019

THIS BECOMES A TAX RECEIPT

WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

SHERIF ASSAL 1125 W 190 ST GARDENA, CA 90248 Receipt #02C-17-00004323 Paid 09/26/2018 150.00

> CAM #19-0380 Exhibit 3

> Page 30 of 140



CITY OF HOLLYWOOD TREASURY SERVICES DIVISION LOCAL BUSINESS TAX

AMERICAN GUARD SERVICES, INC 1125 W. 190 ST GARDENA, CA 90248

Please contact us with any changes or corrections to your information.

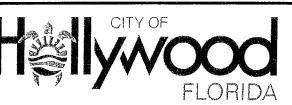
<u>CUSTOMER SERVICE</u>: Should you have any questions regarding Local Business Tax or need to update / correct any information related to your Business Tax Account, please contact us by phone at 954-921-3225, by email at businesstax@hollywoodfl.org or in person at City Hall, Room 103, 2600 Hollywood Blvd. Please send all written correspondence to: City of Hollywood, Treasury Services Division, Attn: Business Tax, Room 103, PO Box 229045, Hollywood, FL 33022-9045.

PURSUANT TO STATE LAW, LOCAL BUSINESS TAX IS LEVIED FOR THE PRIVILEGE OF DOING BUSINESS WITHIN A CITY'S LIMITS, AND IS NON-REGULATORY IN NATURE. ISSUANCE OF A LOCAL BUSINESS TAX RECEIPT BY THE CITY OF HOLLYWOOD DOES NOT MEAN THAT THE CITY HAS DETERMINED THAT THE EXISTING OR PROPOSED USE OF A LC ION IS LAWFUL. ISSUANCE OF A LOCAL BUSINESS TAX RECEIPT DOES NOT LEGALIZE OR CONDONE THE NATURE OF THE BUSINESS BEING CONDUCTED IF CONTRARY TO ANY LOCAL, STATE OR FEDERAL LAW OR REGULATION.

THIS IS NOT A BILL. DO NOT PAY.

BELOW IS YOUR LOCAL BUSINESS TAX RECEIPT. PLEASE DETACH AND POST THIS LOCAL BUSINESS TAX RECEIPT IN A CONSPICUOUS PLACE AT YOUR PLACE OF BUSINESS.



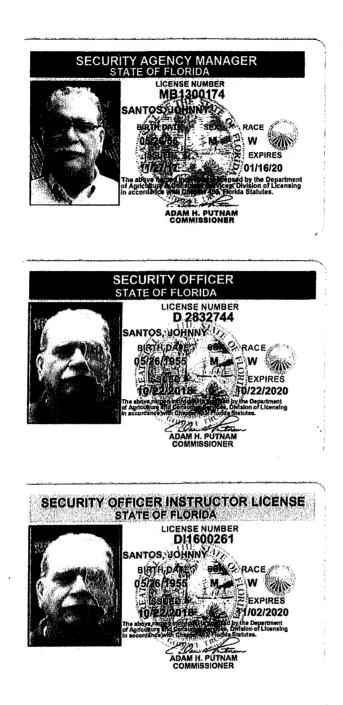


2018/2019 LOCAL BUSINESS TAX RECEIPT

Business Name: AMERICAN GUARD SERVICES, INC DBA:

jness Location: 2550 EISENHOWER BLVD business Category: SERVICE/LICENSED BUSINESS Classification: Security Agency Tax Basis: OVER 50 WORKERS Account Registration #: **B9048279-2019** Expiration Date: **9/30/2019** Tax Rate: **\$700.00**

> CAM #19-0380 Exhibit 3 Page 31 of 140



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Tab 7: Evidence of Insurance

Please see the attached.

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ACOR	۰'n°

DTIELCATE OF LIADULITY INCUDANCE Ar

DA TE (MM/DD/YYYY)

ACORD [®] CERTIFICATE OF LIABILITY INSURANCE												
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.												
IMPORTANT: If the certificate hold the terms and conditions of the po certificate holder in lieu of such er	er is an icy, cert	A DDI ain po	TIONAL INSURED, the policy(i blicies may require an endorse				-					
PRODUCER			BL NA	ME: Kimber	ly Ann deG	reef						
El Dorado Insurance Agency,	Inc.		PH	PHONE 832-320-4505 FAX: (A/C, Noj. 832-320-4555								
El Dorado Sec Srvs Ins Agy	E-1 AD	E-MAIL ADDRESS: kimberlyann@eldoradoinsurance.com										
3673 Westcenter Drive	77042			INSURER(S) AFFORDING COVERAGE				NAIC #				
Houston TX		INSURERA: Zurich American Ins Co				27855						
	_			INSURERE: Endurance American Insurance Company				10641				
American Guard Services, In 10100 Reunion Place				INSURERC: Colony Insurance Company				39993 10200				
Suite 120				WRERD: Hiscox	Insurance	e Company		10200				
San Antonio TX	78216		P									
San Antonio TX 78215 INSURER F: COVERAGES CERTIFICATE NUMBER: V-AGS (10-20-18) W-CRM REVISION NUMBER:												
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.												
LTR TYPE OF INSURANCE	ADD		POLICY NUMBER	POLICY EFF (MWDD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMI	TS					
						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	1,000,000				
X Errors & Omissions			E010288450-01	10/20/2018	10/20/2019	MED EXP (Any one person)	\$	10,000				
						PERSONAL & ADV INJURY	\$	1,000,000				
GEN'L AGGREGATE LIMIT APPLIES PER	_					GENERAL AGGREGATE	\$	3,000,000				
						PRODUCTS - COMP/OP AGG	\$	3,000,000				
X OTHER: \$25,000 Deductible						COMBINED SINGLE LIMIT	\$	1 000 000				
						(Ea accident) BODILY INJURY (Per person)	\$	1,000,000				
A ALL OWNED SCHEDULED			BAP0885493-02	10/20/2018	10/20/2019	BODILY INJURY (Per accident)	\$					
						PROPERTY DAMAGE	\$					
		1					\$					
B UMBRELLA LIAB X OCCUR		1	EXC30000484301 (\$5M X Primar	(¥:		EACH OCCURRENCE	\$	10,000,000				
C X EXCESS LIAB CLAIMS-	ADE		AR4460605 (\$5M X \$5M)			AGGRECATE	\$	10,000,000				
DED RETENTION \$				10/20/2018	10/20/2019		\$					
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	YIN				9/30/2019	X PER OTHE						
ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A	1		9/30/2018		EL. EACH ACCIDENT	\$	1,000,000				
A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC 0093650-03	9/30/2018		EL. DISEASE - EA EMPLOYEE	\$	1,000,000				
		+			10/10 / 00000	EL, DISEASE - POLICY LIMIT	\$	1,000,000				
D Crime - 1st & 3rd Party			UC21824594 .18	10/31/2018	10/31/2019	EMIT		\$2,000,000				
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) The General Liability policy includes a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder when there is a written contract between the named insured and the certificate holder that requires such status. This certificate use for bid purpose only. Upon the award AGS will issue a new liability insurance Certificate as per the bid/proposal requirements.												
CERTIFICATE HOLDER			CA	NCELLATION								
El Dorado Insurance Agency El Dorado Insurance Agency				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.								
SPETIS	AUTI	AUTHORIZED REPRESENTATIVE										
El Dorado III	R.L	R.L. Ring, Jr./KDEGRE										
© 1988-2014 ACORD CORPORATIO								ts reserved				

The ACORD name and logo are registered marks of ACORD

Tab 8: Company Profile

AGS Contact Info

Legal Name: American Guard Services, Inc. (AGS)

Address:

National HQ: 1125 W. 190th Street, Los Angeles, CA 90248 *Local Office*: 2550 Eisenhower Blvd., #326, Fort Lauderdale, FL 33316

Telephone Number (800) 441-18008

Fax Number (310) 645-6233

Email Address jgregory@americanguardservices.com

Web Page Address

https://www.americanguardservices.com/

Legal Entity C-Corporation

Legal Status in Florida

Please see the attached documentation and licensure.

Years in Business

We were founded / organized as a California Corporation in 1997. Since then, we have had twenty-two (22) years of continuous security experience in the business. Specifically, in the State of Florida we have been active as a security firm as far back as 2001, when we were first awarded a maritime security contract for PortMiami.

List of Key Personnel

Qualifications of Key Personnel

Key figures below have more than 80+ combined years of experience in projects mirroring the scope of services.

Sherine Assal, our Chief Executive Officer, will oversee the development of this Contract and execute Contract Lifecycle Management techniques in order to follow all aspects of the project closely. Ms. Assal has over 22 years' experience in the ownership, management, and operations of security services companies. She oversees new client business to ensure strong growth, existing client accounts to ensure contract requirements are met, and suggests enhancements and modifications that will better serve the needs of our clients.

Sherif Assal, AGS's President, oversees our Governmental client portfolio and provides On-Demand logical expertise, risk and safety monitoring consulting, and more. He will ensure the contract is managed effectively and that stability in all areas is assured. Mr. Assal is the driving force behind differentiating American Guard Services from its competitors and building a brand. Mr. Assal is responsible for a variety of highly successful acquisitions throughout the United States as well as their subsequent integration into the AGS organization.

Gerald A. Gregory, one of our Executive Vice Presidents, will ensure quality control and staffing procedures meet their targets, and bring logistical, technical, and technological expertise to the project. He is uniquely aware of the City's needs and has extensive experience meeting state and federal standards for security services. Mr. Gregory has personally overseen dozens of security guard contracts and is apt at transitions, swift issue resolutions, and tailoring security guard program approaches.

Robert F. Lasky, one of our Executive Vice Presidents, is based in Florida, where he once served as the Special Agent-in-charge of the Federal Bureau of Investigation's Miami Division, the fifth largest in the nation, after a twenty-year long FBI career. Over the course of his career, he was responsible for the deployment of a compassionate federal response to the Parkland High tragedy. His presence in Florida will elevate our corporate availability and management capabilities in the region. In addition, AGS proposes Mr. Lasky as our Airport Security Manager for this contract.

Adolfo Avendano is AGS's Vice President. He will oversee the Project Manager and has 18 years of experience managing numerous security accounts, connecting operations and management needs to the right people, and ensuring proper supervision, training, and overall contract compliance. He supplies executive level management to guide program direction according to need. Mr. Avendano is attentive to dozens of security guard clients and operates with a client-first approach.

Keith Dove operates as Director of Compliance, utilizing his years of experience to apply safety procedures, reporting guidelines, and administer low risk plans contract-wide. Our impressive Safety Record is preserved and protected on his watch.

Craig Weissman, CFE, AGS's Vice President of Contract Compliance, will guarantee our conformity with all specifications, and oversee other operations and deployment measures to make for an exceptional security response. He adds over 17 years of experience to the Contract in the security and investigative industries.

Exhibit 3

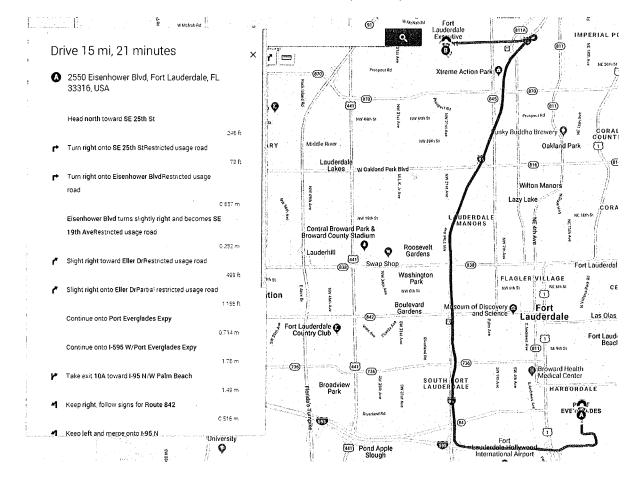
Johnny Santos, AGS's Director of Training, has over 35 years of experience with transportation systems and infrastructure. He has been instrumental in ensuring contract compliance, planning terrorist mitigation plans, and providing other federal necessities at maritime ports (e.g. Facility Security Plans) under the Code of Federal Regulations 33 CFR 105.

	Experience Overlap with Services Required			
Key Personnel	Oversight on Large Projects Mirroring the Size and Scope of the Project	Tailoring Baseline to Project Specifications	Ensuring Consistency and 100 Percent Compliance	Available to Resolve and Correct Issues
Sherine Assal			1	✓
Sherif Assal	✓	√	√	✓
Gerald A. Gregory	✓	\checkmark	✓	1
Robert F. Lasky	\checkmark	✓	1	\checkmark
Adolfo Avendano	~	\checkmark	√	\checkmark
Keith Dove		✓	√	\checkmark
Craig Weissman, CFE		\checkmark	 ✓ 	\checkmark
Johnny Santos	✓	\checkmark	✓	\checkmark

Office Addresses

AGS is a nationwide corporation with licenses, resources, personnel, and offices all over the country. We are licensed in all 50 states and the District of Columbia. In Florida, we have a total of four offices, with our nearest operating office (in Fort Lauderdale) less than thirty minutes from FXE. With the proximity of our Fort Lauderdale office, AGS response to emergencies and sudden City requests will not exceed thirty minutes to an hour.

Below: Fort Lauderdale Executive Airport (Point B) in relation to our nearest operating office in Fort Lauderdale (Point A).



Fort Lauderdale Office (Nearest Location): 2550 Eisenhower Blvd., #326 Fort Lauderdale, FL 33316 (786) 650-1334

Miami Office: 1015 North America Way, #108 Miami, FL 33132 (786) 650-1348 Tampa Office: 2109 E. Palm Avenue, Suite 203 Tampa, FL 33605 (754) 701-7436

Cape Canaveral Office: 7011 North Atlantic Ave., #200 Cape Canaveral, FL 32920 (321) 985-5712

Uniforms

Tab 9: Descriptions / Pictures

Pictured: AGS "hard" and "soft" looks are the industry standard. We will customize each aspect of the uniform to ensure complete client satisfaction. Reserves and seasonal considerations will be factored into our response as well. The images below illustrate our concept for uniforms tailored specifically for FXE, bearing an identification patch marked "Executive Airport Security".



Vehicles

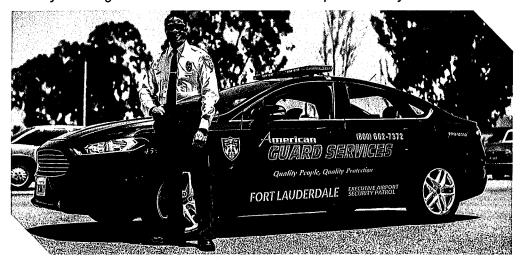
Make/Model: 2016 Ford Fusion Miles: 0 – 5000 Type: Closed

Security Markings: Yes Lights: Yes

Description: Four door, five passenger mid-size sedan manufactured by Ford. *Performance*

- MPG: Up to 24 city / 36 highway
- Horsepower: 175 to 231 hp
- Fuel tank capacity: 16.5 to 17.5 gal
- Curb weight: 3,431 to 3,681 lbs
- Wheel size: 17-18" dia., 7.5-8" width
- Engine: 2.5 L I4 SMPI

Please see "Technical Approach / Security Plan – Vehicle Plan" for details on installed equipment and maintenance procedures. Pictured below is our concept for patrol vehicles bearing the appropriate City markings: "Fort Lauderdale Executive Airport Security Patrol".

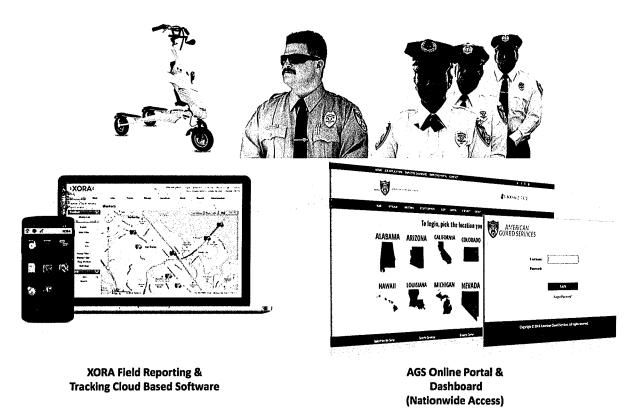


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Tab 10: Equipment

- XORA is a smart guard tracking solution that can be used with any GPS Enabled phone (smartphone). Benefits include real-time notification via email or SMS, live dashboards, Geo Fencing, tour management, customizable fonts, training material upload capability, and analytics.
- We are able to deploy vehicles to any location within Florida in 1-2 hours. Vehicles come equipped with first responder-grade equipment, fire extinguishers, flares, etc. and patrol officers' DMV reports are scrutinized to ensure safe and effective patrols.
- We also supply electric Trikkes at no-cost to our clients, where appropriate.
- Reserves of seasonal gear, raincoats, flashlights, and extra batteries are available at each operational office and proactively delivered to guarantee continuity in every sense.



<u>Materials:</u>

- Reporting equipment, forms, templates, and more will be provided and satisfy all reporting/logging information.
- Training materials and our Standard Operating Procedures (SOPs) will be customized per location. Florida OSHA information and other resources will be distributed, per the legal requirement.
- Any additional materials needed for special events or projects will be supplied.

Tab 11: Joint Venture

AGS is not submitting as a joint venture.

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Tab 12: Qualifications / Experience

AGS guards America with our nationwide coverage. For us, this not only means having contracts, offices, resources, and personnel all over the country, though these elements are critical to our service capabilities. For AGS, the essence of nationwide coverage also extends to safeguarding the routes and lanes which connect the nation together. With this in mind, AGS has spent its 22-year history expanding and reinforcing its ubiquity in the transportation sector.

By sea, AGS has grown to be the leading firm in port security with dozens of ports covered since our first port award from PortMiami in 2001, along with industry dominance in cruise line security. By air, we have recently expanded our airport coverage to include contracts with the Los Angeles World Airports and an intent to award from Louisville International Airport in Kentucky. By land, our contracts with transit authorities exceed ten, with locations across the country.

While seaports, airports, and overland transit each have their own nuances and security considerations, they are all unified by a common need for access and perimeter control. The sheer volume of people and goods trafficked through transportation centers can be a major security concern, one we have tackled by refining our access and perimeter control procedures to an unprecedented level.

Examples of our commitment to access/perimeter control is our pending Safety Act designation from the Department of Homeland Security for securing ports of entry, as well as our development of a proprietary facial recognition platform (FaceEx), which we offer as added value.



Above: Current Nationwide Transportation Sector Coverage; Seaports in Blue, Airports in Gold, and Transportation Authorities in Red.

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Local Experience

Florida

AGS presence in Florida is second to none and is only matched by our footprint in California, the location of our National Corporate Headquarters and where our company was founded.

Below: Cor	nparison of our statew	lae presence in Flor	ida versus California.
State	Number of Offices	Statewide	Years of AGS Presence in the
	in the State	Personnel Count	State
California	5	1500+	21 - founded in California in 1997

1000+

17 - first PortMiami contract awarded in 2001

4

Consider the close parity between our presence in California and our presence in Florida. With AGS's shared management structure, in which a nationwide team of gualified management staff and Subject Matter Experts (SMEs) are leveraged for every contract regardless of geographical location, this means that the level of practical expertise in Florida is equivalent to our expertise in California.

In California, AGS secured numerous airport locations, such as those of the Contra Costa County Airport Division and Los Angeles World Airports (LAWA). In Florida, where our presence and operational resources are at a similar level (as we have shown above) and where the same airport expertise in California can be leveraged, we are confident in our ability to perform with an equally high standard of excellence for the City of Fort Lauderdale's contract. Furthermore, our security coverage of Miami International Airport illustrates the proven effectiveness of our security force in Florida airports, and we hope to expand this portfolio even further by providing the City's Executive Airport with premier airport security services.

In addition, AGS's experience includes the following contracts in Florida/near Fort Lauderdale:

- Miami International Airport •
- Port Canaveral, FL
- PortMiami, FL
- Port Tampa Bay, FL
- City of Clearwater, FL

Direct Experience	
Experience Matrix (Project Profiles belo	w)

1

			d shared manag		
Criteria	Miami International Airport	Los Angeles World Airports (LAWA)	Los Angeles International Airport (not through LAWA)	March Inland Port Authority, Riverside, California	Contra Costa County Airports Division, California
Performing Pre/Post Security Inspection of employees and their belongings.	×	✓		~	✓
Performing Pre/Post Security Inspection of deliveries and merchandise.	*	~	×	√	√
Performing General Security Services in response to TSA Security Directives or emergencies.	✓	V	~	·	~
Providing security services at Passenger Security Checkpoints and Exit Lanes during non- TSA Screening hours.	✓	✓	✓		✓
Providing Air Operations Area (AOA) access gate Vehicle Inspections and Security Services.	✓	~	✓	✓	✓
On call and/or as needed	√			✓	✓
Dates:	2009 - present	2017 - present	2009 - present	2009 - present	2016 - present
Details:	Contracted with airport via Carnival (Princess) - Safeguard program. Permanent and on-call/ as needed.	Booth Operations and On-Site Security for LAX.	3 contracts- contracted with airport via Carnival, DHL, & Norwegian Cruise Line. Permanent and on-call/ as needed.	Security for a municipal airport in Riverside.	As needed services provided.

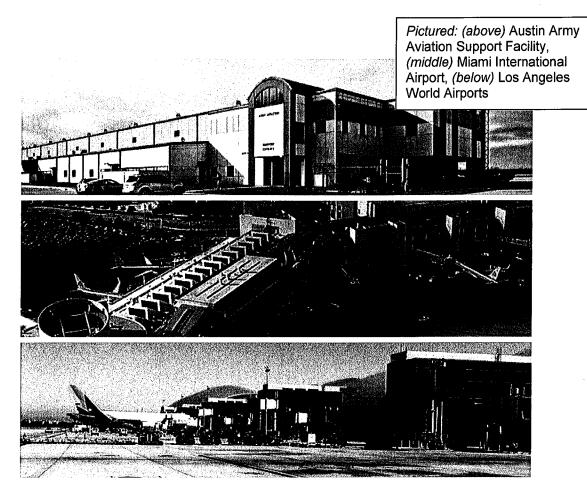
Project Descriptions

- 1. MIA and Carnival are supported with security via their Safeguard Program. As-needed and emergency security is swiftly and seamlessly provided due to our large presence in the area.
- LAWA locations are staffed by AGS (through shared management) to provide on-site security services to monitor, supervise, direct, and coordinate lot activities and traffic to ensure safety and adherence of the CVHL users with Los Angeles International Airport (LAX) rules and regulations.

Booth operators are also assigned in order to collect a fee on LAWA's behalf for all Charter vehicles that are required to remit the trip fee at the CVHL. We manage and operate the trip fee collection booths located in the CVHL to issue trip tickets, process credit/debit cards, and verify vehicles. Unauthorized vehicles are reported to a designated LAWA representative.

Overall, training consists of the standard baseline to be compliant with BSIS mandates, and includes topics in Customer Service, use of the AVI system installed in the booths, and revenue collection control procedures.

- 3. Los Angeles Airport and DHL are supported with security at cargo holding and transfer facilities.
- 4. March Inland Port Authority is a regional airport with the needs of perimeter security, access control, and emergency services. Our firm (through shared management) supplies 24/7 security services and support to all Authority sites, ensuring the continuity of operation and threat mitigation.
- 5. Contra Costa County Airports receives on-call or "as needed" services from our firm (through shared management) at Buchanan Field and Byron Airports. Airport security is of utmost importance in ensuring that the airports are safe and protected at all times. The firm also supplies staff for special events and unforeseen circumstances that may require additional security.





Sample Case Study: Los Angeles International Airport AGS is staffed at the Los Angeles International Airport through a contract with DHL, screening and securing sensitive areas. In particular:

<u>Shipping and Receiving Guard</u>: AGS Guard(s) are posted in the warehouse by the dock doors. He or she is responsible for logging information pertaining to arriving/departing trucks. Forms for this are kept standardized and specific to the client need. Approval and stakeholder sign-off is obtained by the Guard to ensure the container has not been tampered, has arrived on time, etc. After sign-off, the forms are turned into the DHL Control Center, where the information gets uploaded into the DHL system (digital database).

<u>GSC Ground Security Coordinator</u>: AGS Guards under this category must under-take recurrent training from DHL and be authorized to do so. GSC duties are to inspect DHL planes before they are loaded with freight. The guard searches the belly of the plane, the restroom areas, behind all items they can look behind or under, etc. They look for prohibited items such as weapons or explosives.

After they determine the plane is clear, DHL and the flight crew are allowed to enter the plane to get it loaded with its freight. GSC forms are signed by the captain and the DHL load crew. As DHL is about to board the plane, we must also perform metal detection operations on them. All these rules and duties are governed by TSA. We stay at the threshold of the plane until it taxis away.

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Tab 13: Staff

Security Manager Profile

For the position of Airport Security Manager, AGS proposes Mr. Robert Lasky, one of our Executive Vice Presidents based in the State of Florida. His presence in Florida will elevate our management's availability and responsiveness to client needs, and he will serve as the primary operations point of contact overseeing all services provided for the City.

Please see the attached resumes for further details on Mr. Lasky's qualifications.

Profiles of Key Staff

AGS principals and other key staff in our senior executive management team have over eighty (80) years of cumulative security experience; together, their expertise crosses sectors and covers a myriad of fields. Due to our shared management structure, our key personnel collectively engage with every contract for which AGS or its affiliate firms provide services.

This includes our past airport contracts such as Los Angeles World Airports, Contra Costa County Airport Division, and Miami International Airport, as the same management expertise applied to those contracts will similarly be leveraged for the City's benefit.

Please see the attached resumes for further details on our firm's principals and other key staff.

Employee Screening, Hiring, and Training Practices **Screening Process**

To ensure that the minimum qualifications above are met, we employ the following philosophy: AGS invests in the human aspect with the belief that qualified and dedicated personnel at every level of service are the keys to a successful security force. We incorporate a myriad of background checks into our extensive screening process.

Our Screening Plan is made up of the following components:

- Pre-employment drug screening
- Mental Integrity Testing and physical examinations by a State-approved physician
- Random drug screening of at least seven (7) percent of the workforce each month, utilizing 12-panel drug screen. All members will be drug screened in an unpredictable fashion every eighteen (18) months
- Employment history spanning seven years
- Background check for prior law enforcement experience (either as a retired civilian or military police)
- DD-214 Verification for all individuals who have served in the armed forces
- A criminal conviction record check covering seven (7) years
- A driving history record check spanning seven (7) years prior to date of hire

Background Screening

At no cost to the City: we will use state and federal databases (FBI and DOJ) to verify that our employees (or rehired incumbents) do not possess disqualifications on their record. These are defined as felonies, dishonorable discharges, crimes of violence, unlawful sexual behavior, acts of domestic violence, any crime of child abuse, and any misdemeanors or felony crimes of moral turpitude. All narcotics offenses will be checked. We also check driving records to gauge the candidate's history with alcohol; DUIs are disqualifying indicators. All results of the above checks will be made available to the City upon request.

The screening procedure described above is performed using fingerprinting, data checks, report writing and compliance checks.

Drug Free Workplace

We have a zero-tolerance policy toward drug and alcohol abuse. All testing will be prior to placement using a laboratory certified by SAMHSA and codified by 49 CFR 40.3. The unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in AGS workplaces. A single violation of such prohibition will result in the offending individual being removed from the job-site and recommended his or her participation in an approved drug abuse assistance or rehabilitation program.

Integrity Testing

Integrity Testing has existed for decades—and there is substantial evidence of its usefulness. We have fine-tuned the assessment and made it convenient for employees to take online or in person. Counter-productive work behaviors, instability, emotional duress/imbalance, etc. are discovered with questioning designed to bring out candid responses. The *Return on Investment* (ROI) is quite favorable to clients while testing costs are marginal.

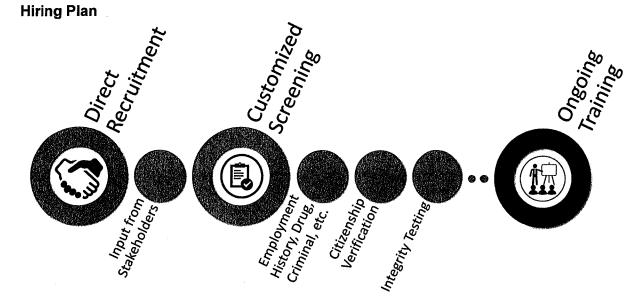
Screening Status	Number of Employees	Claim Frequency	Number of Claims	Total Claims per Group	Average Cost per Claim Filed	Average Cost per Employee in Group
Unscreened	27,265	2.82%	769	\$2,665,712	\$3,466	\$97.77
Screened	6,079	1.46%	89	\$188,589	\$2,119	\$31.02
Total	33,344	2.57%	858	\$2,854,301	\$3,327	\$85.60

Exhibit 2: Workers Compensation Claims for Screened versus Unscreened Employees

Note: The data above are reported after the elimination of one extreme outlier. One employee from the unscreened group was involved in an accident with more than \$600,000 in claims. Because this was so much greater than all claims from either group, it was eliminated so as to not unduly bias the result.

Found in *the Utility of Integrity Testing for Controlling Workers' Compensation Costs*, published by Cornell University School of Hotel Administration (11-2009).

Note: Our Experience Mod Rate maintained over the years is *0.8.* This results in a 20 percent discount that we pass along to our clients. (average is 1.0 or above)



Employment Plan

AGS is fueled by diversity and interested in opening doors not previously opened for underrepresented segments of the qualified talent market. Diverse communities help populate our ranks, while key management executives expertly deal with the demands of critical infrastructure and asset security, transition phases, industry standards, and more.

Further, we have located hundreds of available nearby guards that fit the desired qualification/background description. Using guards with this degree of closeness to FXE is a priority to better secure high retention and commitment.

We will also seek to staff:

- Only those guards that pass City mandated checks, DOJ and FBI database checks, and our proprietary mix of testing will be assigned.
- Guards with prior law enforcement experience.
- Guards who self-enforce best practices in their profession.
- Guards with the ability to provide reasonable accommodation to individuals with disabilities, who understand the law, and wish to comply with the spirit of the law.
- Committed personnel from the local area nearest FXE.
- Personnel with the ability to adapt in a constantly changing environment.
- Guards that comply with all other City needs.

Creative Recruitment

We hire direct from law enforcement academies, community colleges, career fairs, and morerefusing to pull from traditional candidate pools or run all-inclusive, general ads. Along these lines, we strive to keep abreast any information or recommendations from the local Economic Development Office/Chamber of Commerce.

Hundreds of local employees, many of which live within a few miles of FXE, already trained in the most advanced tactics for campus security that matches your facilities—are standing by; equally important, our reputation and image in Florida and Fort Lauderdale will greatly benefit the Contract.

Non-Discrimination and Equal Opportunity Policy

Non-Discrimination

It is the policy of American Guard Services not to discriminate against any employee or any applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability, sexual orientation or national origin. This policy shall include, but not be limited to, the following: recruitment and employment, promotion, demotion, transfer, compensation, selection for training including apprenticeship, layoff and termination. Except with respect to sexual orientation, this company further agrees to take affirmative action to ensure equal employment opportunities.

Equal Opportunity

It is the policy of American Guard Services to promote equal employment opportunity through a positive, continuous program of specific practices designed to ensure that equal employment opportunity is afforded all individuals without regards to race, color, religion, national origin, sex, age or sexual orientation.

Whenever possible, American Guard Services further intends to offer equal opportunity to veterans, the handicapped and the disabled, as well as the reasonably accommodate religious observances and practices when this can be done without undue hardship on the conduct of our business.

To implement these policies, American Guard Services and its officials will continue to carry out our commitments to:

1. Recruit, hire, train and promote persons in all job classifications without regard to race, sex, color, religion, national origin, age sexual orientation, veteran status, and or handicap.

2. Base decisions on employment so as to further the principle of equal employment opportunity.

3. Ensure that all personnel actions (including, but not limited to compensation, benefits, transfers, layoffs, retire from layoffs, or return from disability or pregnancy leave) are administered equally.

4. Ensure that promotion decisions are in accord with principles of equal employment opportunity by presenting valid requirements for promotion.



Training Program

The Training Program has been designed to combat the potential hurdles of implementation and execution on the Contract:

- Active Shooter concerns
- Disarming aggressive or threatening individuals without physical contact
- New hires outnumbering qualified incumbent Guards, who may leave for other assignments
- "High visibility" of patrols will need to be tested, assessed, confirmed
- Inherent vulnerabilities of outlined sites
- Public perception of safety and media investigations

Basic training such as general orientation covering conduct while posted, specific duties, report writing, and discipline procedures will be primary to the Program.

Crime reporting and procedures (in compliance with all federal laws) will be extensively covered in our training program to ensure adequate detail, clarity, and objectivity.

Knowledge of contract specifications will be mandatory and built into the program, as well.

Types of Training/Offers	Offered?	Description
Pre-assignment/ orientation training	J	All AGS Officers under the contract will be licensed with the State. Moreover, AGS provides all Security Officers with comprehensive pre-assignment training. AGS recognizes that pre-assignment training is necessary to familiarize Officers with the normal protocols. Public Relations, Observation and Documentation, Communication and Its Significance, and Liability/Legal Aspects will be covered.
		AGS will ensure personnel receive emergency response and safety sensitivity training, and all Officers will be suitably instructed on proper security and patrol procedures.
		AGS Security Officers receive training in scan and search techniques, facility layout, and report writing.
		AGS conducts training using Target Solutions' online testing programs, specifically designed for the security industry. Following each seminar topic is a test, for which each applicant must receive a passing grade of at least 80% to be considered for employment.
On-the-job, facility-specific or industry-specific training	1	Security Officers and Supervisors will undergo job- specific on-site training
•		AGS has long-standing practices of cross-training Officers in advance for multiple posts. This brings added value. AGS also moves Officers to different posts, so that Officers do not become complacent; all Officers will be fully capable of being utilized in different ways.
		Both formal and informal on-the-job-training (OJT), updated quarterly, will facilitate continuous improvement and address any negative trends. Corrective actions will consist of documenting negative trends and applying additional training to ensure that AGS Personnel understand each task breakdown and overall mission.
Annual retraining and recertification (16 Hours Minimum)		Retraining and recertification will occur for those Guards who may need additional customer service skills (for example) because they moved posts to a more public- facing position. Recertification may need to occur to ensure the continuation of Guards on the job, per state law. AGS will keep all certifications and licenses current.

Training Matrix (Minimum 80-Hours Paid Training)

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Advanced, personal development and/or continuing education		Less Than Lethal Training AGS ensures that all Security Officers have satisfactorily completed any state mandated training requirements, along with any specific training programs required by our clients. Training of our employees is under our direction in coordination with federal and state regulations.
		AGS Security Officers are trained to respond to angry, aggressive, or violent people in the conduct of their duties. AGS Security Officers are taught to primarily project a passive, yet visual deterrent against criminal activity. AGS core security training parameters are to avoid physical action against an individual whenever possible; however, at times taking appropriate measures is unavoidable. In these situations, our Officer's understand the parameters in which he or she must operate. Officers utilize the specific tactics learned in our scenario-based training exercises. AGS implements a "Reasonable Officer Response" model, which uses the widely accepted premise and practice of progressive application of force in response to the level of compliance by the individual to be controlled.
Iterative Processes During/After Training	Offered?	Description
Training Gap Analysis	1	A training gap analysis is a comparative tool to find out if the guards employed by our firm meet all requirements.
		We work with our public agency clients to identify and address these gaps (using Training Gap Analysis)— which are often understood in six categories: general job- related training, human interaction and customer service, weapons and defensive tactics, inspections, communications, and emergency response.

Supervisor Training

Prior to being promoted to supervisor, all Officers are required to take a 10-part supervisor training, which prepares them to excel on the job. This series includes engaging, up-to-date lessons concerning safety and security methods, emergency preparedness, effective communications, report writing, ethical conduct, and many other critical topics. The courses provide timely, topical training on the most current approaches and lessons learned from similar facilities. Security Officers will receive extensive training in field-tested techniques on how to plan a security program, how to implement and utilize the program, and how to evaluate its effectiveness. They will learn effective enforcement techniques using interpersonal skills, presence, and communication skills in addition to understanding the "ask, tell, make" concept, as well as other major aspects of enforcement.

Our ongoing training program (Implemented once City approved) provides a comprehensive review of everything a Guard will encounter at FXE. It reinforces our best practices and client particularities, and mitigates failure to perform at FXE.

II-yu	bing Security Officer Training	On-going Security Supervisor Training
0	Legal Restrictions and arrest and restraint	Module 1: Principles of Leadership I
	of persons	 The Role of Private Security
0	Detection, control, and the reporting of	 Leadership and the Security Mission
	incidents involving violence, criminal	 Leadership and Supervisory Skills
	activity, and fires	
0	CPR and first aid training, along with	Module 2: Principles of Leadership II
	certification from the American Heart	 Key Principles of Leadership
	Association	 The Ethics of Professional Leadership
0	Disaster response plans and evacuations	 Conflict Management
0	Radio procedures for communication	
0	Prohibitions on the use of personal cell	Module 3: Effective Communications
	phones while on duty	 Methods of Communication
0	Prohibitions on the use of music devices	 Types of Communication Systems
	while on duty	 Barriers to Effective Communications
0	First on scene: CPR, Choking, and AED	
0	Handling an irate individual	Module 4: Employee Performance Evaluation
0	Use of Force Spectrum	 Performing Job Analysis
0	Principles of Controlling Resistance	 Writing Job Descriptions
0	Advanced Control Tactics	 Performance Standards Evoluting Employee Methods
0	Principles of Triangulation	 Evaluating Employee Methods
0	Reaction Time Principles Method of Application	Modulo 5: Timo Managomont
0	Components of Acceptability	Module 5: Time Management
0		 Prioritizing Activities Effective Planning
		o Time-Robbers
		 Time Management Tools

Baseline Training for Operational Anti-Terrorism

Beyond standard awareness training, we provide the following training on operational measures related to anti-terrorism:

- Use of the Technical Resource for Incident Prevention (TRIPwire) System—a 24/7 online, collaborative information-sharing and resource portal for private sector security professionals, along with bomb squads, emergency responders, intelligence analysts, etc. Guards are able to obtain and analyze data (e.g. documents, images, videos) gathered by experts.
- Hazard Assessment and Response Management (HARM)
- Managing Civil Actions in Threat Incidents (MCATI)
- Tactical Planning for WMD Incidents
- WMD Response
 - Hands-on Training, Respiratory Protection, Law Enforcement Protective Measures, Incident Complexities
- Transit Terrorist Tools and Tactics

We coordinate and schedule the above anti-terrorism training topics and programs, combine them with our standard training for ports of entry, and monitor acceptability with Training Gap Analysis, and other tools.

Supervisory and Employee Evaluation Practices Philosophy of Dynamic Supervision

AGS will employ a dynamic supervision plan tailored to evolving contract necessities. During the transition period and the early stages of a contract lifecycle, AGS typically brings in a high number of experienced supervisory personnel to ensure a low guard-to-supervisor ratio. A low ratio is ideal for the early stages of a contract; officers who are still new to their assignment will receive more hands-on and focused oversight from supervisors, while supervisors will have a chance to acclimate to their position before being tasked to oversee many guards.

As the contract matures, we typically shift to higher guard-to-supervisor ratios. As officers become experts at their specific assignments, they will require less guidance and supervision. This will reduce overhead for the contract and allow for smoother operations with less micro-managing. Those supervisors who most excel in the contract environment will be left behind to maintain the ideal level of supervision for a mature contract, while the remaining supervisors are shifted to other contracts in the area that are still in their early stages. Essentially, surplus supervisors are transferred from mature contracts to new contracts, and this crucial element is what allows us to supply a surplus of supervisors to a new contract in the first place.

For supervisors, this expands and diversifies their expertise which, in the long run, results in more experienced and versatile supervisors. For officers, there is no chance of becoming complacent with any one supervisor as the supervisory personnel are rotated regularly, though not often enough that a synergistic relationship is unable to develop between guards and supervisors.

Our dynamic supervision plan has been honed and refined after decades of managing large-scale contracts at every stage in a contract's lifecycle, and these best practices can be applied to the nuances of any contract due to their flexibility. The City can rest assured that ideal supervision levels will be maintained at all times, with no chance of gaps or deficiencies.

Tab 14: References

DHL - LAX Gateway	
Location: 401 23 rd . Street	POC: Robert Candia
San Francisco, CA 94107	Phone: 310-961-8413
Scope: AGS provides Armed and Unarmed	Email: Robert.candia@dhl.com
Security, cargo screenings, and access control	
services for ramp locations and loading docks at	
DHL facilities. Our service mirrors the high	
performing UPS contract with our use of the	
local labor force and our commitment to	
appropriate technologies to save time and	
money. AGS has formal program evaluations	
that assess many variables in our security	
response and performance—AGS consistently	
has met its program goals and objectives	
through open feedback assessments and other	
measures. Loading zones and other facility posts	
are crucial entrances to the outside world, not	
to mention, environments with vulnerabilities	
we understand and seek to mitigate.	
Duration: 2010 - Current	

UPS Freight	
Location: 7754 Paramount Blvd.	POC: Alfred Johnson
Pico Rivera, CA 90660	Phone: 562-706-4175
Scope : AGS's security forces log trailers in and	Email: alfredjohnson@ups.com
out of facilities and assures that all freight is	
secure and accounted for. We use the latest	
technology that features digital schedule	
management and access logs available for	
management in real-time. Because timing is	
sensitive, Guards must expertly know	
procedures and plans for incident response, and	
alarm and alert response. Another major	
element of our project with UPS is utilizing the	
local labor force; our team is one of the most	
diverse in our company, and one of the highest	
performing too. AGS's monitoring tools and	
techniques at this site means secure truck and	
visitor entrance points, and efficient service that	
uses a multitude of response methods.	
Duration: 2010 - Current	

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References Continued

Carnival Cruise Lines	
Carnival Cruise Lines Location: 3655 NW. 87 th Ave. Miami, FL 33178 Scope: AGS provides extensive security for several Carnival fleets across notable United States ports including: Port of Miami, Port of Everglades, Port of Tampa, Port of Galveston, Port of Long Beach, Santa Barbara, Los Angeles, Cape Canaveral, Fort Lauderdale, New Orleans, Houston, Honolulu, Maui, Kauai and Kona. X-ray screening, weapon	POC: Dominick A. Froio Phone: 310-559-2600 Email: dfroio@carnival.com
and Kona. X-ray screening, weapon searches and crowd control for over 700,000 people each season.	
Duration: 2005 - Current	

Tab 15: Technical Approach / Security Plan

Range of Security and Related Services

General Services

Over the course of its 22-year history in the security business, AGS and its affiliate firms have offered and/or performed the following services:

- Armed Security Guards and Off-Duty Police Officers (ODOs)
- Maritime Operations/Port Screening and Security
- Guest Services and Embarkation Facilitation for Cruise Ships
- Surveillance Technology and Advanced Facial Recognition Systems
- Drone Surveillance
- Crossing Guard Services
- Special Event Security
- Security Consultation and Investigation
- Janitorial Services

AGS Distinguishers

- AGS is partnered with the largest education purchasing cooperative in the country, E&I, as their sole security services vendor. E&I's member base totals more than 4,500 learning institutions and growing; many have been searching for a consultative security partner for decades and are excited about our new E&I Master Purchase Agreement to speed up their procurement processes (given the contemporary and pressing threats schools face).
- Our team has a common understanding, purpose, mission, and cadence which our clients find evident in the services we provide.
- AGS is the largest majority-woman owned security operation specializing in maritime and governmental agency security.
- Our firm operates under the Worldwide Sourcing Group umbrella, and as such, has associative ties to other leading security and technology firms. AGS is able to leverage this relationship and corporate stability on every contract.
- We deploy technologies for access control at Class "A" buildings, campuses, and more. This includes use of our technology brand, FaceEx, for advanced facial recognition systems.
- AGS donated screening equipment and security guards to Santa Fe High School in order to reestablish a sense of safety for their students after Memorial Day. AGS guards screened all students upon entry to the campus using metal detector wands until the school year ended.
- AGS holds cruise industry dominance.
- AGS has over 2000 square miles of coverage in Southern California for city and school board clients.

- AGS is a firm with nationwide reach.
- Guard retention is high (an industry low turnover rate of 20 percent), development opportunities are available, and Safety Bonuses are awarded to those guards that excel at meeting KPIs related to safety in the workplace.
- A multitude of key personnel at AGS have the Certified Protection Professional (CPP), which is considered the gold standard certification for security management professionals.
- AGS maintains frequent attendance at national and regional trade-shows.
- AGS uses a flat management approach to organization in which all resources are freely allocated to ensure optimum efficiency.
- We use Integrity Testing with proven results to ensure quality personnel and save our clients their money in the long run with the benefits of screened versus unscreened officers.
- AGS's use of Samsara software for Fleet Management allows us to track and record patrol vehicle activity to ensure that they comply with the designated patrol routes.





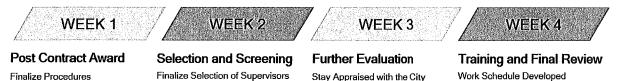


Implementation Plan

We treat this process seriously. AGS always aims for a rapid and smooth transition. Thanks to FXE's proximity to our Fort Lauderdale office, we are in a prime position to do so. The sheer volume of local infrastructure, personnel, and geographical expertise we possess renders our service delivery and implementation capabilities for this contract unparalleled amongst our competition.

AGS moves quickly. We are constantly opening new offices on a monthly basis, and have tackled numerous contracts in the past that required smooth transitions in a short time frame, even for sectors/regions where our expertise and infrastructure was not as developed as they are for this contract. Some of these past contracts include:

- Los Angeles World Airports (LAWA)
- DHL (transition periods for new sites are very short, to the point where they could almost be considered instantaneous)
- Clayton County Public Schools (by association, AGS covered 60+ schools within two weeks; this opened up a new market for us in Georgia)



Transition Team Assigned Meet with City's Representative On-Site Review Training Gap Analysis Establish Lines of Communication

Pre-Employment Screening Drug Testing and Re-Testing Finalize Security Manual Finalize Training and QA Program

Stay Appraised with the City Final Selection of Personnel Order New Uniforms/Equipment

Pre-Assignment Training

Issue/Re-Fit Uniforms

On-Site Training Final Transition Plan Review

Methods to keep the team/stakeholders informed and involved in the transition process:

Representative	Method of Communication	Frequency of Communication
Transition Team	Face-to-face Informal Meetings	Daily
	Transition Team Meetings	Weekly During Transition
Project Team	Project Status Meetings	Weekly
Account Manager	Status Report	Weekly
-	Status Meeting	Weekly
Contract Admin and o	ther - Project Status Report	As Required
Stakeholders		·

Expectation Post-Startup

- All AGS security guards assigned are required to be completely familiar with their duties.
- Understanding and the demonstrated use of this understanding is imperative for all security guards as the contract progresses.
- Security guards will be responsible for seeking clarification from their Supervisor(s) if there are any questions about procedure.

Project Phase	Task	Deliverables	Delays
Prior to Contract Start	Identify and implement employee training, screening, and equipment needs not previously provided to assume assigned duties	Develop a comprehensive list of needs Develop a clear set of goals Create "draft" Project Plan	None
Transition	Conduct security assessment and onsite review Solicit input from internal and external customers Identify external trends/factors Evaluate alternatives	Create Task List with corresponding deliverables Prioritize customer needs in collaboration with stakeholders Finalize Project Schedule	None
Full Service Implementation	Map out key processes Develop implementation support materials Master Schedule Revisions Security Officers Reassessment	More refined plans and reports (e.g. totals of the daily number of students using the Program) Comprehensive Schedule More communication between key stakeholders and management	None
Post-Project Phase	Provide training and coaching to staff, while monitoring recommendations for system- wide enhancement(s)	Updated knowledge base and client references	None

Implementation Tasks and Deliverables

Specific Workflow Activities

- AGS will provide the requested locations with security coverage every day as noted in agreed schedule including weekends (as requested).
- AGS will furnish communications device (Push-to-talk or 2-way radio) for each officer on duty.
- AGS will provide one modern Ford Fusion vehicle displaying approved warning lights and signage, for daily use of licensed officers on duty. Vehicles and carts will have factory-installed functional headlights and taillights.
- Security officers will have some mechanical knowledge of the Contractor's vehicle(s), including the golf cart, in order to help with the upkeep (checking vehicle fluids, tire air pressure, etc.).

Proposed (General) Workflow Activities

- Integrate the methods above to mitigate challenges and enrich local areas.
- Design Transition-In and Transition-Out plans with mindfulness and an added responsiveness to the City's needs.
- Combine approaches and specialties—from advanced parking lot security to customer service and public relations when needed.
- Adequately equip, train, and give refresher training/professional development opportunities to all assigned personnel.
- Provide radio communication capabilities (push-to-talk, FCC compliant devices) to each assigned guard and iPhones/iPads to supervisors.
- Provide all necessary log, evaluation, and report forms to the City Designee.
- Provide a continual security presence with the use of replacement guards.

- Comply with all local, state, and federal laws and regulations when hiring, training, and deploying officers.
- Give particular attention to sites with pre-assessed security vulnerabilities.
- Organize and maintain a knowledge base of various security plans.
- Develop a Green Plan to implement goals of a sustainable and livable environment.
- Maintain a real-time online workforce management system.
- Use a climate of positivity to bridge the gap between guards and monitored populations.



Approach to Resolving Conflicts/Public Relations

Being at the heart of activity demands continuous perimeter/access control. It also requires contingency plans to address the risks of trespassing, criminal activity, and other violations. Our management plans have been built alongside Government strategies and in the face of real world trials.

Procedures for "Crime in Progress" Situations

- Report the incident and location to police immediately (regardless of perceived response time).
- Keep situation under observation and report all activity at the scene.
- Remain at a safe distance and location if necessary or take other appropriate action to protect life and property.
- Stay out of the way of the police when they arrive.
- If someone is being physically injured, take the appropriate action as necessary to preserve life.
- Log all possible information: time, description, subjects, vehicles, activities of each subject, direction of travel if subject/vehicle leaves the scene.
- Immediately write up an accurate, coherent and complete report.

Delayed police presence will only prioritize the company's procedure and make it more salient. The posted guards' objective reports and their subsequent detail will be expected to reflect this time between police notification and arrival.

Plan to Provide the Required Services

The plan is to provide each component, specification, consideration, etc. in complete congruence with the RFP and the project's scope. While at the same time, instituting a monitoring philosophy and practice (our QAT, KPIs, inspections, etc.) built from a strong, local foundation vis-à-vis our Fort Lauderdale office.

Availability of Personnel

AGS will be 100% available for the benefit of this contract and at every conceivable level of organization.

Availability of Management Personnel

At the level of management, our proposed Airport Security Manager (Mr. Robert Lasky) is a Florida native and Florida-based executive with a previous 20-year long career in the FBI, where he served as Special Agent-in-Charge of the FBI's Miami division. Mr. Lasky will be fully committed to the success of this contract; to illustrate the value he and our other executives place on meeting the City's needs, Mr. Lasky personally attended the pre-bid meeting for this solicitation process in order to improve our understanding of the airport's security environment.

Additionally, our president, co-founder, and principal, Mr. Sherif Assal, is often present in Florida to oversee the large number of maritime operations and other ports of entry which AGS secures in the region. No other region in the nation, other than our home state of California (where AGS is headquartered), receives such attention from our highest-level executives. The City can be assured that a similar level of diligence, respect, and care will be provided to Fort Lauderdale Executive Airport.

Availability of Security Personnel

AGS employs field-tested, multi-faceted strategies to ensure that our security force will exhibit maximum availability to City needs and requests. For us, availability of security personnel involves two distinct aspects: the ability of our firm to maintain consistent coverage and staffing levels, and the ability of our firm to respond to a client's sudden request for additional/supplemental guards. Our strategies incorporate numerous elements from technological solutions to management philosophies all designed for elevating availability to exceed client expectations.

Alongside our workforce management tools (e.g. MITC) and seamless processes, we possess ample ability to consistently provide a trained workforce for scheduled coverage. Please reference the list below:

- Back-filling—Is achieved with reserves of local guards ("Flex-Force" officers) who have already been cross-trained on City posts. Succession and backup planning facilitates simpler transitions and ensures the development of future leaders within AGS, which is why we invest resources to forecast/adjust to multiple unforeseen instances. On top of hiring reserves and cross-training, a development matrix is made to map current roles and timeframes (0-2 years, 3-5 years, 5-10 years, etc.) that affect our respective contracts.
- Emergency service requests—Handled immediately with our full organizational capacity and 24-Hour Communications Center. Additionally, floating staff and special roving reserves will be available for additional coverage. AGS specializes in reducing response times, certifying emergency relief in basic life support procedures, and scheduling with real-time, automated software. Moreover, these roving/float/flex employees will be required to undergo thorough background check procedures, and comply with all FXE requirements.

- Expansion of service requests—Not only do we have a regional office, but we would open a second office ahead of schedule, if needed. Also, as mentioned, we possess a high-qualified reserve of security personnel to fill-in future post expansions. We are prepared to comply with multiple contingent vehicle requests, and more.
- **Consistent guard coverage vis-à-vis scheduling**—A function of our services that ties back into added value benefits such as lowered costs and site-driven solutions. We use a smart security workforce management solution, MITC, to automate scheduling, alerts, and reporting all on one system.
- Flexibility—Attention is given to this vital component of our Security Guard Program. Proximity to the post gap and other factors will be considered when the Supervisor chooses/assigns a replacement.

Replacement Staffing Plan

Posts will receive swift security relief for rare no shows. Our automated workforce management and tracking systems identify any discrepancy with Guard arrival, including lateness or nonresponse, and immediately alerts Supervisors. We can quickly provide a substitute (within the agreed upon timeframe) because our firm is uniquely positioned to hire more than the requested amount of Guards and support staff to account for any unforeseen incidents.

Replacement Security Officers will be held to a high standard, and confirm to training, appearance, and professional conduct standards of regular full-time Officers.

Mitigation of Unavailability

Tardiness and absenteeism are the bane of availability; to mitigate unavailability we implement the following strategies:

Tardiness is mitigated with our scheduling and workforce management tools (e.g. alerts, notifications, GPS, geofencing, etc.) that come standard with a contract this size. Faced with this rare scenario, we would immediately staff a replacement using our "Flex-force" of highly qualified reserve guards cross trained on multiple posts. Our controls ensure that no post is left unmanned; this is a constant of our organization. After, we would investigate the instance and try to determine cause.

In the event of habitual tardiness on the part of a guard, we implement swift and effective measures to first resolve the root cause of tardiness before moving to disciplinary actions. Root causes for tardiness may include loss of an effective means of transportation, chronic health issues, or other factors out of the guard's control. By working closely with the guard to resolve these issues (whether by reassigning them to a closer post, making accommodations for health issues, etc.) we are able to address the problem without resorting to drastic measures while, in the long term, fostering retention by showing guards the value we place on them. Of course, timing is critical and we never let issues fester; if our initial approach shows no sign of improvement, we move swiftly to escalating disciplinary actions which may result in termination if the guard is not responsive to other measures.

Furthermore, we embed contingencies even in the exceedingly unlikely event that multiple guards are absent or tardy concurrently. We are in a unique position to supply guards beyond the minimum staffing requirement, especially with our heavy local presence. Typically, our Flex-force operates at 20% beyond the minimum, meaning we can compensate for losing up to one-fifth of our security force at once. Should the number of vacancies exceed this amount, thanks to our heavy local presence we can also draw from the reserves of other nearby contracts; this is a measure of last resort, as guards drawn from other contracts would not have received any site-

specific training. These scenarios are unheard of and have never happened to our firm, yet we are prepared for them all the same.

Finally, we are also prepared for the case of habitual tardiness on the part of multiple guards, or even contract-wide deficiencies. This is the rarest scenario of all, one which would result in contract termination for many other firms and a scenario we never allow our contracts to reach. Even so, if such a scenario occurs we would move quickly to first evaluate common causes of tardiness, implement effective, contract-wide solutions, and then, if all other efforts fail, we would execute the appropriate disciplinary actions and begin restructuring of our security force.

Continuity of Operations – Four Phases

Phase I – Readiness and Preparedness.

<u>Phase II</u> – Activation and Relocation: plans, procedures, and schedules to transfer activities, personnel, records, and equipment to alternate facilities are activated.

<u>Phase III</u> – Continuity Operations: full execution of essential operations at alternate operating facilities is commenced.

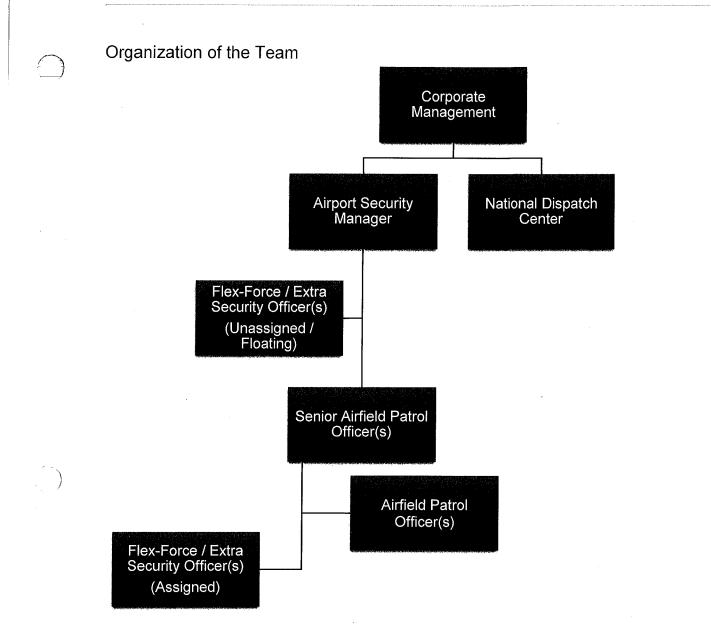
<u>Phase IV</u> – Reconstitution: operations at alternate facility are terminated and normal operations resume.

American Guard Services has created a Continuity of Operations Plan (COOP) to provide a method for our clients to continue operations during emergencies and to gradually resume full operations, given the constraints of the emergency or situation affecting normal operations.

American Guard Services developed its COOP in accordance with Federal Preparedness Circular 65, Federal Executive Branch Continuity of Operations (U.S. Department of Homeland Security 2004). This circular provides guidance to U.S. government agencies in developing COOP contingency plans. As a resource for emergency planning in critical facilities, it provides an effective structure for planning the resumption of essential functions during emergencies that disrupt normal operations.

Current Work Load / Staff Participation

AGS Executives have anticipated a project of this size and complexity for the last two years, therefore we are more than ready to implement and direct attentions towards a successful startup. Staff participation from all levels of the organization will be high—and this will be sustained for at least 180 days after our start day; similarly, pivotal contract phases will be addressed with attentions from each key executive. *Simply, we do not anticipate an issue related to work load or staff participation.*



Above: Organization Chart illustrating the structure of the team which will be assigned to this project. Our Corporate Management Team will oversee the project in terms of contract compliance, service performance, and stakeholder engagement from a long-term, strategic perspective. The Airport Security Manager will have overall, day-to-day operational command of our security force, with the National Dispatch Center housed in our corporate headquarters serving as valuable support personnel. Our Flex-Force of Extra Security Officers (ESOs) will be standing by in reserve under the direction of the Airport Security Manager; ESOs will be assigned to posts when requested by the City or when needed to maintain coverage in the event of emergencies or vacancies. Once ESOs are assigned to a post, they will be under the direction of a Senior Airfield Patrol Officer.

Vehicle Plan

Maintenance, back-ups, and replacements are features of every vehicle roll-out and plan; while all contract equipment experiences a degree of obsolescence, vehicles are hit the hardest due to there being more moving and interconnected parts. We factor these three salient aspects into our competitive pricing and never charge more than the standard rate when it comes to vehicle costs, meaning—extra servicing or replacement needs are costs not passed to our clients.

We are already planning to furnish more than the required number of operational vehicles to be compliant, therefore back-ups and replacements are not expected to be issues. These will be dedicated backups and replacements, not to be used on other contracts; this ensures a high level of certainty when it comes to performance, reliability, and functionality.

Tab 16: Communication

Communication Plan

We treat each security officer as a central nexus through which our management team is linked to various client stakeholders engaged in the project. Beyond designees of the City of Fort Lauderdale and the Executive Airport itself, this would include the Fort Lauderdale Police Department and other local agencies expected to coordinate with security officers assigned to the contract.

As a nexus of communication, each officer must be trained in appropriate communication techniques, such as the ability to relay information in a clear and concise manner even under the pressure of emergency situations. Each officer must have the appropriate communication equipment with reliable backups in case of faulty connections. Finally, each security officer must be trained in following proper regulations for airport communication, such as those mandated by Federal Aviation Regulations and which will govern communication between the airport's radio tower and assigned security officers.

Competitors tend to overpromise on their commitment to link each officer easily, cost effectively, and so on. We simply rely on what works—while instituting radio backups when cell service is weak, or when there is a service "dead zone", which unfortunately occurs when communication is needed the most (as we saw during 9/11).

Communication Equipment

Simply, AGS provides the requisite equipment supplemented by our own devices to fill in any gaps in communication. This involves push-to-talk radios and iPads with data service for supervisors.

AGS Utilizes:

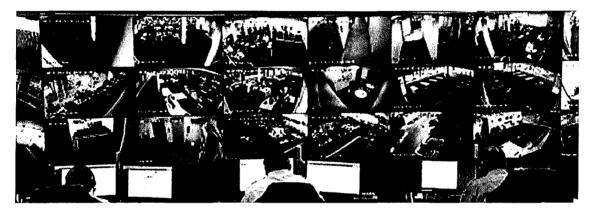
Apple iPhones and iPads issued to officers.

 Tablets (pictured above): Issued to all AGS security officers for the purpose of reporting (can send real-time, fully electronic Daily Activity Reports/DARs and Incident Reports to AGS managers and City stakeholders instantly), tracking (in conjunction with XORA), and recording key information (such as emergency contact information, notes on residents and violations, etc.)

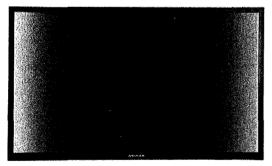
Dispatch Capabilities

We would like to emphasize the advantages of our national dispatch center, a State-of-the-Art, multi-million-dollar facility with 24/7 capabilities.

Our 24/7 Communications and Dispatch Center is housed in our National Corporate Headquarters, allowing our executive management and corporate compliance officers a greater degree of connection and oversight. It is manned by a team of the most qualified dispatchers in the nation hired and trained specifically by our corporate staff. Due to its location in our National HQ, the dispatch center is powered by cutting edge technologies that no local office of any security firm would have access to.



Above: AGS's newly updated \$2.5 Million dispatch center available for the City 24/7/365 upon award.



The Dispatch Center consists of over a dozen 55-inch, Hikvision® LCD monitors which provide excellent color rendition and enhanced, 4K resolution. They feature an LED direct-lit backlight with uniform brightness and no boundary shadow. *The following features come standard with these high-performance monitors:*

- LCD Backlight
- Screen Size: 55"
- 4K Resolution (3840 x 2160)
- Viewing Angle: Horizontal 178°, vertical 178°

Our Dispatch Center was a significant investment made when we recently relocated to a new corporate headquarters, and we leverage its capabilities whenever applicable. The Dispatch Center has online functionality and can be remotely accessed; our corporate management team regularly views real-time dispatch center footage from their own office desktops, laptops, or even phones in order to monitor compliance.

Additionally, local offices have fewer personnel manning them in proportion to our National HQ; the high concentration of personnel we have in our corporate office is our preference as it leads to superior coordination and a greater degree of compliance, oversight, and ultimately, quality control. The investment we made into our National Dispatch Center is unparalleled throughout the industry; we believe that it is our firm's unique advantage and encourage all clients to make use of its capabilities.

Contact Plan

Contacting Supervisors

Post orders will include a telephone number for our 24-Hour Communications and Dispatch Center, granting all AGS security officers 24/7 access to a highly qualified corporate dispatcher. Dispatchers have access to contracts, post orders, and other key documents for every project, and are trained to guide officers in the appropriate action according to clients' expectations for a given situation. Officers are also given contact information for their direct supervisory personnel as another resource.

Furthermore, our XORA software allows officers to send alerts and e-mails directly to managers and supervisors. This instantaneous reporting/communication feature is just another tool in our multi-faceted contact plan, through which communication is simplified, guidance becomes omnipresent, and AGS officers are never alone.

Contacting Police and Airport Representatives

All security officers will be provided in Post Orders with contact information for key representatives from the Fort Lauderdale Police Department and Executive Airport. Post Orders will also include vital emergency contact information for local agencies such as the fire department and emergency medical services, should they be needed in a situation.

All security officers will be trained in communication skills for contacting City representatives from various agencies in an emergency or when otherwise needed. This will include the ability to accurately and comprehensively describe a situation and any needed action on the part of the representative, awareness of roles and portfolios that will better direct the officer to the most salient agency/representative to contact in any given situation, and the ability to remain clear and concise even under pressure, among other crucial communication techniques.

Tab 17: Management Reports

Please see the attached.



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Dear Employee,

Welcome to American Guard Services! We are excited to have you as part of our company. American Guard Services, Inc. (the "Company") is committed to quality work and superior customer service in all aspects of our business. To answer some of the questions you may have concerning the Company and its policies, we have written this handbook. Please read it thoroughly and retain it for future reference. The policies stated in this handbook are guidelines only, with the exception of our policy on "at-will" employment, and are subject to change at the sole discretion of the Company, as are all other policies, procedures, benefits, and other programs of the Company. From time to time, you may receive updated information concerning changes in policy. If you have any questions regarding any policies, please ask your supervisor or a member of our human resources department for assistance.

This handbook is not a contract, express or implied, guaranteeing employment for any specific duration. Although we hope that your employment relationship with us will be long term, either you or the Company may terminate this relationship at any time, for any reason, with or without cause or notice.

Please understand that no supervisor, manager, or representative of the Company other than the president, or the senior vice president has the authority to enter into any agreement with you for employment for any specified period of time or to make any promises or commitments contrary to the foregoing. Further, any employment agreement entered into by the president or the senior vice president of human resources shall not be enforceable unless it is in a formal written agreement and signed by one of these designated company representatives. Please also understand that no supervisor, manager, or other representative of the Company has the authority to make any verbal promises, commitments, or statements of any kind regarding the Company's policies, procedures, or any other issues that are legally binding on the Company.

Nothing in this handbook is intended to interfere with the rights of any employees to engage in protected concerted activity, either with coworkers or others, or any other rights provided under the National Labor Relations Act. To the extent that conduct is protected under the National Labor Relations Act, this handbook does not prohibit it.

As the Company operates in multiple states, we cannot list every situation where state and local laws and regulations may differ from those listed in this Handbook. Additionally, such laws and regulations are constantly changing. While the Company makes every effort to keep this Handbook up to date to ensure compliance with changes in the law, there may be times when a discrepancy exists between what's stated in this Handbook and applicable law. Of course, in such instances, the applicable law will always govern and supersede the Handbook.

To your success at American Guard Services!

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SECTION 1: INTRODUCTION

1.1 EMPLOYMENT AT WILL

This handbook is not a contract, express or implied, guaranteeing employment for any specific duration. Although we hope that your employment relationship with us will be long term, either you or the Company may terminate this relationship at any time, for any reason, with or without cause or notice.

1.2 OFFICE CONTACTS AND EMERGENCIES

In an emergency not covered by specific post instructions, promptly call your immediate supervisor or dispatch at 800-662-7372. In the event an immediate action is required, use good common sense and judgment, and then notify your superiors of the action you have taken.

Please make a note of the following numbers:

٠	Dispatch:	800-662-7372
•	Corporate Office:	310-645-6200

1.3 ACCIDENTS AND INJURIES

When you are involved in an on-the-job accident or injury, however slight, you must immediately report the incident to their supervisor or to dispatch at 800-662-7372. A written report must be completed within 24 hours, and should give all details of the accident or incident, names of all witnesses, and a narrative description of what happened. Remember to include the who, what, when, where, why, and how.

Incident reports must be completed by both the employee and the employee's supervisor.

SECTION 2: EMPLOYMENT POLICIES

2.1 EQUAL EMPLOYMENT OPPORTUNITY

The Company provides equal employment opportunities to all employees and applicants for employment without regard to race, color, religion, sex, national origin, age, disability, genetic information, or status as a Vietnam-era, special disabled veteran, or other protected veteran, in accordance with applicable federal laws. In addition, the Company complies with applicable state and local laws governing nondiscrimination in employment in every location in which the Company has facilities and employees. This policy applies to all terms and conditions of employment, including, but not limited to, hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, benefits, compensation, and training.

2.2 ZERO-TOLERANCE FOR HARASSMENT

The Company has adopted a policy of "zero-tolerance" with respect to employee harassment. This means that the Company expressly prohibits any form of employee harassment based on race, color, religion, sex, national origin, age, disability, genetic information, status as a Vietnam-era, special disabled or other protected veteran, or status in any group protected by state or local law. Improper interference with the ability of the Company's employees to perform their expected job duties is not tolerated.

With respect to sexual harassment, the Company prohibits the following:

- Unwelcome sexual advances, requests for sexual favors, and all other verbal or physical conduct of a sexual or otherwise offensive nature, especially where:
 - Submission to such conduct is made either explicitly or implicitly a term or condition of employment;
 - Submission to or rejection of such conduct is used as the basis for decisions affecting an individual's employment; or
 - Such conduct has the purpose or effect of creating an intimidating, hostile, or offensive working environment.

Examples of the types of conduct expressly prohibited by this policy include, but are not limited to, the following:

- Touching, such as rubbing or massaging someone's neck or shoulders, stroking someone's hair, or brushing against another's body.
- Sexually suggestive touching.
- Grabbing, groping, kissing, fondling.
- · Violating someone's "personal space."
- Offensive whistling.
- Lewd, off-color, sexually or racially oriented comments or jokes.
- Obscene language.
- Leering, staring, stalking.
- Suggestive or sexually explicit posters, calendars, photographs, graffiti, cartoons.

- Unwanted or offensive letters or poems.
- Sitting or gesturing sexually.
- Sexually, racially, or otherwise discriminatory or lewd email or voicemail messages.
- Sexually oriented or explicit remarks, including written or oral references to sexual conduct, gossip regarding one's sex life, body, sexual activities, deficiencies, or prowess.
- Questions about one's sex life or experiences.
- Repeated requests for dates.
- Sexual favors in return for employment rewards, or threats if sexual favors are not provided.
- Sexual assault or rape.
- Any other related types of conduct or behavior deemed inappropriate by the Company.

Complaint Procedure

Each member of management is responsible for creating an atmosphere free of discrimination and harassment, sexual or otherwise. Further, employees are responsible for respecting the rights of their coworkers.

If you experience any job related harassment based on your sex, sexual orientation, race, national origin, disability, or another factor, or believe that you have been treated in an unlawful, discriminatory manner, promptly report the incident to your supervisor, department or division head, or director of human resources. This policy applies to all incidents of alleged discrimination or harassment, including those which occur off-premises, or off-hours, where the alleged offender is a supervisor, coworker, or even a nonemployee with whom the employee is involved, directly or indirectly, in a business or potential business relationship.

Should the alleged harassment occur at a time other than your normal business hours, your complaint should be filed as early as practicable on the first business day following the alleged incident.

Please understand that the Company takes complaints of discrimination and harassment very seriously. Thus, there is no need to follow any formal chain of command when filing a complaint, or discussing or expressing any issue of concern regarding alleged discrimination or harassment, and you may bypass anyone in your direct chain of command and file your complaint or discuss or express any issue of concern with human resources at any time. The director of human resources, or someone under his or her supervision, will undertake an investigation of any complaints. All complaints will be kept confidential to the maximum extent possible.

All employees have a duty to report any conduct which they believe violates this policy. In addition, every employee has a duty to cooperate with any investigation conducted by the Company, regardless of whether the investigation is being conducted by Company officials or outside parties retained by the Company for this purpose, or, for that matter, by an outside agency.

If the Company determines that an employee is guilty of discrimination against or harassing another individual, appropriate disciplinary action will be taken against the offending employee, up to and including an unpaid suspension or termination of employment.

The Company prohibits any form of retaliation against any employee for reporting a violation of this policy, filing a complaint under this policy, or assisting in a complaint investigation. However, if, after investigating any complaint of harassment or discrimination, the Company determines that the complaint is frivolous and was not made in good faith or that an employee has provided false information regarding the complaint, disciplinary action may be taken against the individual who filed the complaint or who gave the false information, up to and including an unpaid suspension or termination.

In furtherance of this policy, the Company prohibits supervisors and managers from dating any subordinate. Such relationships can be disruptive to the work environment, create a conflict or the appearance of a conflict of interest, and lead to charges of favoritism, discrimination, and claims of indirect sexual harassment. While the Company has no desire to interfere with the private lives of its employees, or their off-duty conduct, where such conduct impacts upon the work environment in a negative manner, such as noted above, the Company reserves the right to take whatever action is appropriate, in its discretion, to protect the Company's interests.

If a working relationship develops between employees or coworkers where a close emotional, physical, or romantic tie would cause a conflict of interest, such as where one employee supervises the other or has any influence over the other's employment, performance appraisal, salary, promotions, or disciplinary actions or works in a position in which a potential problem of safety security, supervision, or morale could arise, the employees involved should bring such relationship to the attention of Human Resources. In such instances, the Company will make a decision regarding appropriate alternate job placement or transfer.

2.3 IMMIGRATION LAW COMPLIANCE

The Company is committed to employing only United States citizens, permanent residents, and other individuals who are authorized to work in the United States and does not unlawfully discriminate on the basis of citizenship or national origin.

In compliance with the Immigration Reform and Control Act (IRCA) of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. Former employees who are rehired also must complete the form if their previous I-9 is no longer retained or valid. Employees who are not able to furnish proof of their legal right to work in the United States within three (3) days of beginning employment will

not be allowed to continue that employment, consistent with the requirements of applicable law.

Employees with questions or seeking more information on immigration law issues are encouraged to contact the Human Resources Department.

2.4 DRUG AND ALCOHOL TESTING

As part of the Company's employment procedures, any individual offered employment is required to undergo a post-offer, preemployment alcohol and drug screening. Any offer of employment that an applicant receives from the Company is contingent upon, among other things, satisfactory completion of this screening.

As a condition of continued employment, employees may also be required to undergo periodic alcohol and drug screenings at times specified by the Company. All company-required alcohol and drug screenings are paid for in full by the Company and conducted in accordance with applicable state and local laws.

Questions about medical examinations or alcohol and drug screenings should be directed to your supervisor or the human resources department.

2.5 ORIENTATION PROGRAM

During your first few days of employment, you will participate in an orientation program conducted by human resources and various members of your department, including your supervisor. During this program, you will receive important information regarding the performance requirements of your position, basic Company policies, including our policy against discrimination and harassment, our procedures for reporting discrimination and harassment complaints and alleged ethics violations, use of technology policy, affirmative action plans, your compensation, and benefits programs, plus other information necessary to acquaint you with your job and Company. If you have not already completed the required documentation, you will also be asked to complete all necessary paperwork at this time, such as medical benefits plan enrollment forms, beneficiary designation forms, and appropriate federal, state, and local tax forms. At this time, you will be required to present the Company with information establishing your identity and your eligibility to work in the United States in accordance with applicable federal law.

Please use the orientation program to familiarize yourself with the Company and our policies and benefits. We encourage you to ask any questions you may have during this program so that you will understand all the guidelines that affect and govern your employment relationship with us.

2.6 INDIVIDUALS WITH DISABILITIES

The Company complies with the Americans With Disabilities Act and applicable state and local laws providing for nondiscrimination in employment against qualified individuals with disabilities. The Company also provides reasonable accommodation for such individuals in accordance with these laws.

It is the Company's policy to, without limitation:

- Ensure that qualified individuals with disabilities are treated in a nondiscriminatory manner in the preemployment process and that employees with disabilities are treated in a nondiscriminatory manner in all terms, conditions, and privileges of employment.
- 2. Administer medical examinations, such as second-medical opinion or fitness-forduty exams, (a) to applicants only after conditional offers of employment have been extended, and (b) to employees only when justified by business necessity.
- 3. Keep all medical-related information confidential in accordance with the requirements of the ADA and retain such information in separate confidential files.
- 4. Provide applicants and employees with disabilities with reasonable accommodation, except where such an accommodation would create an undue hardship on the Company.
- 5. Notify individuals with disabilities that the Company provides reasonable accommodation to qualified individuals with disabilities, by including this policy in the Company's employee handbook and in its corporate policies and procedures manual and by posting the Equal Employment Opportunity Commission's poster with respect to not discriminating against individuals with disabilities and other protected groups conspicuously throughout the Company's facilities.

Procedure for Requesting an Accommodation

Qualified individuals with disabilities may make requests for reasonable accommodation to Human Resources. On receipt of an accommodation request, Human Resources will meet with the requesting individual to engage in an interactive assessment with the employee and discuss and identify the precise limitations resulting from the disability and the potential accommodation that the employee has requested and others which the Company might be able to make to help overcome those limitations.

Human Resources, in conjunction with appropriate management representatives identified as having a need to know (e.g., the individual's supervisor/department head), will determine the feasibility of the requested accommodation, considering various factors, including, but not limited to, the nature and cost of the accommodation, the availability of tax credits and deductions, outside funding, the facility's overall financial resources and organization, and the accommodation's impact on the operation of the facility, including its impact on the ability of other employees to perform their essential job functions and on the facility's ability to conduct business.

2.10 HOLIDAYS

The following holidays are observed by the Company. Holidays pay varies according to the law and the various security contracts for each location.

New Year's Day Memorial Day Independence Day Labor Day Thanksgiving Day Christmas Day

2.11 REFERENCE INQUIRIES

From time to time, the Company may receive inquiries from third parties regarding employees, such as a bank verifying employment for an employee applying for a mortgage or personal loan. All requests for reference information should be directed to the human resources department. Normally, the Company will respond only to written inquiries. If a telephone reference inquiry is received, human resources will typically only verify whether an individual is employed or no longer employed and will inform the caller that he or she must submit a written request for additional information. Generally, information will be released only after a written release has been received from the employee or former employee, whichever the case may be. However, the Company reserves the right to release any information it deems appropriate in its discretion without authorization.

2.12 OPEN DOOR POLICY

Suggestions for improving the Company are always welcome. Your good faith suggestions, questions, and complaints are important. We ask that you take your concerns to your supervisor or to Human Resources. If this does not lead to a satisfactory conclusion, you are encouraged to take the matter to the next level of supervision, up to the highest level of management. While every issue may not be resolved to the employee's satisfaction, the Company values your input. You should feel free to raise issues of concern, in good faith, without the fear of retaliation.

2.13 EMPLOYMENT ARBITRATION POLICY

Pursuant to the Company's Employment Arbitration Policy, any controversy or claim arising out of or relating to your employment will be settled by arbitration administered by the American Arbitration Association under its Employment Arbitration Rules and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Please refer to the Company's Employment Arbitration Policy available from Human Resources and the Company's intranet site and to the Employment Arbitration Rules of the AAA available at: http://www.adr.org. The EEO officer will inform the employee of the Company's decision on the accommodation request or regarding how the Company is able to accommodate the employee's condition with an alternate accommodation if feasible.

2.7 LICENSING REQUIREMENTS

You are required to possess any current license, certificate and/or permits required to perform your job. Normally the cost of such documents is the employee responsibility. Since you may be deemed unable to work if you fail to maintain required licenses, please keep your supervisor up to date regarding your licensing status, expiration dates, and need for continuing certification. It is your responsibility to make sure that your licenses are current. Should you fail to maintain these qualifications, you will be subject to dismissal.

2.8 PERSONAL INFORMATION AND EMPLOYEE RECORDS

The Company maintains personnel files on each employee. These files contain documentation regarding all aspects of the employee's tenure with the Company, such as performance appraisals, beneficiary designation form's, disciplinary warning-notices, and letters of commendation. Employees may review their personnel file on an annual basis, or as permitted by applicable state law. If you are interested in reviewing your file, contact the human resources department to schedule an appointment.

To ensure that your personnel file is up-to-date at all times, notify your supervisor or the human resources department of any changes in your name, telephone number, home address, marital status, number of dependents, beneficiary designations, scholastic achievements, the individuals to notify in case of an emergency, and so forth.

2.9 OUTSIDE EMPLOYMENT

Generally, the Company allows outside employment if it:

- Does not conflict with your responsibilities at the Company, including your ability to work overtime as required in your position;
- Does not interfere with your performance at the Company;
- Does not prove detrimental to the interests of the Company;
- Does not involve a conflict of interest or the appearance of a conflict of interest (such as working for a competitor, vendor, or customer); and
- Does not involve the use of confidential or proprietary information of the Company or its customers.

Any issues regarding any outside employment you may be contemplating should be resolved prior to your accepting such employment.

SECTION 3: COMPENSATION POLICIES

3.1 CLASSIFICATIONS OF EMPLOYMENT

For purposes of salary administration and eligibility for overtime payments and employee benefits, the Company classifies its employees and other workers as follows:

- **Full-time regular employees**. Employees hired to work the Company's normal, full-time, forty-hour workweek on a regular basis. Such employees may be "exempt" or "nonexempt" from overtime pay requirements as defined below.
- <u>Part-time regular employees</u>. Employees hired to work fewer than forty hours per week on a regular basis. Such employees may also be "exempt" or "nonexempt" from overtime pay requirements as defined below.
- <u>Temporary employees</u>. Employees engaged to work full time or part time on the Company's payroll with the understanding that their employment will be terminated no later than on completion of a specific assignment. (Note that a temporary employee may be offered and may accept a new temporary assignment with the Company and thus still retain temporary status.) Such employees may also be "exempt" or "nonexempt" from overtime pay requirements as defined below. (Note that employees hired from temporary employment agencies for specific assignments are employees of the respective agency and not of the Company.)
- Nonexempt employees. Employees who are required to be paid overtime at the rate of time and one half (i.e., one and one-half times) their regular rate of pay for all hours worked beyond forty hours in a workweek, in accordance with applicable federal wage and hour laws, or more frequently, such as for all hours worked beyond eight hours on a given day in accordance with certain state wage and hour laws.
- <u>Exempt employees</u>. Employees who are not required to be paid overtime, in accordance with applicable federal and state wage and hour laws, for work performed beyond forty hours in a workweek but whose salary represents payment for all hours they may be required to work in any given workweek. Executives, professional employees, outside sales representatives, and certain employees in administrative positions are typically exempt.

You will be informed of your initial employment classification and of your status as an exempt or nonexempt employee during your orientation session. If you change positions during your employment as a result of a promotion, transfer, or otherwise, you will be informed by the human resources department of any change in your exemption status. If you have any questions regarding your employment classification or exemption status or believe you are incorrectly classified, please contact the human resources department.

3.2 WORK HOURS

The typical workweek for all full-time employees is forty hours, divided into five days, Monday through Friday, with employees regularly scheduled to work eight hours per day.

Your working hours and schedule will be arranged by your supervisor. Daily and weekly work schedules changed at the discretion of the Company and our customers and clients to meet the varying needs of our business. Changes in work schedules will be announced as far in advance as practicable.

3.3 RECORDING WORK HOURS

It is the Company's policy to comply with applicable laws that require records to be maintained of the hours worked by our employees. To ensure that accurate records are kept of the hours you actually work (including overtime hours where applicable) and of the accrued leave time you have taken, and to ensure that you are paid in a timely manner, you will be required to record your time worked.

Time keeping procedures will vary by job site. Some job sites require employed to record your hours worked using a telephone system. Other job sites require paper timesheets. When paper timesheets are required, you will be required to record your time worked and your absences on the Company's official time record form. This form should be completed daily and signed and forwarded to your supervisor on a weekly basis. After reviewing the form and resolving any discrepancies, your supervisor will forward it to payroll for processing. You supervisor will instruct you on how to record your time worked.

Please ensure that your actual hours worked and leave time taken are recorded accurately. Your use of the phone system to record your time or signature on the time record form is your official certification that the hours recorded are accurate and includes all time actually worked, including overtime hours. Falsifying a time record is a breach of company policy and is grounds for disciplinary action, up to an including an unpaid suspension or termination.

3.4 PAYROLL

Payroll is computed weekly and paid biweekly. Payday falls on every other Tuesday. All paychecks are mailed out prior to the payday. The Company does not issue salary advances to employees at any time, for any reason whatsoever. If a scheduled payday falls on a holiday, you will usually be paid on the day preceding the weekend or holiday. All required deductions, such as for federal, state, and local taxes, and all authorized voluntary deductions, such as for health insurance contributions, will be withheld automatically from your paychecks.

The Company is committed to ensuring that all employees are fully paid in accordance with the compensation arrangements that have been established between them and the Company and to fully comply with the requirements established by applicable federal, state and local law. The Company does not condone improper deductions from employees' salaries, and endeavors to ensure that improper docking of employees' salaries, unauthorized salary deductions, payroll errors and the like, do not occur.

Employees who believe that they have been subject to improper salary deductions or have not been fully paid for any payroll period, should notify their supervisor, payroll, or Human Resources, immediately upon discovering such discrepancy, to get the problem resolved. Employees will not be subject to any form of retaliation for raising such an issue. If it is determined that a salary deduction was improper or that the employee did not receive full compensation for any payroll period, the employee will be reimbursed for any improper deduction or paid any previously unpaid wages in the next payroll period following the determination, unless the amount of the deduction is significant, in which case special arrangements may be made.

In the event that your paycheck is lost or stolen, please notify your supervisor immediately. Your supervisor will, in turn, notify our payroll supervisor, who will attempt to put a stop-payment notice on your check. If we are able to do so, you will be issued another check. Unfortunately, however, the Company is unable to take responsibility for lost or stolen paychecks, and if we are unable to stop payment on your check, you alone will be responsible for such loss.

3.5 OVERTIME PAY PROCEDURES

If you are classified as a full time regular nonexempt employee (see the classifications of employment policy section for the definition of nonexempt employee), you will receive compensation for approved overtime work as follows:

- 1. The Company's workweek runs from 12:01 a.m. Sundays through midnight the following Saturday.)
- 2. You will be paid one and one-half times your regular hourly rate of pay for all hours actually worked beyond the fortieth hour in any given workweek.
- 3. If you are a part-time employee, you will be paid straight time for all hours actually worked up to forty in any given workweek, and time and one-half for all hours actually worked beyond the fortieth hour in any given workweek.

Your supervisor will attempt to provide you with reasonable notice when the need for overtime work arises. Please remember, however, that advance notice may not always be possible.

Occasionally, mandatory overtime will be necessary for reasons including, but not limited to, enabling your department to fulfill contract requirements or otherwise meet the demands of the business. All employees will be expected to work such mandatory overtime hours as required.

You will normally receive payment for overtime in the pay period following the period in which such overtime is worked, provided that your time record form has been properly

prepared, approved by your supervisor, and forwarded to payroll for processing in a timely manner.

California Overtime Policy

Overtime Pay Nonexempt employees assigned to work within the State of California are subject to the requirements of California state law regarding overtime compensation which is different from the federal law followed by the Company's other locations. California employees are entitled to time and a half after working eight (8) hours a day, in a forty (40) hour week and for the first eight (8) hours on the seventh (7th) consecutive day in any given work week. California employees are also entitled to double time for hours worked in excess of twelve (12) in a day or in excess of eight (8) hours worked on the seventh (7th) consecutive day in any given work week.

3.6 MEAL PERIOD POLICY "California"

All non-exempt employees working more than five hours are provided with a meal period of not less than 30 minutes. Employees working six hours or less can waive their meal period. Meal periods should be taken as close to the middle of the shift as practical, and always before the sixth hour of work. Employees are not permitted to take their meal period at the end of the shift in order to leave work early. Meal period facilities and additional procedures will vary depending on your posting. Check with your immediate supervisor if you have any questions about meal periods. Depending on your posting, meal periods are either off-duty and unpaid, or on-duty and paid.

OFF-DUTY UNPAID MEAL PERIODS: Except as provided below, employees are relieved of all duty during their meal periods and are not paid for that time. Employees taking off-duty meal periods are required to clock in and out for their meal periods just as they are required to clock in and out for their shifts. Employees who are interrupted during their off-duty meal periods are required to report the incident and to reschedule the meal period as soon as practical. Employees who are unable to take a meal period on any day must report the incident.

ON-DUTY PAID MEAL PERIODS: There are many guard postings where the nature of the work prevents the employee from being relieved of all duty during meal periods, such as security guard postings in remote locations where the employee works alone. Only employees who have signed and not revoked an on-duty meal agreement are eligible for posting to these locations. The company offers on-duty meal agreements to all guards upon hiring. Agreeing to on-duty meal periods is voluntary, and employees may revoke the agreement at any time. However, if you do not agree to on-duty meal periods your posting opportunities will be fewer, and there may be no postings available. When

working at a remote location alone, employees will be provided with on-duty meal periods and will be paid for their time.

3.7 REST PERIOD POLICY "California"

All non-exempt employees are authorized and permitted to take rest periods of ten netminutes after every two hours worked. Although schedules and lengths of shifts will vary, generally speaking, full-time employees will work two hours and take a ten-minute rest break, work two more hours and take a meal break, work two more hours and take a second ten-minute rest break, then work two more hours to complete the shift and go home. Employees working shifts of less than 3.5 hours total are not authorized to take rest periods. Authorized rest period time is counted as hours worked and is paid time. Employees who are interrupted during a rest break are required to report the incident and reschedule the rest break as soon as possible. Employees who are not able to take the rest break after exactly two hours should take their rest breaks as close to the twohour mark as practical. Employees who cannot take a rest period on any day must report the incident.

SECTION 4: TIME OFF POLICIES

4.1 FAMILY AND MEDICAL LEAVES OF ABSENCE

PART A. EMPLOYEES WHO QUALIFY FOR A LEAVE UNDER THE FAMILY AND MEDICAL LEAVE ACT OF 1993

The Company will grant an unpaid leave of absence to regular full-time and regular parttime employees (who meet the requirements described below) for the care of a child after birth or adoption or placement with the employee for foster care, the care of a covered family member (spouse, child, or parent) with a serious health condition, in the event of an employee's own serious health condition. An eligible employee who is the spouse, son, daughter, parent or next of kin of a covered service member who is recovering from a serious illness or injury sustained in the line of duty on active duty is entitled to up to 26 weeks of leave in a single 12-month period to care for the service member. This military caregiver leave is available during "a single 12-month period" during which an eligible employee is entitled to a combined total of 26 weeks of all types of FMLA leave. Leaves will be granted for a period of up to twelve weeks in any twelve-month period (or longer if required by applicable state or local law---consult the "Local Practices" section of this handbook for more details).

An employee must have completed at least one full year of service with the Company and have worked a minimum of 1,250 hours in the twelve-month period preceding the leave to be eligible for such leave. In addition, to be eligible for leave, an employee must work at a Company facility that employs at least fifty employees at that facility or within seventy-

five miles of that facility. Employees who do not meet these requirements may apply for a leave of absence subject to the conditions described in Part B of this policy. Employees may not perform work of any nature on a self-employed basis or for others during a Family Medical Leave.

Child/Family Care Leave

If you request a leave of absence to care for a child after birth, adoption, or placement in your home for foster care or to care for a covered family member with a serious health condition, you will be granted unpaid leave under the following conditions:

- 1. If the leave is planned in advance, you must provide us with at least thirty days' written notice prior to the anticipated leave date.
- 2. If the leave is unexpected, you should notify your supervisor and the human resources department in writing as far in advance of the anticipated leave date or as soon after the leave commences as is practicable. (Normally, this should be within two business days of when you become aware of the need for the leave.)

All Company benefits that operate on an accrual basis will cease to accrue during any period of FMLA leave which is unpaid.

You will be required to use all accrued, unused vacation and personal days during the leave period. Once such benefits are exhausted, the balance of the leave will be without pay.

All group health benefits (e.g., major medical, hospitalization, and dental insurance) will continue during the leave provided you continue regular employee contributions to these plans. (Other benefits, such as pension, 401(k), life insurance, and long-term disability will be governed in accordance with the terms of each benefit plan.)

Employees requesting a leave to care for a covered family member with a serious health condition may be required to provide medical certification from the family member's physician attesting to the nature of the serious health condition, probable length of time treatment will be required, and the reasons that the employee is required to care for this family member. Employees may also be required to provide additional physician's statements at the Company's request. Further, the family member may be required to submit to a medical examination by a physician designated by the Company at the Company's expense.

Leave for Employee's Serious Health Condition

If you request a leave of absence for your own serious health condition, you will be granted leave under the following conditions:

1. If the leave is planned in advance, you must provide us with at least thirty days' written notice prior to the anticipated leave date.

- 2. If the leave is unexpected, you should notify your supervisor and the human resources department in writing as far in advance of the anticipated leave date or as soon after the leave commences as is practicable. (Normally, this should be within two business days of when you become aware of the need for the leave.)
- 3. Any time that you expect to be or are absent for more than five consecutive work days as a result of your own serious health condition (including pregnancy), you are required to submit appropriate medical certification from your physician. Such certification must include, at a minimum, the date the disability began, a diagnosis, and the probable date of your return to work. You may also be required to provide medical certification for leaves of less than five days or for individual absences in the Company's sole discretion.

All Company benefits that operate on an accrual basis will cease to accrue during any period of unpaid leave.

You will be required to use all accrued, unused sick, vacation, and personal days during your leave. Once such accrued benefits are exhausted, the balance of your leave will be without pay, unless you are eligible for short-term disability or workers' compensation benefits in accordance with applicable state law.

All group health benefits will continue during the leave provided you continue regular employee contributions to these plans.

During your leave, you may also be required to provide the Company with additional physician's statements on request from the Company or the Company's insurance carriers at reasonable intervals, attesting to your continued disability and inability to work. You may also be required to submit to medical examinations by physicians designated by the Company at its discretion and at the Company's expense, at the beginning of, during, or at the end of your leave period, and to provide the Company with access to your medical records as required.

Before you will be permitted to return from medical leave, you are required to present the Company with a note from your physician indicating that you are capable of returning to work and performing the essential functions of your position, with or without reasonable accommodation. Where required, the Company will consider making reasonable accommodation for any disability you may have in accordance with applicable laws.

Leave Entitlement

Eligible employees are entitled to a leave for up to twelve weeks in any twelve-month period (or longer if required by applicable state or local law or, in the case of a leave for an employee's serious health condition, where a leave extension is requested and approved).

Leave taken to care for a child after birth, adoption, or placement in your home for foster care must be taken in consecutive workweeks. Leave taken for your or a covered family

member's serious health condition may be taken consecutively, intermittently, or on a reduced work/leave schedule based on certified medical necessity. In such instances, the Company will follow applicable federal and state laws in reviewing and approving such leave requests.

Reinstatement Rights

Eligible employees are entitled on return from leave to be reinstated to their former position or an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment. Exceptions to this provision may apply if business circumstances have changed (e.g., if your position is no longer available due to a job elimination). Exceptions may also apply for certain highly compensated employees under certain conditions. In addition, employees on a leave extension are not guaranteed reinstatement. These employees will be handled in accordance with the reinstatement provisions in Part B of this policy.

PART B. LEAVES FOR EMPLOYEES WHO DO NOT MEET THE MINIMUM SERVICE REQUIREMENTS OR WHO WORK AT A FACILITY THAT EMPLOYS FEWER THAN FIFTY EMPLOYEES WITHIN SEVENTY-FIVE MILES OF THE FACILITY AT WHICH THEY WORK

Full-time regular and part-time regular employees who have less than one year of service and/or who have not worked a minimum of 1,250 hours during the twelve-month period prior to their leave or who work at a facility that employs fewer than fifty employees at or within seventy-five miles of the facility may request leaves of absence for the reasons set forth in Part A, subject to the following terms and conditions:

- 1. Leave requests must be made in writing at least thirty days in advance of the date you would like the leave to begin or, in emergency situations, with as much advance notice as is practicable. (Normally, this should be within two business days of when you become aware of the need for the leave.)
- 2. The certification requirements and the conditions for required use of accrued time off, benefits accrual, and continuation of group health insurance during leave set forth in Part A apply to all leave requests.
- 3. Unless applicable state or local law requires otherwise, leaves will be limited to a thirty-day maximum duration, except leaves for the employee's own serious health condition, which may be granted for up to a twelve-week period and which may be taken intermittently.
- 4. Employees may not perform work of any nature on a self-employed basis or for others during a leave under Part B of this policy.
- 5. Unless applicable state or local law requires otherwise, reinstatement will not be guaranteed to any employee requesting a leave under this Part B. However, the Company will endeavor to place employees returning from leave in their former position or a position comparable in status and pay, subject to budgetary restrictions and the Company's need to fill vacancies and its ability to find qualified

temporary replacements and its obligations under the Americans With Disabilities Act and applicable state disability discrimination laws.

All questions regarding leaves of absence should be directed to the Human Resources department.

California Pregnancy-related Disability Leave and Accommodation (California Employees Only)

Under California law, a California employee disabled due to pregnancy, childbirth or related medical conditions is eligible for an unpaid leave of absence of up to four months for the period of such disability. When medically advisable, a Pregnancy Disability Leave may be taken intermittently or on a reduced work schedule. Multiple disability leaves for the same pregnancy will be combined for purposes of calculating the four months. Additional leave may be available to eligible employees under the Family and Medical Leave Policy.

A pregnant employee may be entitled to transfer to a less strenuous or hazardous position for the duration of her pregnancy upon request, where such transfer can be reasonably accommodated. An employee also may be entitled to reasonable accommodation for conditions related to pregnancy, childbirth or related medical conditions upon request, where such reasonable accommodation would not cause an undue hardship to the Company. A request for reasonable accommodation or transfer must be supported by the written certification of the employee's health care provider that such an accommodation or transfer is medically advisable.

If possible, an employee must provide at least thirty (30) days' advance notice of her intention to take Pregnancy Disability Leave to her Supervisor, or as much notice as is practicable under the circumstances. A request for Pregnancy Disability Leave must be supported by a medical certification from the employee's health care provider.

Generally, upon return from an approved Pregnancy Disability Leave that does not exceed the maximum available leave, an employee will be reinstated to the same position or a comparable position, if available, subject to any applicable exceptions. However, an employee has no greater rights to reinstatement or to other benefits and conditions of employment than if she had not taken the Pregnancy Disability Leave. In addition, any right to reinstatement terminates if an employee fails to return to work at the end of an approved leave, in accordance with applicable laws. As a condition of returning from a Pregnancy Disability Leave, an employee must provide the Company with a certification from her health care provider that she is able to resume work.

Additional California Family Rights Leave Provisions (California Employees Only)

Under the California Family Rights Act ("CFRA"), eligible female California employees may be entitled to more than 12-weeks of Family/Medical Leave in a 12-month period. Leave for a California employee's pregnancy-related disability is covered under the FMLA, but not the CFRA. Therefore, if an employee takes a Family/Medical Leave for her

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own pregnancy-related disability, she may be eligible for up to an additional 12 weeks of Family/Medical Leave in the 12-month period for reasons other than pregnancy-related disability. The amount of any such available Family/Medical Leave will be reduced by any Family/Medical Leave taken during the 12-month period for reasons other than pregnancy-related disability.

Under the CFRA, the basic minimum duration of a leave taken for the birth, adoption, or foster care placement of an employee's child is two weeks, except on two occasions an employee may request such a leave of less than two weeks' duration, and the employee must conclude the leave within one year following the child's birth or placement.

California Leave for Victims of Domestic Violence and Sexual Assault (California Employees Only)

If you are a California employee and are a victim of domestic violence or sexual assault, the Company will grant you time off to enable you to seek judicial assistance against domestic violence or sexual assault. Additionally, the Company will grant you time off from work for the following reasons:

- To seek medical attention for injuries caused by domestic violence or sexual assault;
- To obtain services from a domestic violence shelter or sexual assault program or rape crisis center as a result of domestic violence or sexual assault;
- To obtain psychological counseling related to an experience of domestic violence or sexual assault; or
- To participate in safety planning and take other actions to increase safety from future domestic violence or sexual assault, including temporary or permanent relocation.

As a condition of taking time off for a reason set forth above, you must give the Company reasonable advance notice of your intention to take time off for the above reasons, unless advance notice is not practicable.

If an unscheduled absence occurs, the Company will not take disciplinary action against you if you provide a certification to the Company within a reasonable time after the absence. The Certification will be sufficient in the form of any of the following:

- A police report indicating that you were a victim of domestic violence or sexual assault.
- A court order protecting or separating you from the perpetrator of the domestic violence or sexual assault, or other evidence from the court or prosecuting attorney that you appeared in court.
- Documentation from a medical professional, domestic violence advocate or counselor that you were undergoing treatment for physical or mental injuries or abuse resulting from victimization from an act of domestic violence or sexual assault.

The Company will maintain confidentiality of any request for time off pursuant to this policy to the extent required by law.

Although the leave generally is unpaid, you may use available vacation during the leave, and if the reason for leave is covered by the Company's sick leave policy, then available sick leave also may be used.

California State Paid Family Leave Insurance

California employees may be eligible for up to six weeks of paid family leave (PFL) benefits through the State of California during a leave taken to care for a parent, spouse, or child with a serious q1ghealth condition or to bond with a child following birth, adoption, or foster care placement. PFL benefits also may be available to employees who take time off to care for a domestic partner with a serious health condition. Employees with any guestions regarding use of PFL benefits should contact Human Resources.

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4.2 MILITARY LEAVES OF ABSENCE

Leaves of absence without pay for military or Reserve duty are granted to full-time regular and part-time regular employees. If you are called to active military duty or to Reserve or National Guard training, or if you volunteer for the same, you should notify your supervisor and submit copies of your military orders to him or her as soon as is practicable. You will be granted a military leave of absence without pay for the period of military service, in accordance with applicable federal and state laws. If you are a reservist or a member of the National Guard, you are granted time off without pay for required military training. Your eligibility for reinstatement after your military duty or training is completed is determined in accordance with applicable federal and state laws.

4.3 JURY AND WITNESS DUTY LEAVE

If you are called for jury duty, the Company will permit you to take the necessary time off. For most employees, time off for jury duty is unpaid.

If you are a full-time regular exempt (paid by salary, not hourly wages) employee who is summoned to jury duty, the Company continues your salary during your active period of jury duty for up to a maximum of five working days per calendar year. You are also permitted to retain the allowance you receive from the court for such service. If you are not a full-time regular exempt employee, you are given time off without pay while serving jury duty, unless applicable state or local law requires otherwise.

All employees are allowed time off if summoned to appear in court as a witness. Nonexempt employees may use accrued vacation or personal leave time during this period or take the time off without pay. Exempt staff members will be paid their normal salaries during any workweek in which they appear as a witness or juror and also perform services for the Company, regardless of the amount of time spent performing those services.

To qualify for jury or witness duty leave, you must submit to your supervisor a copy of the summons to serve as soon as it is received. In addition, proof of service must be submitted to your supervisor when your period of jury or witness duty is completed. The Company will make no attempt to have your service on a jury postponed except when business conditions necessitate such action.

4.4 UNPAID TIME OFF FOR VACATION

Unpaid time off for vacation may be taken as weekly periods or as individual days as long as the period chosen meets with your supervisor's approval. You should submit a time off request form to your supervisor at least two weeks before the date you wish your time off to begin. Times off request forms are available from your supervisor and from human resources. Vacations are generally unpaid, except for when specified as paid by certain client contracts or when other arrangements apply.

SECTION 5: HEATH CARE AND RELATED BENEFITS

5.1 HEALTH INSURANCE

Your total compensation at the Company consists not only of the salary you are paid but also of the various benefits you are offered, such as group health insurance, as described in a later section of this handbook. Coverage for eligible employees is effective after three months of employment.

Our group health is described more fully in plan description booklets, with which you are provided once you are eligible to participate in these programs. If information in this handbook contradicts information in these plan description booklets and policy statements, the plan description booklets and policy statements shall govern in all cases.

The Company reserves the right to amend or terminate any of its benefit programs or to require or increase employee premium contributions toward any benefits with or without advance notice at its discretion. This reserved right may be exercised in the absence of financial necessity. Whenever an amendment is made to any of the Company's benefits programs, the respective plan administrator will draft and submit the amendment to the Company's policy committee for review and approval. The respective plan administrator will notify plan participants of all approved amendments or plan terminations, in accordance with the requirements of applicable federal law.

For more complete information regarding any of our benefits programs, please contact our human resources department.

5.2 HEALTH INSURANCE CONTINUATION (COBRA)

If you resign or are terminated from the Company's employ or if your work hours are reduced, and if this event makes you and/or your dependents no longer eligible to participate in one of our group health insurance plans, you and your eligible dependents may have the right to continue to participate for up to 18 months at your (or your dependents') expense. If you are determined to be disabled under the Social Security Act at the time your termination or reduction in hours occurs or within 60 days of these events, you may be entitled to continuation coverage for up to 29 months.

Your eligible dependents may also extend coverage, at their expense, for up to 36 months in our group health insurance plans in the event of your death, divorce, legal separation, or enrollment for Medicare benefits, or when a child ceases to be eligible for coverage as a dependent under the terms of the plan. The 18-month continuation coverage period provided in the event of your termination or reduction in working hours may be extended to 36 months for your spouse and dependent children if, within that 18-month period, you die or become divorced or legally separated, if a child ceases to have dependent status, or if you enroll for Medicare during the 18-month period.

If you or your eligible dependents elect to continue as members of the Company's plans, you will be charged the applicable premium charged the Company by our carriers plus an

additional 2%. Employees with disabilities, however, will be charged an additional 50% of the applicable premium during the 19th through the 29th months of continuation coverage. COBRA premiums are subject to change if the rates being charged the Company increase or decrease. If election for COBRA continuation coverage is made, you have the right to convert this coverage to an individual policy with our insurance carriers at the end of the continuation period.

Continuation coverage may end, however, if any of the following events occur: (1) failure to make timely payments of all premiums; (2) assumption of coverage under another group health plan, which does not exclude or limit coverage provided to you on account of a preexisting medical condition unless the preexisting condition does not apply due to the Health Insurance Portability and Accountability Act; or (3) the Company's termination of its group health plans. If you enroll for Medicare, you will no longer be eligible for continued coverage, but, as noted earlier in this statement, your spouse1 and dependent children may be entitled to extend their continuation coverage.

Our plan administrator will contact you concerning these options at the time termination occurs or your work hours are reduced. The plan administrator will contact your qualified beneficiaries in the event of your death or enrollment for Medicare benefits. However, in the event that you become divorced or legally separated, or one of your dependents ceases to be eligible for coverage under our group health insurance plans, you and/or your dependent(s) is/are responsible for contacting the human resources department and the plan administrator to discuss continuation/conversion rights. You and your qualified beneficiaries are also responsible for notifying the human resources department and the plan administrator within 60 days of qualifying for social security disability benefits.

For further details regarding continuing or converting your group health insurance benefits, please contact the human resources department.

5.3 WORKERS COMPENSATION

To provide for payment of your medical expenses and for partial salary continuation in the event of a work-related injury or illness, you are covered by workers' compensation insurance. The amount of benefits payable and the duration of payment depend on the nature of your injury or illness. In general, however, all medical expenses incurred in connection with an injury or illness are paid in full, and partial salary payments are provided beginning with the fourth consecutive day of your absence from work.

If you are injured or become ill on the job, you must immediately report such injury or illness to your supervisor, human resources, or the medical department. This ensures that the Company can assist you in obtaining appropriate medical treatment. Your failure to follow this procedure may result in the appropriate workers' compensation report not being filed in accordance with the law, which may consequently jeopardize your claim for benefits in connection with the injury or illness. If you are out of work due to a job-related injury or illness, such time off will be chargeable against your entitlement to time off under the Company's FMLA Policy.

Questions regarding workers' compensation insurance should be directed to the human resources department.

SECTION 6: EMPLOYMENT CONDUCT

6.1 GUIDELINES FOR APPROPRIATE CONDUCT

As an integral member of our team, you are expected to accept certain responsibilities, adhere to acceptable business principles in matters of personal conduct, and exhibit a high degree of personal integrity at all times. This not only involves sincere respect for the rights and feelings of others but also demands that both in your business and in your personal life you refrain from any behavior that might be harmful to you, your coworkers, and/or the Company, or that might be viewed unfavorably by current or potential customers or by the public at large.

Whether you are on or off duty, your conduct reflects on the Company. You are, consequently, encouraged to observe the highest standards of professionalism at all times.

Listed below are some of the rules and regulations of the Company. This list should not be viewed as being all-inclusive. Types of behavior and conduct that the Company considers inappropriate and which could lead to disciplinary action up to and including an unpaid suspension or termination of employment without prior warning, at the sole discretion of the company, include, but are not limited to, the following:

- 1. Falsifying employment or otherwise making false statements in Company reports or records;
- 2. Violating the Company's nondiscrimination and/or sexual harassment policy;
- 3. Soliciting or accepting gratuities from customers or clients;
- 4. Unexcused absenteeism or tardiness;
- 5. Engaging in excessive, unnecessary, or unauthorized use of the Company, customer, or client supplies, particularly for personal purposes;
- 6. Reporting to work intoxicated or under the influence of non prescribed drugs;
- 7. Loitering, whether on-duty or off-duty, in the Company's uniform at a public place where intoxicating beverages are sold;
- 8. Illegally manufacturing, possessing, using, selling, distributing, or transporting drugs;
- Bringing or using alcoholic beverages on Company property or using alcoholic beverages while engaged in Company business off the Company's premises, except where authorized;
- 10. Failure to stay awake and remain alert while on duty;
- 11. Use of any radio, television, music player, game console, mobile phone or other devise or any type of private reading material while on duty at a security post;
- 12. Soliciting or borrowing money from co-workers, clients or from client's employees;
- 13. Fighting or using obscene, abusive, or threatening language or gestures;
- 14. Stealing property from coworkers, customers, or clients or the Company;
- 15. Having unauthorized firearms, batons, pepper spray, or other weapons on Company premises or while on Company business;
- 16. Disregarding safety or security regulations;

- 17. Engaging in insubordination; and
- 18. Failing to maintain the confidentiality of Company, customer, or client information.
- 19. Engaging in off-duty misconduct that reflects negatively on the Company or causes or has the potential to cause harm to the Company or its reputation.

If your performance, work habits, overall attitude, conduct, or demeanor becomes unsatisfactory in the judgment of the Company, based on violations either of the above or of any other Company policies, rules, or regulations, you will be subject to disciplinary action, up to and including an unpaid suspension or termination of employment.

6.2 DISCIPLINE

The following is a list of steps that supervisors may follow in administering disciplinary action. Please note that these steps are guidelines only and may not always be followed. Disciplinary action may be initiated at any step in this process, at the Company's discretion, depending on the performance problem, the type of conduct, or the nature of offense involved. Termination of employment with the Company may also result without any other prior warning being given, where the Company deems such action appropriate.

Unacceptable behavior which does not lead to immediate dismissal may be dealt with in the following manner:

- Verbal Warning
- Written Warning
- Suspension
- Termination of Employment

Warnings and suspensions bring to your attention the severity of the situation. WARNING AND SUSPENSIONS SHOULD NOT BE TAKEN LIGHTLY and any further violations of company rules will result in additional action being taken up to and including termination of employment. If you have any questions regarding disciplinary actions, please discuss them with your Department Head.

This procedure is set forth merely as a guideline. The implementation of this procedure should not be construed as preventing, limiting, or delaying the Company from taking disciplinary action, including immediate discharge without prior warning or notice, in circumstances where the Company deems such action appropriate.

6.3 TERMINATION OF EMPLOYMENT

Employees desiring to terminate their employment relationship with the Company are urged to notify the Company at least two weeks in advance of their intended termination. Such notice should preferably be given in writing to your supervisor and department head. In certain situations, the company may, in its sole discretion, accelerate on employee's effective date of resignation.

As mentioned elsewhere in this handbook, all employment relationships with the Company are on an at-will basis. Thus, although the Company hopes that our relationships with employees are long term and mutually rewarding, the Company reserves the right to terminate the employment relationship at any time, for any reason, with or without cause or notice.

Employees who fail to report to work or contact their supervisor may be considered to have abandoned their positions. The employee's supervisor and Human Resources may initiate the paperwork to terminate the employee. Termination will occur if the employer cannot provide an explanation, satisfactory to the Company, for the absence. Employees who are separated due to job abandonment are ineligible for rehire.

Exit interviews with the human resources department are normally scheduled for outgoing employees after a supervisor receives a notice of resignation or intent to retire and for employees whose termination is initiated by the Company. The purposes of these interviews are to ensure that all necessary forms are completed, to collect all Company property that may be in the employee's possession (e.g., Company uniforms and keys), and to provide employees with an opportunity to discuss their job-related experiences.

Although former employees may reapply for employment with the Company, no former employee, regardless of his/her former position or years of service, is entitled to reemployment. Former employees, like all other applicants, must fill out a new employment application, regardless of how recently they left the Company, and they will be considered along with all other applicants for the position at issue. The Company will consider, among other things, the former employee's previous training, performance, conduct, and work ethic, and the circumstances under which the employee left the Company. Former employees who are rehired will not be given seniority credit for their previous period(s) of employment.

6.4 ATTENDANCE AND PUNCTUALITY

Regular attendance and punctuality is expected of each employee. However, there are times when absence or tardiness is unavoidable. When this happens, an employee must notify his supervisor and the Dispatch Center at 800-662-7372 as soon as possible. Excessive absenteeism or tardiness may result in disciplinary action and possibly be cause for termination.

6.5 UNREPORTED ABSENCE FROM WORK

It is extremely important that you notify your supervisor and the Dispatch Center at 800-662-7372 as soon as possible if you are going to be absent. An employee who fails to report an absence from work to their supervisor or personnel department may be deemed to have voluntarily resigned their position with the Company.

6.6 PERMISSION TO LEAVE DURING WORKING HOURS

If it becomes necessary for an employee to leave their work site during working hours, the employee must notify their supervisor and obtain permission to leave. The employee may also be asked to sign a statement verifying that they have requested to leave for personal reasons.

6.7 CONFIDENTIALITY

In the course of working for the Company, individuals, including employees, contractors, directors, temporary agency workers, consultants and vendors, will become aware of information which is confidential to the Company's business. Individuals who act in breach of this obligation may be subject to disciplinary action up to and including an unpaid suspension or termination of employment or engagement and may also face civil and/or criminal sanctions.

'Confidential Information' is information developed, created, discovered or otherwise owned by or on behalf of the Company, which is not publicly known and has commercial value. This may include, but is not limited to: (a) formulas, teaching techniques, processes, trade secrets, designs and technology, electronic codes, proprietary techniques, inventions, discoveries, technology, improvements, manufacturing processes and research projects; (b) sales and marketing plans, information about costs, profits, losses, markets, sales, investments, human resources information, information arising in connection with an investigation carried out by the Company, company stock information and customer and client lists; (c) plans for future development and new product concepts or investments, merger and acquisition information; (d) all documents, books, legal documents, papers, drawings, models, sketches, and other data of any kind and description, including electronic data recorded or retrieved by any means, that have been or will be provided to any employee as well as (e) written or verbal instructions or comments and confidential information acquired by the Company from another company. individual or entity subject to a secrecy and proprietary rights agreement. (Note: This provision should not be construed as preventing employees from discussing their wages, hours, or other terms and conditions of employment with other employees or third parties.)

During the course of working for or with the Company, and thereafter when the relationship with the Company has come to an end, employees and relevant nonemployees must not disclose to any person or persons, any Confidential Information unless they are properly authorized do so in writing by someone with the appropriate authority to give that authorization. voicemails, etc.; and employees at workstations should use an empty private office for conference calls or making private phone calls. Employees should not play radios in open areas; and employees in private offices using radios should keep their music at a low level.

Employees failing to adhere to proper Company standards with respect to appearance and demeanor are subject to disciplinary action, up to and including an unpaid suspension or termination.

6.9 EMPLOYEE IDENTIFICATION BADGES

When you commence employment with the Company, you will be issued an employee identification badge (ID) that includes your photograph, name, and other identifying information. Your ID identifies you as an employee of the Company and serves as your "access" pass into our facilities, offices, and job sites. All employees are required to carry their ID while working at our facilities, offices, and job sites. In addition, employees must carry all required qualification identification cards or other documents required by a federal, state or local agency for the performance of their assigned duties.

If you lose your ID, it is your responsibility to notify Human Resources immediately so that arrangements can be made to account for your lost badge in the Company's security system, take another photograph of you, and issue you a new badge. If you lose your ID, it will be your responsibility to pay for a replacement badge.

The best protection for our workplaces and job sites is conscientious, security-minded employees. If you observe anyone in our facilities without an ID or who appears to be engaging in suspicious activity, please notify your supervisor, the security department, or human resources immediately.

6.10 TELEPHONE CALLS AND PERSONAL MAIL

Telephone calls of a personal nature during working hours are not authorized, unless an actual emergency exists. If you wish to make a personal telephone call please use a personal telephone and make your calls during a lunch or rest period.

The Company will not handle your personal mail. You should request that all personal mail is delivered to your home.

6.11 SOLICITATIONS

Solicitations, collections, and money raising campaigns, regardless of their purpose, frequently result in complications and misunderstandings. Therefore, in the best interest of all concerned no one may solicit funds from company employees, customers, or clients for any purpose, unless prior approval has been given by the Company.

6.8 APPEARANCE, DEMEANOR, AND GROOMING STANDARDS

Discretion in style of dress and behavior is essential to the efficient operation of the Company. Employees are, therefore, required to dress in an appropriate manner for their position:

- <u>Security Guards</u>: A well-groomed person commands respect. It is important that every Guard has a respectable appearance at all times. For example:
 - Clean uniforms, badges and cap-pieces, polished shoes and leather equipment, and combed hair are all essential elements of good grooming.
 - Uniforms are wash and wear. Uniforms do not need special care and may be machine-washed with other clothing.
 - o Hair should not exceed a moderate length
 - Females in uniform are required to have hair pulled back, either in a bun or ponytail above the collar.
 - Sideburns shall not exceed one inch in width nor grow below the bottom of the ear.
 - o Beards are permitted only for medical or religious reasons.
 - Mustaches may be worn; however, they must be neatly trimmed and must not extend past the corner of the mouth.
 - Females may not wear bangle bracelets, oversize earrings or have long fingernails beyond 1 inch in length.
 - o Flamboyant hair colors (e.g. orange, green, or blue) are not acceptable.
 - o Tattoos' must be able to be covered by clothing.
- Administrative Staff: Employees are required to wear appropriate business attire and to behave in a professional, businesslike manner. In this connection, casual clothing—such as dungarees, jeans, halter tops, shorts, T-shirts, sandals, tennis shoes, and sneakers—may not be worn by employees at any time while engaged in company business. In addition, employees are expected to adhere to acceptable grooming standards. This includes all employees maintaining their hair in a clean, combed, and business-like style (e.g., "punk" or other eccentric hairstyles are considered inappropriate, as is the wearing of excessive makeup); and male employees are also required to keep sideburns, mustaches, and beards well trimmed. Please use good judgment in your choice of work clothes and remember to conduct yourself at all times in a way that best represents you and the Company.

Employees are also required to keep their work environment clean and orderly. Before departing at the end of their workday, employees should lock all files and cabinets and clear all work materials from desk surfaces, especially materials of a sensitive or confidential nature.

The office is an open environment and employees should be respectful of others with respect to the level of noise in the office. The following addresses concerns in this regard. All employees should be considerate of their neighbors. Employees in private offices should close their doors when using speakerphones for conference calls, listening to

6.12 SAFETY FIRST

The Company is committed to providing a safe and healthful working environment. In this connection, the Company makes every effort to comply with relevant federal and state occupational health and safety laws and to develop the best feasible operations, procedures, technologies, and programs conducive to such an environment.

The Company's policy is aimed at minimizing the exposure of our employees, customers, and other visitors to our facilities to health or safety risks. To accomplish this objective, all employees are expected to work diligently to maintain safe and healthful working conditions and to adhere to proper operating practices and procedures designed to prevent injuries and illnesses.

The responsibilities of all employees in this regard include:

- 1. Exercising maximum care and good judgment at all times to prevent accidents and injuries;
- 2. Reporting to supervisors and seeking first aid for all injuries, regardless of how minor;
- 3. Using safety equipment provided by the Company at all times;
- 4. Observing conscientiously all safety rules and regulations at all times; and
- 5. Notifying their supervisors, before the beginning of the workday, of any medication they are taking that may cause drowsiness or other side effects that could lead to injury to them and/or their coworkers. In such situations, supervisors will review the matter with Human Resources and consider what accommodations can be made to prevent a direct threat to the employee and/or others.

Should you receive an injury on the job you must immediately report it to your supervisor. If an injury is non-life threatening, you will be sent to a doctor for professional care. Immediately dial 911 for any serious injuries.

CONCLUSION

Please understand that this booklet only highlights company policies, practices, and benefits. Circumstances will obviously require new policies, practices and benefits or changes to policies, practices, and benefits from time to time. Consequently, the company reserve the right to amend, supplement or rescind any provision of the manual as it deems appropriate in its sole and absolute discretion.

This handbook is not a contract, express or implied, guaranteeing employment for any specific duration. Although we hope that your employment relationship with us will be long term, either you or the Company may terminate this relationship at any time, for any reason, with or without cause or notice.

AMERICAN GUARD SERVICES



POLICY AND PROCEDURES INVOLVEMENT AND USE OF FORCE

UNIFORMED SERVICES

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Involvement

All security agents must keep in mind that they have a contractual obligation to provide service to AGS clients. Agents shall limit their involvement to AGS client related incidents only, and their primary responsibility is to **observe** and **report**. The only exception is in the event the Security Officer observes an assault likely to lead to grave bodily injury or death to our client or themselves. For public occurrences that do not involve an assault likely to result in death or great bodily injury, the Security Officer's actions must be limited to observe and reporting the incident to the appropriate law enforcement agency.

The Security Officer shall carefully assess the risk involved in providing security services and shall not jeopardize their safety or the safety of others. All Security Officers will always call for assistance deemed necessary to protect the safety and property of the AGS client. If possible, the Security Officer will not involve themselves in dangerous situations nor shall they attempt dangerous arrests without first calling and waiting for assistance.

Use of Force

The Use of Force may only be used to repel an unlawful attack against you, a client, or other innocent person or to overcome the unlawful resistance or threat of resistance while making a lawful Private Person's arrest in accordance with **California penal code 837**.

The Use of Force by an AGS Security Officer must always be reasonable and must cease once the resistance has been overcome. Any suspect who unlawfully uses force or violence upon the person of an AGS Security Officer should be arrested for the committed crime.

Levels of Force – Pyramid of Escalation

These are 6 levels of force recognized by AGS.

- 1. The professional presence of a uniformed security officer.
- 2. The use of verbal commands.
- 3. The use of empty-handed arrest/control techniques.
- 4. The use of aerosol weapons, when authorized.
- 5. The use of an impact weapon, when authorized.
- 6. The use of deadly force and/or a firearm, when authorized.

Refer to AGS situational **"Use of Force Continuum**" for an expanded explanation of available force options based on objective reasonableness and the totality of the situation during the incident.

Officers shall use the least amount of force necessary to safely overcome an assault or to make a lawful Private Person's arrest in accordance with **California penal code 837**.

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POLICY AND PROCEDURES

USE OF FORCE

USE OF FORCE CONTINUUM SITUATIONAL USE OF FORCE THE SECURITY OFFICER'S DECISION MEETS THE OBJECTIVE REASONABLE STANDARD AND IS BASED UPON THE TOTALITY OF THE CIRCUMSTANCES. **USE OF FORCE MODEL** Threshold Resistant (Active) Compliance Techniques Risk Perception Categories Officer Response Categories Subject Action Categories **EFFECTIVE DATE SUPERSEDES ISSUED BY** PAGE SEPTEMBER 27, 2015 AGS ALL OTHER POLICIES 2 of 11

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Security Presence - No force is used. Considered the best way to resolve a situation

Security Officers must be aware that the mere presence of an armed uniformed security officer may cause others to believe they are under arrest.

To detain a subject in any way, for any length of time against their will is considered an arrest. No person will be made to feel by words or actions that they are not free to leave unless a criminal offense has been committed and an arrest is imminent.

Verbalization – Force is not-physical

Security Officers shall not make any disparaging remarks to individuals or engage in verbal arguments. In all field contacts, the Security Officers shall display a sincere, friendly, and helpful manner to minimize client complaints and the possibility of an unlawful detention.

Empty-Hand Control – Security Officer use bodily force to gain control of a situation

Security Officers shall not touch or make any threatening motions to individuals unless making a lawful arrest. Neck control holds designed to cut off blood/oxygen flow are strictly forbidden to restrain a subject.

Less-Lethal Methods – Security Officer use less-lethal technologies to gain control of a situation

Suspects shall only have aerosol weapons applied to repel an unlawful attack on an AGS Security Officer, client, or other innocent person. Suspects who are sprayed with an aerosol weapon shall be arrested. Drawing the aerosol weapon for protection without its actual use may not require an arrest.

All suspects who are sprayed with an aerosol weapon shall be decontaminated when it is safe to do so. The AGS Dispatch Center must be notified for any use of an aerosol weapon as soon as practical after application. In addition, Security Officer utilizing aerosol (pepper) spray must complete an AGS Use of Force Report and applicable Incident Report.

AGS

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Use of an Impact Weapon

Impact weapons shall only be used to repel an unlawful attack on an AGS Security Officer, client, and/or an innocent person when other levels of force have no effect or are inappropriate.

Even after the baton has been drawn, security officers should continue giving verbal commands when appropriate to control the situation.

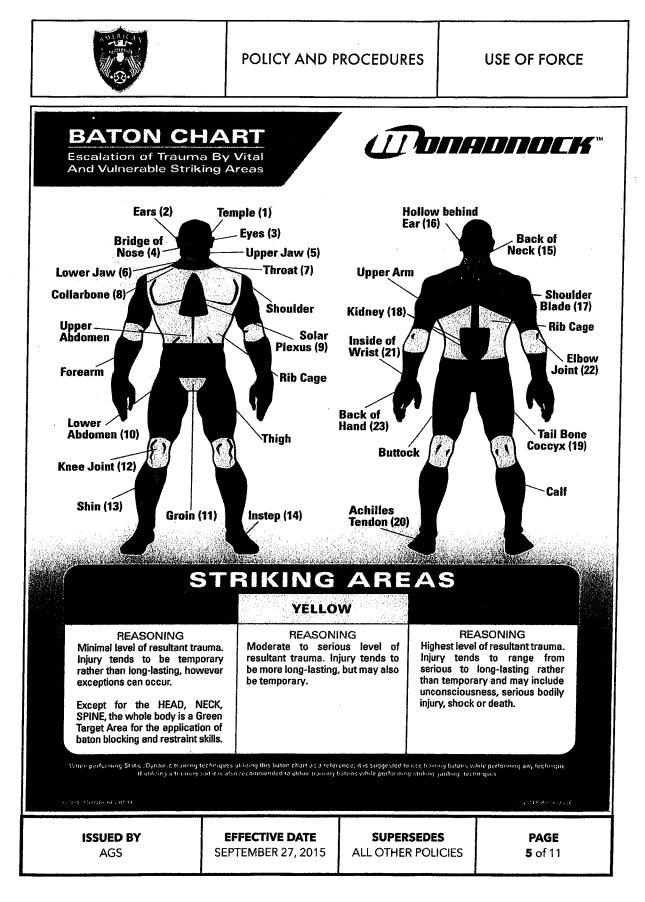
Justification for use: As the suspect's actions vary, security officers must constantly reevaluate the situation and escalate or deescalate the amount of force used. The following chart illustrates possible conditions where officers are justified to use their baton.

CONDITION	JUSTIFICATION FOR USE OF BATON			
Size of the suspect compared with the size of the officer	Officers reasonably believe they cannot overcome the resistance of assault or gain compliance of the suspect by using lesser levels of force.			
Suspect exhibits a trained fighting skill	Stance or action of the suspect leads officers to believe they cannot overcome the assault or gain compliance of the suspect by use of weaponless control tactics.			
Multiple suspects	Officer is faced with several unarmed suspects who are threatening and capable of carrying out the threat, or who make an overt act to carry out the threat.			
Control needed due to tactical considerations	Officer is involved in a crowd control or riot situation (to move, separate, disperse, or deny access).			
	Officer is attacked by suspect who is armed (to disarm, distract, or disable the suspect).			

Possible General Target Areas: When using the baton, the security officer's primary goal is to obtain compliance and control of the suspect and the situation. Target areas on a suspect's person should be selected carefully to avoid areas that may either be ineffective or present the danger of causing more extreme injury than was intended.

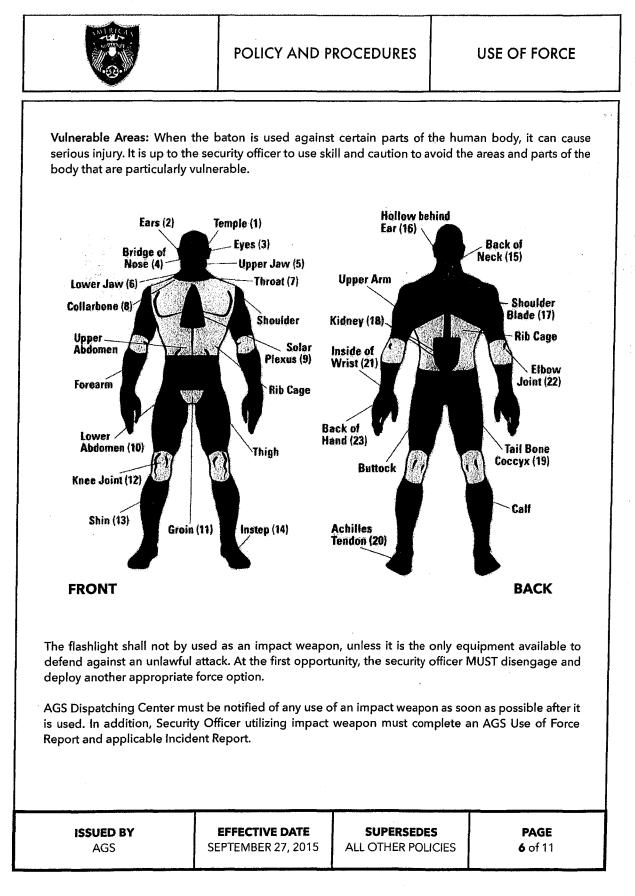
Possible target areas include:

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Use of Deadly Force or Firearm

Two of the following three elements shall exist before drawing a firearm: when a suspect has the **ABILITY**, the **OPPORTUNITY**, and/or the **INTENT** to initiate an attempt to use deadly force against an AGS Security Officer, client, or innocent person.

There are only two circumstances where discharging a firearm will be justified;

- 1. To defend against deadly force directed at oneself or
- 2. To defend against deadly force directed at another.

The threat of deadly force must be clear to any reasonable person. Fear alone, without supporting evidence, will not justify the use of deadly force or a firearm. A clear imminent threat shall include:

- 1. The ability to kill or inflict great bodily injury,
- 2. The opportunity to use the weapon, and
- 3. The intent to kill or inflict great bodily injury.

NOTE: Great bodily injury shall include severe tissue damage, broken bones, major disfigurement, permanent paralysis, or impairment that could lead to the death of the victim.

When deadly force is justified, any force option to protect life is appropriate. This may be, but not limited to, the use of impact weapons directed to the "Red Zones" or an edged weapon.

The Security Officer utilizing Deadly Force or a Firearm immediately report the incident to the AGS Dispatch Center; Field Supervisor; Operations Manager; Director of Operations; VP Operations; Sr. Vice President and the Risk Manager immediately. In addition, Security Officers must complete an AGS Use of Force Report and applicable Incident Report.

A weapon may never be removed from it holster to intimidate or scare someone. In addition, warning shots are strictly forbidden at any time, and any violation of the aforementioned is grounds for immediate termination.

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Reporting Use of Force

All use of force and arrest activities requires a written Incident Report to be submitted before going off duty. Any situation requiring the use of an aerosol or impact weapon and/or the use of the firearm is considered a use of force. An arrest is required as well as an Incident Report.

An arrest report must incorporate the elements of the crime committed and the acts observed by the Officer.

Drawing the firearm when there is no suspect or circumstance that would cause an average Security Officer to believe that there is no suspect exists may result in termination.

Any removal of the firearm from the holster once it has been loaded and placed there for duty until such time as it is unloaded at the end of the shift or when directed to do so by a Supervisor, must be followed by an Incident Report directed to the Director of Operations.

A full written report shall be submitted from the Director of Operations to the VP Operations by the end of the shift and to the State Department of Consumer Affairs, Bureau of Security and Investigative Services, on the state approved form, within seven (7) days of any of the incidents listed below:

Any discharge of a firearm, other than at the range, must be followed by a full written report within one (1) hour after the discharge of the firearm. This report must be handed directly to a Supervisor, who will notify the Director of Operations immediately in person or by telephone no matter the time of day or night.

Any physical altercation that results in any of the following:

- 1. Arrest of the AGS Security Officer.
- 2. The filing of a police report by a member of the public.
- 3. Injury to a member of the public that requires medical attention.
- 4. The discharge, suspension, or reprimand of an AGS Security Officer by the company.

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Security Officer involved in a Discharge of Firearm

AGS because of its unique position in the security industry and in the public must be sensitive to the publicity that a use of force incident may cause. This is especially true when it comes to the use of the Officer's firearm. Therefore, all incidents must be carefully investigated and handled in a responsible manner in an attempt to mitigate any criticism that might arise from our customers and the public. Officers must be aware of this fact and should understand that actions following an incident of deadly force are taken to protect the reputation and image of both the Officer and the Company.

- 1. The police department shall be notified and dispatched.
- 2. The Operations Manager and/or Director of Operations shall respond to the scene.
- 3.⁻ The Director of Operations or VP Operations shall be notified immediately.

If there are injuries to an Officer or another party as a result of the shooting, the Director of Operations or VP Operations and Risk Manager shall respond to the scene.

If there are no injuries or property damage, it is up to the Director of Operations whether or not to respond.

The Director of Operations is responsible for notifying the Risk Manager; VP Operations and the Sr. Vice President immediately in the event of any injuries. If there are no injuries, all must be notified in writing within 24 hours of the discharge.

Protect the scene of the shooting until the police arrive.

All reports and logs detailing the incident are to be completed and approved prior to any involved parties being relieved from duty.

Following review of all documents and reports, it is AGS policy to cooperate with investigating law enforcement agencies. This communication can be implemented at the level designated by management. The Risk Manager; Director of Operations or VP Operations and Sr. Vice President shall be notified of any press contacts. All statements to the media/press shall be coordinated through the Sr. Vice President.

Immediately following the completion of their reports and investigative inquiries, the Officer(s) involved in the incident will be placed on administrative leave until all investigations are complete and/or until the situation has been internally and externally closed by management.

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Security Officer or Citizen Killed or Seriously Injured

- 1. A Field Supervisor will be dispatched immediately to the scene;
- 2. The Director of Operations or VP Operations & Risk Manager shall be notified as soon as possible and shall respond to the scene;
- 3. The Director of Operations or VP Operations shall notify the Sr. Vice President and relate as many details of the incident as soon as possible.
- 4. If necessary, the Sr. Vice President will respond to the scene of the incident.

Every effort must be made to protect the scene of the occurrence until the police arrive. AGS Dispatch must verify that the police have been notified.

All reports and logs pertaining to the incident are to be protected and given to the Director of Operations or VP Operations prior to any involved parties being relieved from duty. They in turn will turn all reports and documents to the Risk Manager.

Security Officer involved in a (physical) Altercation

Should a Security Officer become involved in an altercation of any type, a Field Supervisor is to be sent to the scene. If the altercation is serious, the Director of Operations or VP Operations is to also be notified.

When a Security Officer is injured due to an altercation, applicable procedures in accordance with on duty injuries must adhered to AGS company policy and the Risk Manager must be notified.

All altercation must be investigated by an Operations Manager, and the Security Officer should be removed from security duties or suspended pending the outcome of the investigation.

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Acknowledgement of Use of Force Policy/Training

I, the undersigned, have read, understand and agree to abide by American Guard Services, Inc. Involvement and Use of Force dated September 27, 2015. I understand that my failure to do so may result in administrative action, to include suspension or termination of employment

By my signature, I affirm I have received and/or have been given an opportunity to review the involvement and Use of Force policy.

Employee Name (Please Print)

Date

Employee Signature

AGS Representative Name (Please Print)

Date

AGS Representative Signature

			
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SEXUAL HARASSMENT

A MANAGER'S GUIDE FOR PREVENTION AND INTERVENTION

MANAGER HANDOUT

Presented By: Charles Russell (SBN 233912)

*In Compliance with California Government Code section 12950.1

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4. GENDER IDENTITY/EXPRESSION DEFINING TERMS

DISCRIMINATION

5. PREVENTION

PERFORMANCE-BASED, CONDUCT-FOCUSED ETHICAL CULTURE OF RESPECT AND DIGNITY DATING POLICY BYSTANDER INTERVENTION DIRECT AND INDIRECT ACTION - the "5 Ds"

6. RESPONDING TO HARASSMENT AND DISCRIMINATION

REPORT INTERIM MEASURES

7. COMPLAINT PROCESS OPEN DOOR INVESTIGATION NO RETALIATION

8. COMMON WRONG CONCLUSIONS

CAM #19-0380 Exhibit 3 Page 117 of 140 Prevention of Discrimination and Harassment

1.0 OVERVIEW

1.1 The Company is committed to providing a work environment free of discrimination and unlawful harassment. Company policy prohibits sexual harassment and harassment based on pregnancy, childbirth or related medical conditions, race, religious creed, color, gender, national origin or ancestry, physical or mental disability, medical condition, marital status, registered domestic partner status, age, sexual orientation or any other basis protected by federal, state or local law or ordinance or regulation. All such harassment is unlawful.

1.2 The Company will also seek to protect employees from harassment by nonemployees in the workplace.

1.3 Retaliation against individuals for opposing unlawful acts of discrimination is prohibited.

2.0 WHAT IS DISCRIMINATION AND HARASSMENT?

2.1 Discrimination against persons based on such factors as race, sex, color, ethnic or national origin, religion, age, ancestry, disability and pregnancy, is illegal by federal law. In addition, many states have additional laws protecting persons in certain classes. For example, it is illegal to discriminate against a person on the basis of sexual orientation or marital status in the state of California.

2.2 Discrimination is treating a person different than others based on one of the factors listed above. It is not illegal to differentiate performance among employees. It is illegal to differentiate based on the factors that are listed in 2.1.

2.3 Harassment is behavior or actions that cause a person in a protected class to feel that the workplace is hostile or offensive. Preventing and addressing Harassment in the workplace is provided at the least on an annual basis.

- Examples of harassment include:
 - Derogatory comments;
 - Offensive jokes;
 - Unwelcome physical contact;
 - Persistently annoying conduct that interferes with an employee's work performance or creates a hostile work environment.
- 2.4 Sexual harassment is a specific type of harassment defined as:
 - Unwelcome sexual advances;
 - Requests for sexual favors; and
 - Other verbal or physical conduct of a sexual nature when:
 - Submission to such conduct is either explicitly or implicitly made term or condition of an individual's employment,
 - Submission to or rejection of such conduct is used as the basis for employment decision concerning an individual, or

July 2010380 Exhibit 3 Page 118 of 140 2.6 Employees who believe that they have experienced discrimination or harassment are asked to call their Branch Manager's manager immediately.

3.0 COMPLAINT PROCEDURES

3.1 Managers must report any observation of discriminatory or harassing behavior or complaints received by employees of the same. The report must be made immediately to their manager and to Human Resources. Failure to report complaints or observations may lead to disciplinary action, up to and including termination of employment. Also, the observation or complaint should not be discussed with anyone other than the Branch Manager's manager, Human Resources or the Company's legal counsel unless the Branch Manager's manager gives express approval to do so.

3.2 Retaliation against any person registering a complaint or participating in an investigation is strictly prohibited.

3.3 Supervisors will refer all harassment complaints to Human Resources, an investigative officer and/or the President of the Company. The Company will immediately undertake an effective, thorough and objective investigation of the harassment allegations.

3.4 Once the investigation has been completed, a decision will be made as to whether there is reason to believe that discrimination or harassment exists. If discrimination or harassment exists, disciplinary action will occur, or possible discharge. The investigator may also recommend immediate remedial training on the prevention of discrimination and harassment.

3.5 The Company accepts no liability for harassment of one employee by another employee. The individual who makes unwelcome advances, threatens or in any way harasses another employee is personally liable for such actions and their consequences. The Company will not provide legal, financial or any other assistance to an individual accused of harassment if a legal complaint is filed.

4.0 TRAINING REQUIREMENTS

4.1 Managers and supervisors are required to read and thoroughly understand the Company's policies against discrimination and harassment. They are to discuss the policies with the employees on a minimum of a quarterly basis.

4.2 Newly hired supervisors and people promoted into supervisory positions must receive training within 6 months of assuming their supervisory position.

4.3 Call your manager if you have questions about prohibited discrimination.

4.0 EMPLOYEE RECOGNITION

4.1 Site Managers are encouraged to recognize the achievements of assigned staff, whether for time on the job or customer compliments. Non-cash gifts of less than \$25 in value are considered as minimal by the Internal Revenue Service and, therefore, are not reportable as taxable income to the employee. The Internal Revenue Service considers any amount of cash, or gifts with a value of greater than \$25, as reportable income. Site Managers are, therefore, encouraged to keep gifts, if possible, on a non-cash and nominal basis. Reportable income must be reported to the Payroll Department to ensure proper tax accounting.

4.2 All recognition must be given with fairness in mind. Because of budgetary issues and the impact on other sites, recognition awards requiring the expenditure of funds by the site require the approval of the site manager's manager.

5.0 DATING OR FRATERNIZATION POLICY

Company employees may date, develop friendships and relationships both inside and outside of the workplace as long as the relationships do not negatively impact work. Any relationship that interferes with the company culture of teamwork, the harmonious work environment or the productivity of employees, will be addressed by applying the progressive discipline policy.

Adverse workplace behavior or behavior that affects the workplace that arises because of personal relationships will not be tolerated.

The exception to this policy relates to managers and supervisors. Anyone employed in a managerial or supervisory role needs to heed the fact that personal relationships with employees who report to him or her may be perceived as favoritism, misuse of authority, or potentially, sexual harassment.

Even if no improper conduct occurs, the relationship may cause gossip, hard feelings, dissatisfaction, and distraction among other employees in the workplace. The relationship may appear to other employees as an inappropriate use of position power.

Additionally, any fraternization with any employee who reports to the manager or whose terms and conditions of employment such as pay raises, promotions, and advancement are potentially affected by the manager, is prohibited. The fraternization that is prohibited by this policy includes dating, romantic involvement, and sexual relations.

A manager or supervisor who dates or becomes romantically involved with an employee creates a serious problem for the company. Dating an employee, even when the employee is not in a reporting relationship, and extramarital affairs, create serious consequences for the company.

Complaints and Investigations

1.0 OPEN DOOR POLICY

1.1 The Company requires managers to observe an "open door" policy, wherein employees are encouraged to talk with their manager and/or supervisor about any issue of concern. If the employee is hesitant to speak with their manager, they are to be encouraged to talk with the manager's manager. The Company wants its employees to know that it will help to resolve their employment-related concerns.

1.2 When an employee brings a situation to a manager's attention, it should be viewed as an opportunity to resolve issues before they escalate, rather than as a threat against a manager's authority. We wish to foster effective employee communications as much as possible. Therefore the Company prohibits retaliation against any employee utilizing the "chain of command" in pursuit of resolution of a complaint or concern. (A "chain of command" is the ascending list of managers, leading up to the Chief Executive Officer. For example, your manager, your manager's manager and that manager's manager are considered as ascending links in the chain of command.)

2.0 INVESTIGATIONS

2.1 When an issue is brought to the Company's attention, either by the employee directly, through observation, or through another employee, the manager must gather as much factual information as possible to assist her in understanding the situation. Investigation of the situation is required before taking actions, such as disciplinary measures.

2.2 During an investigation, managers will talk with the employee(s) involved with the matter, potential witnesses and others who may have knowledge that can shed light on the situation.

2.3 For example, if an employee does not arrive at work as scheduled, the manager should make an attempt to call the employee's contact number. So as to not worry the employee's relatives unnecessarily, call and ask to speak with the employee. If the person who answers states that the employee is at work, thank the caller and hang up. Should the employee arrive at work late, ask the employee about the reason for the delay.

2.4 Managers keep their managers up to date on all ongoing investigations.

2.5 If the site manager is one of the person(s) who may be accused of wrongdoing, the site manager is to immediately refer the matter to his or her manager. That manager, or a designee, will assume responsibility for the investigation.

2.6 Any issues involving serious violations of Company policy such as harassment or discrimination must be immediately referred to Human Resources.

1.0 MISSION STATEMENT

Our Vision is to be recognized by our client and the industry as the most professional, most ethical, and highest quality security company.

Our Corporate Mission is to achieve our vision, we are committed to the following principles:

- We will always go the extra mile in dealing with people, whether they are members of the public, customers, our supervisors or employees. We will endeavor to obtain management consensus on important issues, especially those that affect our customers and employees.
- We are committed to listening and responding to the needs of our employees and supervisors.
- We will set a new standard in the industry, one of uncompromising quality as a way of life; which is achieved by individuals and as a team.

2.0 EXPECTATIONS

2.1 Company has a reputation for ethical conduct, sound business practices and great customer service. With that in mind, the Company requires that its employees, especially its supervisory staff, to adhere to a code of conduct.

2.2 The code of conduct is to be followed not only to the letter, but also in the spirit in which it is intended. Managers are to avoid giving the appearance of inappropriate actions.

2.3 If you have a question about a situation, discuss the matter with the site manager's manager. He / she will be able to provide additional guidance on Company standards of conduct.

2.4 Generally, if you are uncomfortable with an action that you are contemplating, you will want to discuss it with your manager before you act.

2.5 If your manager asks you to take an action that you feel is inappropriate, talk to the manager's manager. Remember, the Company prohibits retaliation against an employee who is utilizing the chain of command in the pursuit of a legitimate concern. Refer to the Chapter on Handling Employee Complaints and Concerns, for more information on this topic.

3.0 CODE OF CONDUCT

3.1 Policies, practices and procedures that are discussed throughout this manual are a part of the code of conduct. In addition, as a trusted member of the staff, you are expected to:

• Adhere to the policies, practices and procedures discussed in this manual and otherwise communicated to you;

- Giving false information or making false statements concerning matters pertaining to ones duties, the company fellow employees, or supervisors.
- Missing a shift without calling in advance ("no call/no show"). Minimum 8 hours notice is required when possible.
- A felony or misdemeanor conviction after employment.
- Willful neglect or refusal to perform ones duties, incompetence, dishonesty, or insubordination.
- Willfully making a false statement to the company with the intent to deceive.
- Intimidating or interfering with the rights of others.
- Discourtesy.
- Failure to wear proper attire at all times.
- Spreading of false reports detrimental to harmonious relationship between officers, managers, supervisors and clients.
- Misrepresentation or falsification of an employment application.
- Unsatisfactory work performance or loafing on the job.
- Unexcused or excessive absenteeism or tardiness.
- Gambling in any form while on work location or in uniform.
- Officers shall not open the drawers of any desk, cabinet, or other furniture or remove or rearrange any papers on any desk at a location to which they are assigned; nor shall they permit any unauthorized individual(s) to do the above. An exception is if you are given direct orders from a supervisor granting such permission, or if an emergency situation occurs.
- Misuse of client's telephones or equipment.
- Obtaining employment based upon false or misleading information or falsifying information in or making material omissions in any documents or records, including but not limited to, time sheets or security reports.
- Malicious or willful destruction or damage to company or client property supplies, or the property of another employee, a customer or visitor or a client.
- Theft or inappropriate removal of company property, personal property other than items belonging to the individual in question or a client property.
- Possessing any unauthorized weapon, simulated weapon and any hazardous or dangerous devices on company or client property at anytime, unless prior authorization has been received in writing from a company manager of the Company.
- No visitors are allowed while on post

6.0 DISCIPLINARY ACTIONS

Unacceptable behavior which does not lead to immediate dismissal may be dealt with in the following manner:

- Verbal Warning
- Written Warning
- Suspension
- Dismissal



Purpose and Goal

American Guard Services, Inc., is committed to protecting the safety, health and well being of all employees and other individuals in our workplace. We recognize that alcohol abuse and drug use pose a significant threat to our goals. We have established a drug-free workplace program that balances our respect for individuals with the need to maintain an alcohol and drug-free environment.

- This policy recognizes that employee involvement with alcohol, tobacco and other drugs can be very disruptive, adversely affect the quality of work and performance of employees, pose serious health risks to users and others, and have a negative impact on productivity and morale.
- This organization has no intention of interfering with the private lives of its employees unless involvement with alcohol, tobacco and other drugs off the job affects job performance or public safety.
- As a condition of employment, this organization requires that employees adhere to a strict policy regarding the use and possession of drugs, tobacco and alcohol.
- This organization encourages employees to voluntarily seek help with drug tobacco and alcohol problems.

Covered Workers

Any individual who conducts business for the organization, is applying for a position or is conducting business on the organization's property is covered by our drug-free workplace policy. Our policy includes, but is not limited to executive management, managers, supervisors, full-time employees, part-time employees, off-site employees, contractors and applicants.

Applicability

Our drug-free workplace policy is intended to apply whenever anyone is representing or conducting business for the organization. Therefore, this policy applies during all working hours, whenever conducting business or representing the organization, while on call, paid standby, while on organization property and at company-sponsored events.

Prohibited Behavior

It is a violation of our drug-free workplace policy to use, possess, sell, trade, and/or offer for sale alcohol, illegal drugs or intoxicants.

Notification of Convictions

Any employee who is convicted of a criminal drug violation in the workplace must notify the

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organization in writing within five calendar days of the conviction. The organization will take appropriate action within 30 days of notification. Federal contracting agencies will be notified when appropriate.

Searches

Entering the organization's property constitutes consent to searches and inspections. If an individual is suspected of violating the drug-free workplace policy, he or she may be asked to submit to a search or inspection at any time. Searches can be conducted of lockers, desks and work stations and vehicles and equipment.

Drug Testing

To ensure the accuracy and fairness of our testing program, all testing should be conducted according to DHHS/SAMHSA guidelines where applicable and may include a screening test; a confirmation test; the opportunity for a split sample; review by a Medical Review Officer, including the opportunity for employees who test positive to provide a legitimate medical explanation, such as a physician's prescription, for the positive result; and a documented chain of custody.

All drug-testing information will be maintained in separate confidential records.

Each employee, as a condition of employment, will be required to participate in pre-employment, pre duty, post-accident, reasonable suspicion, return-to-duty and follow-up testing upon selection or request of management.

The substances that will be tested for are amphetamines, cannabinoids, cocaine, opiates, phencyclidine (PCP) and alcohol

Testing for the presence of alcohol will be conducted by analysis of breath, saliva and blood. Testing for the presence of the metabolites of drugs will be conducted by the analysis of urine, blood and hair.

Any employee who tests positive will be immediately removed from duty and terminated immediately.

An employee will be subject to the same consequences of a positive test if he/she refuses the screening or the test, adulterates or dilutes the specimen, substitutes the specimen with that from another person or sends an imposter, will not sign the required forms or refuses to cooperate in the testing process in such a way that prevents completion of the test.

Consequences

One of the goals of our drug-free workplace program is to encourage employees to voluntarily seek help with alcohol and/or drug problems. If, however, an individual violates the policy, the consequences are serious.

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In the case of applicants, if he or she violates the drug-free workplace policy, the offer of employment can be withdrawn. The applicant may not reapply.

If an employee violates the policy, he or she will be terminated from employment.

<u>Assistance</u>

American Guard Services, Inc. recognizes that alcohol and drug abuse and addiction are treatable illnesses. We also realize that early intervention and support improve the success of rehabilitation. To support our employees, our drug-free workplace policy:

- Encourages employees to seek help if they are concerned that they or their family members may have a drug and/or alcohol problem.
- Encourages employees to utilize the services of qualified professionals in the community to assess the seriousness of suspected drug or alcohol problems and identify appropriate sources of help.
- Allows the use of accrued paid leave when provided by the company, while seeking treatment for alcohol and other drug problems.

Treatment for alcoholism and/or other drug use disorders may be covered by the employee benefit plan. However, the ultimate financial responsibility for recommended treatment belongs to the employee.

Confidentiality

All information received by the organization through the drug-free workplace program is confidential communication. Access to this information is limited to those who have a legitimate need to know in compliance with relevant laws and management policies.

Shared Responsibility

A safe and productive drug-free workplace is achieved through cooperation and shared responsibility. Both employees and management have important roles to play.

All employees are required to not report to work or be subject to duty while their ability to perform job duties is impaired due to on or off duty use of alcohol or other drugs.

In addition, employees are encouraged to:

- Be concerned about working in a safe environment.
- Support fellow workers in seeking help.

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• Report dangerous behavior to their supervisor.

It is the supervisor's responsibility to:

- Inform employees of the drug-free workplace policy.
- Observe employee performance.
- Investigate reports of dangerous practices.
- Document negative changes and problems in performance.
- Counsel employees as to expected performance improvement.
- Clearly state consequences of policy violations.

Communication

Communicating our drug-free workplace policy to both supervisors and employees is critical to our success. To ensure all employees are aware of their role in supporting our drug-free workplace program:

- All employees will receive a written copy of the policy.
- The policy will be reviewed in orientation sessions with new employees.

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American Guard Services, Inc.

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SQMPIC MITC Schedule Schedule by Job

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Schedules for: 02/10/19 to 02/16/19

ployee	Name			Start	End	Dpt					
Work Date	Day Of Week	Post Comments	Shift	Time	Time	Hours	Pay Rate	Dpt	Sale	з Туре	
7306											
Supervisor:		Division:				Manager: C	ALIFORNIA			Bdgt Hrs:	18.00
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02/10/19	Sunday		3	10:00pm	04:00am	6.00		500	003	UNARMED	
02/15/19	Friday		3	10:00pm	04:00am	6.00		500	003	UNARMED	
02/16/19	Saturday		3	10:00pm	04:00am	6.00		500	003	UNARMED	
Employee Total							18.00				
Job 7306	Total						18.00				
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Schedules for: 02/10/19 to 02/16/19

Sample

MITC Scheduler Schedule by Job

Page 1

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Supervisor:		Division:				Manager: C	ALIFORNIA			Bdgt Hrs:	42.00
JC-5170	CASH, J	EREMIAH J				500	California			-	
02/13/19	Wednesday		3	10:00pm	04:00am	6.00		500	003	UNARMED	
02/14/19	Thursday		3	10:00pm	04:00am	6.00		500	003	UNARMED	
Employee Total							12.00				
RW-9285	WILIAM	IS, ROBBIE JAMAL				500	California				
02/11/19	Monday		3	10:00pm	04:00am	6.00		500	003	UNARMED	
02/12/19	Tuesday		3	10:00pm	04:00am	6.00		500	003	UNARMED	
Employee Total							12.00				
TD-1993	DOUVER	R, TRACY				500	California				
02/10/19	Sunday		3	10:00pm	04:00am	6.00		500	003	UNARMED	
02/15/19	Friday		3	10:00pm	04:00am	6.00	· .	500	003	UNARMED	
02/16/19	Saturday		3	10:00pm	04:00am	6.00		500	003	UNARMED	
Employee Total							18.00				
Job 7300	Total						42.00				
Report Total						·	42.00				

End of Report Query

CAM #19-0380 Exhibit 3 Page 130 of 140

12 Ca P.	nerican Guard Services, 99 E Artesia Blvd, Suite rson CA 90746 310-645-6200 310-645-6233			VITY REPORT
	· · · · · · · · · · · · · · · · · · ·		DAY SWI SHIFT SHIF	NG GRAVEYARD FT SHIFT
			SHIFT START TIME	DATE DATE
NAME	F-DUTY S/O		NAME	
	MENT CUSTODY		EMPLOYEE #	ON-DUTY S/O
FACILITY KEYS PATROL CLOCK HAND- HELD RADI FLASHLIGHT	0	}	SIGNATURE	
CALL-IN LOG TIME S/O CALLED INITIALS	TIME TIME ROUND ROUND STARTED ENDED	PAT s/o INTIALS	IF KEY STATION MI	

REVERSE SIDE RECORD ALL SIGNIFICANT EVENTS

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DAILY ACTIVITIES

RECORD ALL ACTIVITIES SUCH AS:

- ALL DUTIES AS REQUIRED BY POST ORDERS

- EQUIPMENT/PACKAGES/FURNITURE REMOVED OR BROUGHT IN

- AUTOMOBILES OR TRUCKS ENTERING OR LEAVING PROPERTY

- VISITORS OR REPAIRMENT OR EMPLOYEES NOT NORMALLY ON PROPERTY

ALSO, LOG EVENT AND PREPARE INCIDENT REPORT IF THERE IS ANY:

- FIRE – POLICE ACTION – MEDICAL INCIDENT – TRESPASSER – COMPANY SECURITY VIOLATION - INJURY TO PERSON – PROPERTY DAMAGE

TIME	EVENT DESCRIPTION	IF INCIDENT REPORT	INITIAL
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AMERICAN GUARD SERVICES, INC.

ชียกสาย 2 ตกรรมแอง ยันชตุมเปล

INCIDENT REPORT

IR#

Incident Day/Date	100 100 100 100 100 100 100 100 100 100						Incident Tim	e (24 hi	·s.)		
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Location of Incident	· ·					·					
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Suspect] Victin		/itness		Guest		Em Em	ployee			
Name (Last, First, Middle)										-	<u> </u>
DOB		.]	Race	Se	x	Age	W	eight		Height	
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Home Phone	-	*****			Alt. Pl	ione			İ		*****
ID Document / #	1				State/(Country	7	<u> </u>			~
Employee's Shift starte	dat (inji	ry report only)	1		Dept.	T		Title			
Guest Room #	<u></u>	CI/CO Dat	e			1 T	Function/Eve				
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Suspect] Victim	W	itness		Guest			ployee			
Name (Last, First, Middle)					-	0.000000000000000000000000000000000000		CARANTE SCIENCE & LONG			
DOB		F	lace	Sez	K		Age	Dept.			
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Home Phone					Alt. Ph	one					
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Diagram Intoxication		Illegal Sul Firearm	ostance	<u>s</u>			s called e on Property		5 List ollow-up 1	nooded	
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Reporting Officer	Serial	#			

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AMERICAN GUARD SERVICES, INC P.O. BOX 840267 DALLAS, TX 75284-0267

Invoice Number:

Invoice Date:

Page:

Voice: Fax:

Invoice

SERVICE LOCATION

		Payment Terms				
Shipping Method	Ship Date	Due Date				
	Shipping Method	Shipping Method Ship Date				

Quantity	Item	Description	Unit Price	Extension

Subtotal

Sales Tax Total Invoice Amount Payment/Credit Applied TOTAL

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Sample Travel Log

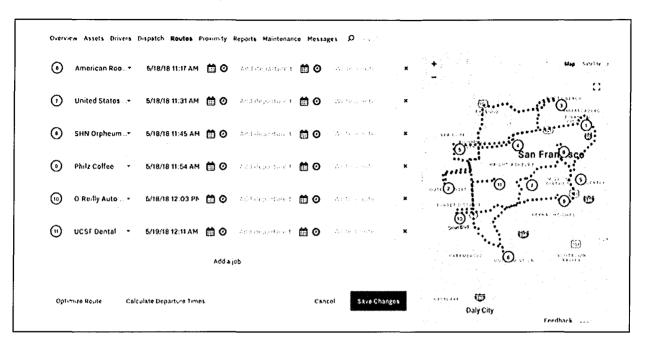
AGS strives to be a paperless company, foregoing the use of physical reports/forms/logs whenever a superior electronic alternative is available. Electronic forms streamline documentation processes, reduce overhead costs, and increase transparency.

For Travel Logs we use Samsara Fleet Management, which has tremendous utility in its tracking features. Samsara allows us to accurately and comprehensively record every aspect of a vehicle's patrol route, including start times, end times, total travel time, mileage, fuel consumed, route specifics, and even accidents. Samsara stores this information in a database accessible by AGS supervisors, managers, and compliance officers, as well as client stakeholders, for full transparency.

Please see the images below for client-side views of Samsara travel logs.

Environment	Flect Industrial	Alerts Settings Su	pport				
Ovorview Assots Driv	ors Dispatch Routes	Proximity Reports Mair	itonanco Mossagos Driv	vors (Admin) 👂 Search	۱.		
AP (793) Driving (12	Not Driving (666)						
NAME	DRIVING STATUS	CURRENT VEHICLE	CURRENT LOCATION	TIME LEFT IN CYCLE	TIME UNTIL BREAK	HOS VIOLATION STATUS	APP VERSION
GEORGE BURDELL	DRIVING.	<u>46942</u>	♀ Inca Road, 7.0 mi SSE Macomb, IL	<u>42:17</u>	<u>0:11</u>	• Near violation	1.2.1 (2996)
STANLEY FORD	DRIVING	<u>1187</u>	♀ 2.3 mi WNW Milan, IL	<u>43:20</u>	<u>0:10</u>	Near violation	1.2.1 (2996)
SHAUN WHITE	DRIVING	<u>197</u>	° 850 North, 8.2 mi SSW Frankfort, IN	<u>40:00</u>	<u>0:08</u>	Near violation	1.2.1 (2996)
SARA COLE	Convince.	206	♀ West Tipton Street (US 50;IN 11), Seymour, IN	<u>43:30</u>	<u>0:18</u>	• In violation	1.2.1 (2996)
STEVE ADOUR	A ORIVINO	<u>1599</u>	♀ South 5th Street, Manchester, IA	<u>37:14</u>	<u>0:07</u>	• In violation	1.2.1 (2758)
MIKE ANICO	ORIVINO	1202	o Sam's HQ	<u>41:05</u>	<u>0:08</u>		1.2.1 (2996)
CASEY MOORE	- IDRIVING N	<u>57213</u>	♀ Martin Luthor King Jr Parkway, Des Moines. IA	<u>30:05</u>	<u>0:00</u>		1.2.1 (2996)

Above: Client-side view of Samsara data/driver logs. Samsara offers improved HOS visibility which mitigates risk and is accessible by supervisors, compliance managers, and client stakeholders.



Above: Sample route-oriented view of Samsara driver logs illustrating specific vehicle routes through a graphical map interface; this sample image was taken from the official Samsara website and demonstrates our capabilities using this cutting-edge fleet management software.

	American Guard 1299 E Artesia I Carson CA 9074 P. 310-645-6200 F. 310-645-6233	3lvd, Suite 2 16		DAILY ACTIVITY REPORT BY SHIFT
	. <u> </u>			DAY SWING GRAVEYARD SHIFT SHIFT SHIFT
				SHIFT START TIME DATE
P031	OFF-DUTY S/C			SHIFT END TIME DATE
				NAME
E	QUIPMENT CU	STODY		ACCEPTED: ON-DUTY S/O
PATROL CL HAND- HELI FLASHLIGH	RADIO		}	
CALL-IN LOC TIME S/C CALLED INITIA	TIME	TIME	S/O	ROL ROUNDS LOG
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REVERSE SIDE RECORD ALL SIGNIFICANT EVENTS

CAM #19-0380 Exhibit 3 Page 138 of 140

DAILY ACTIVITIES

RECORD ALL ACTIVITIES SUCH AS:

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- FIRE -- POLICE ACTION -- MEDICAL INCIDENT -- TRESPASSER -- COMPANY SECURITY VIOLATION - INJURY TO PERSON -- PROPERTY DAMAGE

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CAM #19-0380 Exhibit 3 Page 139 of 140



AMERICAN GUARD SERVICES, INC.

YURIO & ANVENES CECCHILA

INCIDENT REPORT

IR#

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