

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

437



SUBMITTAL DATE:
December 28, 2011

FROM: Economic Development Agency

SUBJECT: Agreement for Event & Security Services for the Riverside County Fair & National Date Festival

RECOMMENDED MOTION:

1. Approve the agreement between the County of Riverside and Bower Events Inc. for security & event services during the Riverside County Fair & National Date Festival in the amount not to exceed \$267,336;
2. Authorize the Chairman of the Board of Supervisors to execute the attached agreement; and
3. Authorize the Assistant County Executive Officer/EDA or designee to administer the terms of the agreement, execute the two one year extensions and make any "non-substantive" changes to the agreement that may arise.

BACKGROUND: (Commences on Page 2)

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 89,112	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2011/12

COMPANION ITEM ON BOARD OF DIRECTORS AGENDA:

SOURCE OF FUNDS: Riverside County Fair & National Date Festival	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE

BY:
Jennifer L. Sargent

County Executive Office Signature

FOR: APPROVED COUNTY COUNSEL DATE: 12/22/11
 BY: NEAL R. KIPNS
 FISCAL PROCEDURES APPROVED
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER
 BY: Samuel Wong 12/22/11
 SAMUEL WONG
 Departmental Concurrence

Dept't Recomm.: Consent Policy Policy
 Per Exec. Ofc.: Consent Policy Policy

Prev. Agn. Ref.: _____ District: 4 Agenda Number: 3.30

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

BACKGROUND:

The Riverside County Fair & National Date Festival issued a competitive Request for Qualifications (RFQ) on September 21, 2011, for event & security services. The RFQ was designed to provide the fair with the opportunity to select a firm with the highest quality services at the most competitive price.

The RFQ solicited proposals for a one year contract for 2012, with the option to extend the contract for two one-year periods for the years 2013 and 2014. The bid evaluation criteria for event & security services included 30 points for past experience and previous performance, 20 points for personnel, 20 points for references, 30 points for form submittal for a possible 100 points total. Eight security companies responded and Bower Events Inc. was deemed most responsive in accordance with the RFQ.

The attached agreement between the County of Riverside and Bower Events Inc. was prepared for an amount not to exceed \$267,336 over three years, established the following payment schedule:

Fiscal Year 2011/2012	\$89,111.89
Fiscal Year 2012/2013	\$89,111.89
Fiscal Year 2013/2014	<u>\$89,111.89</u>
Total	\$267,335.67

The contractor will provide security & event services throughout the fairgrounds.

The attached agreement has been approved as to form by County Counsel, and staff recommends approval.

Attachments:

Service Agreement S2012-48

RIVERSIDE COUNTY FAIR AND NATIONAL DATE FESTIVAL
SERVICES AGREEMENT

This Agreement is made and entered into the 6TH day of Dec, 2011 by and between the County of Riverside ("COUNTY") and **Bower Events Inc. ("CONTRACTOR")**. The **parties agree as follows: Contractor agrees to provide Event & Security Services at the 2012 Riverside County Fair & National Date Festival as specified in proposal, with an option to extend the contract for two (2) one year extensions for year(s) 2013, and 2014.**

1. Documents Made Part of This Agreement: This Agreement is comprised of the following documents: This Agreement and **Exhibit A- Proposal**.

2. Services To Be Provided: A. CONTRACTOR shall provide all services and fulfill all other requirements as specified in this Agreement. CONTRACTOR has the expertise, special skills, knowledge and experience to fully perform these services and requirements in a professional manner.

B. The time for provision of services by CONTRACTOR shall be; February 17 through February 26, 2012, with two one year options to extend for 2013, and 2014. CONTRACTOR shall immediately commence performance of services upon notification from COUNTY, and shall perform such services throughout the term of this Agreement in a diligent, timely and prompt manner.

C. Provision of additional services beyond those stated in this Agreement shall require a written amendment to this Agreement signed by authorized representatives of both parties.

3. Compensation: COUNTY shall pay CONTRACTOR for all services performed in accordance with the payment terms. Unless otherwise stated in this agreement, CONTRACTOR shall be responsible for all costs and expenses associated with performance or compliance with the terms of this Agreement. **A total consideration of eighty nine thousand one hundred eleven dollars and eighty-nine cents (\$89,111.89) payable on Sunday, February 26, 2012 by County Warrant.**

2013- Eighty nine thousand one hundred eleven dollars and eighty-nine cents (\$89,111.89) payable on Sunday, February 24, 2013 by County Warrant.

2014- Eighty nine thousand one hundred eleven dollars and eighty-nine cents (\$89,111.89) payable on Sunday, February 23, 2014 by County Warrant.

County and/ or Contractor has the right to terminate subsequent year(s) contract (s) with a ninety (90) day notice.

4. County Representative: The following COUNTY representative shall be the contact for CONTRACTOR with regard to the services to be provided pursuant to this Agreement:

Name: **Daryl Shippy**

Title: **Fair Manager**

5. Compliance with Laws; Licensing: CONTRACTOR shall comply with all applicable laws, rules and regulations related to performance of this Agreement, including but not limited to all applicable fair employment, civil rights, access, health and safety laws, rules and regulations. CONTRACTOR represents and warrants that it has all licenses, permits and qualifications as are legally or professionally required to perform the services stated in this Agreement. CONTRACTOR shall comply with all applicable COUNTY policies, procedures, rules and regulations.

6. Termination: A. This Agreement may be terminated by COUNTY for any reason (with or without cause) upon giving **30** days written notice to CONTRACTOR.

B. COUNTY may terminate this Agreement immediately when any of the following occurs: (1) COUNTY determines that CONTRACTOR's activities are resulting in or may result in discredit to COUNTY; (2) CONTRACTOR has acted dishonestly; (3) CONTRACTOR is unwilling or unable for any reason to properly perform; or (4) CONTRACTOR has breached a material provision of this Agreement.

C. After receipt of a notice of termination from COUNTY, CONTRACTOR shall:

(1) stop all work under this Agreement on the date specified in the notice of termination; (2) deliver to COUNTY any equipment, materials, data, reports or other work which, if the Agreement had been continued, would have been required to be furnished to COUNTY by CONTRACTOR; and (3) take any additional actions which may be reasonably

requested by COUNTY. Following termination, COUNTY shall make payment to CONTRACTOR for all services which have been properly rendered up to the date of termination. No other payments shall be due to CONTRACTOR upon termination. In the event of termination, COUNTY may proceed with the work in any manner it deems to be proper and in the best interest of COUNTY.

D. If for any reason the Fair is not held on the planned dates, this Agreement shall be considered to be terminated, and COUNTY shall not be liable to CONTRACTOR for any further payments (other than payments for services which have already been properly rendered). This shall apply regardless of the cause of why the Fair is not held on the planned dates. This shall also apply if the Fair is interrupted or delayed, in part or in full.

E. This section shall not limit any other legal rights the COUNTY may have against CONTRACTOR.

7. Independent Contractor: A. CONTRACTOR is acting as an independent contractor, and no relationship of employer-employee exists between CONTRACTOR (including its employees, agents or representatives) and COUNTY. CONTRACTOR assumes full and exclusive responsibility for its acts and the acts of its employees, agents and subcontractors related in any way to this Agreement. CONTRACTOR (including its employees, agents or representatives) shall not be entitled to any benefits payable to employees of COUNTY, including but not limited to workers' compensation, retirement, leave or other similar benefits. CONTRACTOR assumes full responsibility for payments of all federal, State and local taxes or other contributions imposed or required under social security, workers' compensation, income tax, disability, unemployment, retirement or similar laws or regulations, related to CONTRACTOR, its employees, agents or representatives. CONTRACTOR shall indemnify COUNTY against any and all claims that may be made against COUNTY based upon a contention by any person or entity that an employer-employee relationship exists by reason of this Agreement, including but not limited to any federal, State or other payments which COUNTY may be required to make related to such a claim. CONTRACTOR shall immediately reimburse COUNTY for any payments which COUNTY may be required to make related to any such claim.

B. CONTRACTOR and its agents, servants, employees, subcontractors or other representatives shall not act and shall not in any manner be construed to be agents, officers, or employees of COUNTY; shall not in any manner incur or have the power to incur any debt, obligation or liability against or on behalf of COUNTY; and shall in no way represent themselves to be officers, employees or agents of COUNTY. COUNTY shall not in any way be liable for any debts, acts, obligations or other liabilities or actions of CONTRACTOR, its agents, servants, employees, subcontractors or other representatives.

8. Insurance: A. Prior to the start of performance, or at an earlier date as may be requested by COUNTY, CONTRACTOR shall provide to COUNTY original insurance certificates which evidence the following coverages from companies licensed to issue such insurance in the State of California:

- (a) Workers' compensation insurance as required by the laws of the State of California;
- (b) Commercial general liability insurance, on an occurrence basis, with limits not less than \$1,000,000 combined single limit per occurrence (for injury, death, property damage or other occurrence);
- (c) For contracts involving use of vehicles (automobiles, trucks or other vehicles), commercial automobile liability insurance, on an occurrence basis, with limits of not less than \$1,000,000 combined single limit per occurrence (for injury, death, property damage or other occurrence); and
- (d) Any other insurance required by law or the State of California for this type of activity or event.

B. The insurance certificates must also include the following:

- (a) The dates of inception and expiration of the insurance;
- (b) A statement that the following are listed as additional insureds: The County of Riverside; the Riverside County Fair and National Date Festival; the Riverside County Economic Development Agency; and the officers, employees, servants and agents of these entities;
- (c) A statement that the insurance cannot be cancelled or reduced without 30 days prior written notice to COUNTY; and
- (d) A statement that the certificate holder shall be: County of Riverside, Riverside County Fair and National Date Festival, 82-503 Hwy 111, Indio, California 92201.

9. Indemnification: CONTRACTOR shall indemnify and hold harmless COUNTY, including its officers, employees and agents, from any and all liabilities, claims, debts, damages, demands, or actions of whatever kind or nature (including, but not by way of limitation, wrongful death, bodily injury, property damage, and legal representation and expenses) arising out of or in any manner connected with CONTRACTOR's performance related to this Agreement.

10. Right to Audit or Monitor; Records; Ownership of Documents: A. COUNTY shall have the right to audit and monitor the activities or procedures of CONTRACTOR. CONTRACTOR shall maintain accurate records related to the activities

performed by CONTRACTOR pursuant to this Agreement. COUNTY may at any time audit any of CONTRACTOR's records related to activities performed by CONTRACTOR pursuant to this Agreement.

B. All documents, reports and materials prepared by CONTRACTOR pursuant to this Agreement shall become the property of the COUNTY. Upon termination of this Agreement or completion of services, CONTRACTOR shall furnish to COUNTY all documents, reports and materials (including any uncompleted reports or unfinished work).

11. Governing Law; Jurisdiction: This Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court for the State of California located in Riverside County, California.

12. Miscellaneous: A. CONTRACTOR shall not subcontract with any third party for furnishing any of the services described in this Agreement without the prior written approval of COUNTY.

B. CONTRACTOR shall not assign any interest in or part of this Agreement without the prior written consent of COUNTY.

C. CONTRACTOR shall ensure that there shall be no discrimination against or segregation of any person, or group of persons, on account of disability, sex, marital status, race, religion, color, creed, national origin, or ancestry in performing the services specified in this Agreement.

D. Any waiver by COUNTY of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent breach of the same or of any other term hereof. Failure on the part of COUNTY to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms of this Agreement or estopping COUNTY from enforcement of such terms.

E. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of the Agreement will continue in full force without being impaired or invalidated in any way.

F. This agreement is intended by the parties as the final, complete and exclusive statement of their understanding with respect to the subject matter of this Agreement, and supercedes any and all prior or contemporaneous oral or written understandings or statements. This Agreement may be changed or modified only pursuant to a written document signed by the authorized representatives of both parties.

Bower Events Inc. ("CONTRACTOR")

By:  Dated: 12/06/2011
Name and title: **Bower Events Inc.**
William Richard Bower, President
P.O. Box 13133
Palm Desert, CA 92255
Phone: 760-834-2662

COUNTY OF RIVERSIDE

By: _____ Dated: _____
Name and title: **John Tavaglione**
Chairman, Board of Supervisors

FORM APPROVED COUNTY COUNSEL
BY:  DATE: 12/6/11
NEAL R. KIPNIS DATE

EXHIBIT A

BOWER EVENTS

Proposal for Security Services for Riverside County Fair and National Date Festival

“Submission of this proposal signifies that all the terms, conditions, requirements, protest procedures, performance measures and instructions concerning the award of the Contract for Sec & Event Services RFQ to which this proposal responds, have been read and understood. Further, in signing this letter, as the authorized representative of the submitting firm, it is expressly agreed by the proposer that failure to have provided accurate and truthful information in this proposal or any deviation from any requirement or performance measure stated in the RFQ shall constitute grounds for rejection of this proposal. And further, proposer agrees that if the submitted proposal is not in the format of the RFQ, proposer’s proposal will be deemed non-responsive.”


William Richard Bower

10/25/2011
10/25/11

FINANCIAL PROPOSAL FORM
CONTRACT SECURITY & EVENT SERVICES
(PLEASE SUBMIT TWO ORIGINAL COPIES)

I HEREBY SUBMIT THE FOLLOWING BID FOR CONTRACT SECURITY & EVENT SERVICES ON THE GROUNDS OF THE RIVERSIDE COUNTY FAIR AND NATIONAL DATE FESTIVAL FOR A ONE (1) YEAR PERIOD 2012 AND TWO (2) ONE-YEAR OPTIONS FOR 2013, AND 2014.

2012 1 st – YEAR CONTRACT	\$ <u>89,111.89</u>
2013 2 nd – YEAR CONTRACT	\$ <u>89,111.89</u>
2014 3 rd – YEAR CONTRACT	\$ <u>89,111.89</u>
TOTAL BID	\$ <u>267,335.67</u>

All proposers must fill in the following information and sign this form in order for the "Financial Proposal Bid Form" to be considered.

Bower Events Inc.
FIRM NAME

760-834-2662
PHONE NUMBER

P.O. Box 13133
ADDRESS

Palm Desert, 92255
CITY/ZIP CODE

27-3516584
TAXPAYER ID NUMBER

Proposer certifies to that proposer has thoroughly familiarized self with the Riverside County Fair facilities and accepts all reasonable disclosed risks in submitting this proposal that a prudent review of the facility would have revealed.

By its signature on this proposal form, the proposer certifies that he/she has read and understood the RFQ package including the information regarding bid protests. Further, proposer certifies that the information provided by the proposer is accurate, true and correct, and not intended to mislead the Riverside County Fair in any manner.


SIGNATURE

President
TITLE

PAST EXPERIENCE AND PREVIOUS PERFORMANCE

Qualifications

Bower Events Inc. is a state licensed provider of contract security services. PPO# 16526 was granted to Bower Events Inc. upon its formation in February of 2010.

The team at Bower Events Inc. has been providing major event operations, security management and consulting, event personnel and staff management to major events since 1989. We have existed in various corporate forms from the beginning while evolving into the events based operation we are now, Bower Events Inc. Bower Events has been the Coachella Valley's mainstay in the event security business since 1993.

Philosophy

Bower Events endeavors to be the best service provider a client has ever encountered. We under promise and over deliver, we say what we will do and then do what we said we would do. Doing the job right the first time is a standard and second attempts to get the job done right are not an acceptable option. Our performance record is second to none and speaks for itself. Our expertise is supported by years of real world experience, our reputation is supported by satisfied clients and an organization built on integrity and professional performance.

Attitude

We understand our client's need to provide excellent service to the end-line client or consumer while presenting a friendly and professional image. To this end Bower Events dispatches its personnel on a talent-to-task method, ensuring your event has the proper professional personnel to be successful. Our proactive attitude and integrity remain at the core of our business philosophy.

Interest

At Bower Events the old saying "the client is always right" still rings true. This is one of our core values in that we put your needs first and see ourselves as a team-member of yours who has as a goal, the success of the whole operation and event. We work hand in hand with all our clients. We are committed to working in complete cooperation with the Riverside County Fair and National Date Festival staff and management.

Integrity

We take Integrity personally and from a corporate standpoint it means that as a team we approach each and every person, client and event with the utmost in sincerity, honesty and integrity. We are transparent in our operations and our customer service is unmatched by the competition. Our professional relationships and longevity are a testament to our integrity.

PREVIOUS PERFORMANCE

FAIRS AND FESTIVALS & MAJOR EVENTS

Riverside County Fair and National Date Festival – Indio, CA

Our last contract with the fair was from 2005 through 2008. During this time we had a positive relationship with the fair staff, management and security director. Bower provided access control, parking lot security, magnetometer screening, beer garden security and internal security including special events. We still retain the majority of the management staff that started working at the Riverside County Fair and National Date Festival in the mid 1990's providing security for the special events, concerts and rodeos during the fair.

Staffing levels of approximately 65 security officers per shift.

Manager: John Opheim, CPP (will return unless client requests otherwise)

Norco Valley Fair – Norco, CA

We provided security services for the first time this August after being sought out because of recommendations by law enforcement after a poor performance by the prior security company. Bower provided all perimeter access control, Parking lot patrols, beer garden control and internal security.

Staffing levels of approximately 30 security officers per shift.

World Ag Expo – Tulare, CA

Our Contract with the World Ag Expo started in 2004 and ended in March of 2008 by Bower when we decided that it was no longer cost effective to run an operation in the central valley. Bower provided access control, parking lot security, RV Lot security; access control to areas alcohol was distributed and internal security.

Staffing levels of approximately 80 security officers per shift.

Coachella Music and Art Festival – Indio, CA

Our initial contract ran from 2003 to 2008. In **2011** we were asked back and once again became the one and only Coachella Valley security firm contracted by Goldenvoice/AEG to provide security services for the Coachella/Big 4/Stagecoach festivals. We will continue to be so for 2012 and in additional years per contract renewal. Bower provided access control, beer garden security and internal VIP area security. Bower also provided 100% of the pre-event and post-event security coverage and staff. Staffing levels of approximately 130 security officers per shift.

BNP PARIBAS OPEN ATP/WTA Tennis Tournament - Indian Wells, CA

From 1989 to the present Bower has been and continues to be the only security firm involved in the management, development and implementation of security for the single largest event in the desert. Bower provided security plan development, perimeter and interior access control, parking lot security and internal Player/VIP area security. We also provided all pre-event and post-event security coverage and staff.

Staffing levels of approximately 135 security officers per shift.

CURRENT MAJOR EVENTS

BNP PARIBAS OPEN (1989 – present)

ATP/WTA Tennis Tournament - Indian Well, CA

HUMANA CHALLENGE (former BOB HOPE CLASSIC) (2001 – present)

PGA Golf Tournament - La Quinta, CA

LEGG MASON TENNIS CLASSIC (2002 – present)

ATP Tennis Tournament - Washington DC

Citi OPEN Tennis Tournament (2011 – present)

WTA Tennis Tournament – College Park, Maryland

COACHELLA MUSIC FESTIVAL (2003 – 2008/2011-present)
3-Day Music Festival - Indio, CA

SHARK SHOOT OUT (2006 – present)
PGA Golf Tournament - Naples, FL

FARMERS CLASSIC (2002 – present)
ATP Tennis Tournament - Los Angeles, CA

STAGECOACH FESTIVAL (2003 – 2008/2011)
Country Music Festival - Indio, CA

MAYAKOBA GOLF CLASSIC (2006 – present)
Golf Tournament – Playa del Carmen, Mexico

INDIAN WELLS ART FESTIVAL (2003 – present)
Art Festival - Indian Wells, CA

ZOO JAM – COUNTRY FESTIVAL (2011-present)
Country Music Festival – Little Rock, AR

SUNSET STRIP MUSIC FESTIVAL (2011-present)
Sunset Strip, Hollywood, CA

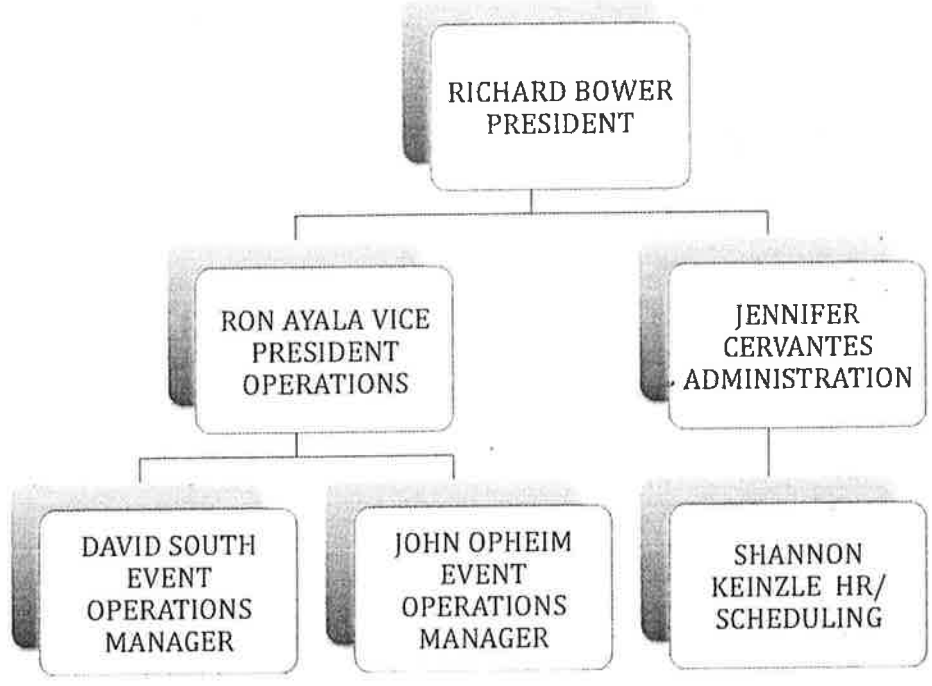
MAKE MUSIC PASADENA FESTIVAL (2011-present)
Old Town And Various Locations Within Pasadena, CA

SOUTHWEST ART FESTIVAL (2009 – present)

Empire Polo Club, Indio, CA

NORCO VALLEY FAIR (2011-present)

Riverside County Fairgrounds, Norco, CA



KEY STAFF

William Richard Bower - President & CEO

As the Founder of Bower Events, Richard has responsibility for the vision, marketing and sales performance of the company. Prior to founding Bower Security, he held the position of President/CEO of William Bower Associates Inc., the predecessor of Bower Security based in Riverside County with operations from Southern California to the Central Valley with annual sales over 10 million. He comes from a background of Southern California law enforcement and private investigations throughout California as well as event security management nationwide.

Richard started his professional law enforcement and security career in 1984 with the Riverside County Sheriff's Department and has maintained a position in law enforcement, private investigation and executive management positions in the security industry for the last 28 years. In 1989 he first started at the Newsweek Champions Cup in Indian Wells, CA. The following year Richard was hired by Joann King, Special Events and Vendor Manager, as the Interim Director of Security for the Riverside Country Fairgrounds in Indio. He provided direction over the contract security companies hired to provide security staff and to interface directly with the clients as it related to security. Richard also continued serving the Newsweek Champions Cup throughout this time. Richard still serves as Security Director/Consultant for the second largest tennis tournament in the country, the BNP Paribas Open in Indian Wells as well as is the new Director of Security at the new Humana Challenge PGA Golf Tournament (formerly the Bob Hope Classic) and numerous other professional ATP/WTA Tennis events and PGA Golf events throughout the country

Richard has a Bachelor of Science degree in Business and Management from the University of Redlands and an Associates of Science in Administration of Justice. He is also a member of the American Society for Industrial Security (ASIS). Richard serves on several boards and participates in community services with a focus on youth and families.

28 years Law Enforcement / Security Industry

Ron Ayala - Vice President of Operations

Ron Ayala is the Vice President of Operations. He has more than 35 years experience in Law Enforcement and the Special Event Security industry. Ron is a security consultant who provides on-site security and coordination and supervision for most of the company's major sporting and cultural events, such as PGA golf tournaments, ATP and WTA Tennis tournaments, festivals, music concerts and art festivals. Ron brings years of experience and knowledge in dealing with ethnic street gangs to sound recording pirates to international terrorists, which enables him to enhance the Bower Events reputation as a national resource specializing in major sporting and cultural events both domestically and internationally.

38 years Law Enforcement/Security Management

John Opheim CPP – Event Security Manager

John has more than 35 years of administrative law enforcement and security management experience. A former head of public safety in the University of California system and a Certified Protection Professional by ASIS, John Opheim is a proven administrator and manager. John Opheim was our site manager the last three years of our service to the Riverside County Fair and National Date Festival and continues as an event security manager for Bower at numerous events throughout the season in the Coachella Valley and beyond. John specializes in outdoor events.

35 Years Of Law Enforcement/Security Management

David South – Event Security Manager

David has been in the Law Enforcement and Security field for more than 35 years. He began his career as an Explore with the Los Angeles County Sheriff Department where he was exposed to routine police work as well as emergency situations. As a former Marine MP, David was selected to be part of the Presidential Support Team. He has brought his teaching and training skills to Bower Events for over 15 years. He is trained in and teaches First Aid, CPR and AED. David also teaches firearms, baton training as well as California Security Guard training. David has been an Event Manager with Bower Events for over 15 years.

35 Years Of Law Enforcement/Security Management

Jennifer Cervantes – Administration

Jennifer first started in security industry in 1990; her first event was the Newsweek Champions Cup. She started off with William Bower Associates as an office assistant and moved her way up to HR. Jennifer left the valley in 2000, but stayed in the security industry, this time around in a different facet, Clark Security Products, a wholesale distributor of miscellaneous security devices. She started off as a credit rep, working her way up to the Executive Assistant for the entire Credit Department with over 13 locations throughout the United States. In 2007, Jennifer came back to the desert and to Bower Events Inc. She currently handles all of the HR, A/R and A/P aspects of the company.

20+ years of Security/HR/Management experience

Shannon Keinzle – Scheduling/HR

Shannon came to Bower Events in 2009, since then she has moved from receptionist to scheduler. In her 2 years with us she has scheduled our smaller 1-day events to our bigger events, CoachellaFest, Big 4 and Stagecoach.

Technical Resources

Bower Events has more than 1900 part time local employees as its major resource in the Coachella Valley.

Bower has the equipment necessary to fully uniform and equip more than 500 security officers for duty at any one time.

Handheld Magnetometers and Night Vision in stock in our office.

Bower has it's own onsite state licensed training academy.

Bower trains it's key personnel in the most advanced methods of nonintrusive screening, Predictive Profiling: Israel's method of behavioral screening.

All employees are trained in Crowd Control Methods: Crowd Management and Mitigation techniques.

All employees are trained in Customer Service: Key to patron enjoyment and relations.

Professional Associations/Memberships

ASIS International

CALI

National Center for Spectator Sports, Safety and Security

Bower Events Inc.

EMPLOYEE POLICY MANUAL

Vol. 10-8

March 8, 2010

77622 Country Club Dr., Suite P
Palm Desert, CA. 92211

(760) 834-2662

This manual is the property of Bower Events Inc. It is intended for internal use by authorized personnel only. Reproduction of any part of this manual is prohibited without the written consent of Bower Events Inc.

TABLE OF CONTENTS

COMPANY VISION	3
EMPLOYMENT	4
• Employment Classification & Status	
DISCIPLINE & TERMINATION	5
• Voluntary/Involuntary	
• Job Abandonment	
• Actions - Termination of Employment	6
• Disciplinary Policy	
• Driver's Accountability	7
• Attendance	
PROFESSIONAL EMPLOYEE APPEARANCE	8
WORKER'S COMP & MEDICAL INFORMATION	9
EMPLOYEE STANDARDS	10
• Arrests & Convictions	
• On Duty Meal Procedures	
• Drug Free Environment	
• Cell Phone Usage	
• Camera Phone Usage	11
• Prescription Drug Policy	
• Financial Accountability	
SAFETY & INJURY PREVENTION PROGRAM	11-12
PAYDAY NOTICE	12
LEAVES OF ABSENCE	13
• FMLA	
• Pregnancy	
• Medical	
• Personal	
• Military	
• Jury/Witness Duty	
• Bereavement	14
• Other	
SEXUAL HARRASSMENT	14-15
CONFIDENTIAL INFORMATION	16
PREVENTING WORKPLACE VIOLENCE	16
TERMS & CONDITIONS OF ARBITRATION	17-18
MEAL BREAK WAIVER- ON DUTY FORM	19
REVIEW & EMPLOYEE SIGNATURE	20

OUR VISION...OUR MISSION

We succeed only when we meet the needs and exceed the expectations of our clients. We set the highest standards of service with passion, integrity and quality. We strive for excellence in the people we employ and in the services we provide. We encourage diversity and empower our people to excel, utilizing their unique personality and cultural experiences. Our community is our family. Together we serve and respect our community and our family. As a company we lead with strength and honor. As your neighbor we stand alongside you in our endeavor to preserve our peace, our property and our way of life.

MESSAGE FROM THE PRESIDENT

I would like to welcome you to the BOWER EVENTS INC. team. We at BE INC. are interested in keeping all associates well informed and well trained. We feel that a well-informed and well-trained employee can be counted on to support the company and will help the company's future expansion.

It is our intent to provide some basic material to inform you of current policies and procedures to help ease your transition to our team. This manual is for use by employees not only as a basic guide, but also as a reference manual for any questions that might arise in the performance of your duties.

We will continually update and add to this manual to keep it as a useful tool. You will be issued these changes and are expected to keep them posted properly. It is your responsibility to maintain possession of this manual. You will be required to have this manual readily available when requested by your supervisor. It will also serve to answer some of your questions. Please take the time to read and familiarize yourself with the contents of the manual.

Again, I want to welcome you to our team and I am looking forward to working with you.

Sincerely,

William (Richard) Bower
President

EMPLOYMENT

EMPLOYMENT "AT-WILL" STATEMENT

Your employment with Bower Events Inc. is "at-will" and accordingly, may be terminated by you or Bower Events Inc. at any time, with or without cause and with or without prior notice.

EMPLOYMENT CLASSIFICATION AND STATUS

Probation Period: Your first 90 days of employment are considered a "probation" period. This "getting acquainted" or "probation period" gives your supervisor the opportunity to determine your ability to perform your job. It also provides you with the opportunity to decide if you are satisfied with the position and the Company. In some instances, Bower Events may extend the probation period if it is determined appropriate and in the best interest of the Company in its sole and absolute discretion to do so.

At the conclusion of your probation period, your continued employment at Bower Events, Inc. will be determined by your job performance, the needs of the business and your continued satisfaction with the job.

Part-Time Employee: A part time employee is one who is hired for an indefinite period, but who works less than a normal workweek of 32 hours per week.

Non-Exempt Employee: Employee who is covered by the overtime provisions of the Federal Fair Labor Standards Act (FFLSA) or any applicable state laws. Employees in this category are entitled to overtime pay.

Exempt Employee: Employees who are exempt from overtime provisions and who qualify as exempt such as executive, administrative, professional or outside salespersons.

Rehire Employee: Former employees who left the Company in good standing may be considered for re-employment. Employees who are rehired following a break in service in excess of 30 days, other than an approved leave of absence, are considered new employees from the date of re-employment.

Regular Employee: An at-will employee who is hired for an indefinite or unspecified period of time.

Temporary Employee: An at-will employee whose employment is for a specific purpose, project or designated period of time, which will generally be less than 6 months in tenure.

DISCIPLINE & TERMINATION

VOLUNTARY SEPARATION

A termination is considered voluntary when you elect to resign your employment with Bower Events Inc. Whenever possible, you are requested to submit, in writing, the reason for leaving and the anticipated date of termination.

If you are thinking of resigning, please talk it over with your supervisor and/or human resources representative before doing so. Sometimes we can suggest an alternative. If you do decide to leave, we would appreciate, but do not require, two weeks notice.

If you fail to report for work after three consecutive work days without contacting your supervisor, or fail to return from a leave of absence on the designated date, fail to provide appropriate medical verification of your need for FMLA or other leave, you will be considered to have voluntary termination your employment with Bower Events Inc.

INVOLUNTARY SEPARATION

These are certain times when it may become necessary to lay off employees as a result of changing business conditions. Examples of these conditions include but are not limited to:

- Reduction in work force
- Reorganization resulting in the elimination or modification of a position.
- Change in job function or technology which requires that the position be filled by an individual who possesses one or more skills, knowledge or abilities which, in management's opinion, the incumbent does not demonstrate the extent required.

When Bower Events Inc. concludes that a lay off or reduction in force is necessary or appropriate, the positions and/or employees to be eliminated will be selected in accordance with Bower Events Inc.'s judgment concerning such factors as need, performance, ability versatility, reliability and effort.

JOB ABANDONMENT

Employees will be considered to have abandoned their jobs if:

- They have 3 or more days of "no call, no show" and have not contacted the Human Resources Office to explain those absences.
- Bower Events Inc. is unable to reach the employee by phone for one week. The Human Resource Department will send a letter to the employee's last known address and if not responded to within one week, the employee will be considered to have abandoned their job.

The actions listed above will result in the voluntary termination of employment. Exceptions to this policy will be handled on a case-by-case basis

SEVERANCE PAY

As a matter of policy, Bower Events Inc. does not offer severance pay. However, this policy can be waived solely at the discretion of the company.

ACTIONS THAT MAY RESULT IN IMMEDIATE TERMINATION OF EMPLOYMENT

Certain conduct which is detrimental to other employees and/or the Company may warrant involuntary termination on the first occurrence.

Such offenses include, but are not limited, to the following:

1. Insubordination, derogatory behavior toward supervisory, management personnel or refusal of job assignment.
2. Breach of confidence, including misappropriation or unauthorized divulgence of confidential information.
3. Falsification of any Company record.
4. Theft, unauthorized taking or removal of Company property or the property of another person, client, or dishonesty.
5. Serious misconduct of any kind.
6. Deliberate damage to Company property.
7. Threatening or committing physical violence against another person or any other act of violence.
8. Completing a Company time record for another person, knowingly allowing someone else to fill out one's own time card or time sheet or falsification of time records.
9. Carrying a concealed weapon, explosives or other dangerous devices on Company or client premises without proper written authorization by Company management.
10. Conviction for or pleading guilty to any violation of any criminal statute or code, whether or not such a crime is committed against the Company or any of its employees when, in the Company's opinion, such conviction or guilty pleas is reasonably related to nature of the employee's work or jeopardize the Company's interest.
11. Participation in a business in direct competition with the Company.
12. Use of or being under the influence of alcohol, intoxicants, illegal drugs or controlled substances during work hours, on Company property or in Company vehicles.
13. The sale, purchase, attempted sale, attempted purchase, possession or transfer of intoxicants, illegal drugs or controlled substances during work hours or on Company property or in Company vehicles.
14. Willful or repeated violation of safety rules.
15. Participating in any relationship or activity that creates conflict, potential conflict of interest, discord or distractions that interfere with the productivity of the work place.
16. Failure to participate in a Company investigation.
17. Failure to provide appropriate documentation to support leave of absence.
18. Willful or repeated violation of any Company policy or policies.

DISCIPLINARY POLICY

Depending on the severity of the violation you could receive a verbal warning, a written warning, or up to a five (5) day suspension without pay (while the violation is being investigated), and the possibility of termination, with cause. To insure that proper communication has taken place, your supervisor will make a written report of any violation of company policy. Both you and your supervisor will sign the written report in which all the discussed details will be noted.

DRIVER'S ACCOUNTABILITY POLICY

To qualify as a Bower Events Inc. driver, you must have a valid drivers license, be 23 years of age or older (can be waived by the account manager), not have more than 2 tickets/traffic events in the last 12 months. No traffic warrants or pending charges for vehicle related incidents. All employees of Bower Events Inc., that drive any vehicles for the company, including but not limited to: automobiles and/or golf carts, may at the discretion of Mr. Bower, be held accountable for any damages to these vehicles while in the care of or being used by the employee. If you receive a traffic ticket while you are driving a BE or client vehicle, you are responsible for payment of that ticket. Failure to pay may result in deduction from your paycheck.

ATTENDANCE POLICY

An employee must call a minimum of four (4) hours prior to the start of their shift to receive an excused absence. Last minute call offs will be subject to a verbal warning the 1st time and a written warning each time following. Any employee whose record shows excessive absences will be subject to disciplinary action, up to and including possible termination. A no call no show will result in a written warning. Three (3) written warnings are grounds for possible termination. The day after you call off you must call the office by 10:00 a.m. to confirm whether or not you will be at work that day. For an illness requiring more than three (3) consecutive day's absence, the employee must present a doctor's note excusing them from work for that time period or a verbal warning will be issued. If this occurs more than once, it will result in further disciplinary action not to exclude possible termination. To call off for any shift, the employee must call for him/ or herself. If a relative or a friend calls for the employee it will be considered an unexcused absence, unless it is impossible for the employee to call due to hospitalization, then proof will be required.

Tardiness will also be grounds for disciplinary action, up to and including possible termination. If you are frequently tardy, you will receive a written warning. After three (3) written warnings for tardiness, possible termination may occur.

In the event of a qualified emergency you must call the office immediately for us to make the appropriate adjustments for your absence.

If you cannot work a scheduled shift and you want to swap with someone you may only do so with management's permission and approval. This must be requested and approved no later than 24 hours before the shift. Swapping shifts without approval will result in a written warning. If the practice continues, possible termination may occur.

Attendance will be tracked and excessive absences will result in possible termination. As an employee it is your responsibility to come to work when you are scheduled, and on time. Not complying with the company attendance policy will result in disciplinary action up to and including possible termination.

A PROFESSIONAL SECURITY OFFICER IS WELL GROOMED

Whenever you're in uniform, you are our ambassador. We try to fit you as well as possible in a uniform. If you gain or lose weight or if you feel your uniform doesn't fit properly or is showing some wear, bring it into the office, we'll exchange it.

FEMALE OFFICERS / EVENT STAFF

HAIR: Clean and combed, of course. Preferably shoulder length or shorter. If your hair is longer, pin it up so that if you're involved in an emergency situation it won't be in the way.

MAKEUP: Use makeup that is suited to you and is appropriate. In general, the less make up the better. A professional look is best.

UNIFORM SHIRT/POLO: Wear only the item you've been issued. If the collar is permitted to be open, unfasten only the top button. Modesty dictates our female officers wear a bra. It is always worn buttoned at the neck if a tie is required. If a tie is issued, it must be snug to the "V" of the collar. Return shirt(s) to office upon completion of assignment.

JEWELRY: Dangling earrings can be dangerous. If you wear earrings, choose small ones such as studs. Jewelry in the hair, other than a simple barrette to secure hair, is not appropriate with a uniform. Pins other than Bower Events Inc. authorized pins or brooches on the uniform are not appropriate and they can cause injury.

ACCESSORIES: You shouldn't carry a purse while on duty. If you bring one to work, put it someplace safe nearby while you are on duty.

MALE OFFICERS / EVENT STAFF

HAIR: Men's hair should not extend below the collar in back or below the top of the ears. In no case may it be so long you can't wear a cap or so long it sticks out wildly from beneath a cap. Sideburns should not extend below the bottom of the ear. Security officers are clean-shaven with no facial hair. If you have a moustache, keep it trimmed so it doesn't extend below the corners of your mouth.

TIE/JEWELRY: Wear a simple tie clasp or tack to keep your tie from getting in the way when you bend over. No earrings or jewelry that might be hazardous to your job are allowed.

UNIFORM SHIRT/POLO: Wear only the item you've been issued. If the collar is permitted to be open, unfasten only the top button. If a tie is issued, it must be snug to the "V" of the collar. Return shirt(s) to office upon completion of assignment.

ALL OFFICERS / EVENT STAFF

BELT: A black belt is worn with all types of uniforms. It may be any conventional style that serves to hold your pants up.

POCKETS: Do not overload your shirt or trouser pockets. It creates unsightly bulges and destroys the trim, efficient image you want to project.

SHOES: Select shoes for comfort and safety. Shoes must be black and have low heels (no higher than 1 inch). They should be in good condition and presentable at all times. Shoes with non-skid soles are preferred.

WORKERS COMPENSATION/ MEDICAL INFORMATION

All workers compensation claims must be reported to the Bower Events Inc. Office in Palm Desert, CA immediately.

Contact Jenna Cervantes, Administrator
760-834-2662

If the injury occurs during non business hours, call the Bower Events Inc. office at 760-834-2662, and the supervisor on duty will contact Jenna Cervantes.

Employees need authorization from the office to make a doctor's appointment for a work related accident or injury.

IF IT IS AN EMERGENCY, CALL 911.

If an employee is injured on the job (no matter how slight the injury), it must be reported immediately to you supervisor.

Supervisors will fill out all proper workers compensation forms as soon as possible, and give the completed forms to the human resource department to be filed.

The importance of these forms cannot be overstated. These forms when properly filled out are the primary source of information for our company and the insurance carrier in determining accident claims and corrective measures. Filling out these forms is **required by state law** and must be filled out immediately after each and every incident.

NOTIFY IMMEDIATELY

**BOWER EVENTS INC.
760-834-2662**

EMPLOYEE STANDARDS

EMPLOYEE ARRESTS AND CONVICTIONS

You are required to notify Bower Events Inc management within three (3) days of any arrest, regardless of whether you are incarcerated. Depending upon the details of situation, you may be placed on an unpaid suspension or leave of absence for the duration of the legal proceedings.

ON DUTY MEAL PERIOD PROCEDURES

It is the policy of Bower Events Inc to ensure all non-exempt employees are provided with meal and rest periods.

No employee shall work for a period of more than five (5) hours without an unpaid meal of at least 30 minutes. A 10-minute, paid rest period must be taken approximately halfway through any work period of 3 ½ hours or more.

When a work period of not more than six (6) hours will complete the day's work, the meal period may be waived by mutual consent of the employer and the employee.

Under no circumstances shall a meal period be missed without a valid and approved written waiver. Questions regarding meal period waivers may be directed to the Human Resources Director.

DRUG FREE WORKPLACE

As part of the goal of maintaining a safe work environment, BE has established a strong commitment to maintain a drug and alcohol free work force. The illegal manufacture, distribution, possession, use of narcotics, drugs or alcohol is strictly prohibited by all employees while on duty, in uniform, on company and/or client premises. Any illegal substances found in the workplace will be confiscated and turned over to the proper Law Enforcement Agency immediately.

The Bower Events Inc. program includes the following, in accordance with applicable state law:

- Post-offer drug screen
- Reasonable-cause drug test
- Post-injury/ accident drug test
- Random drug testing (where required by client contract and/ or state law)

CELL PHONE USAGE

All Bower Events Inc. employees driving BE's vehicle or a client vehicle, will pull over and come to a complete stop before talking or answering a radio or Nextel.

This is done for the safety and welfare of our employees and clients.

No personal cell phones may be used during working hours. The only exception is in the event of an extreme emergency. Failure to comply with company policy may result in a disciplinary action up to and including possible terminations.

PROHIBITING PERSONAL USE OF COMPANY PHONE

Employees who are provided a Company cell phone may use the phone for personal reasons only in case of emergency. Other personal use is prohibited.

PROHIBITED USE OF COMPANY CELL PHONE WHILE DRIVING

In the interest of the safety of our employees and other drivers, Bower Events Inc. employees are prohibited from using cell phones while driving on Company business and/or company time. If your job requires that you keep your cell phone turned on while you are driving, you must use a hands free device and safely pull off the road before conducting Company business. Under no circumstances should employees place phone calls while operating a motor vehicle while driving on Company business and/or Company time. *Violating this policy is a violation of law beginning July 1, 2008 and a violation of company rules.*

CAMERA PHONE USAGE

Camera phone usage while on duty is strictly prohibited. In all situations, they are prohibited in:

- Restrooms
- Changing rooms
- Locker rooms
- Break rooms
- Lunch rooms
- Areas designated as private, to include rooms used for women to express breast milk

PRESCRIPTION DRUG POLICY

NO Employee of Bower Events Inc., will distribute, give, loan, supply or prescribe any drug, over the counter or prescription, to any other employee. Violation of this company policy can result in discipline up to and including possible termination.

FINANCIAL RESPONSIBILITY

These policies include the responsible employee having a deduction from any final pay check, and said money signed over to Bower Events Inc. for any damages to Bower Events Inc. or client property, to include automobiles, golf carts, landscape, signage and/or property of the client(s). This document authorizes Bower Events Inc. to hold any and/or all monies due the employee for repayment of any damages by the employee.

SAFETY AND INJURY PREVENTION PROGRAM

California law requires that every California employer must establish, implement and maintain an effective injury and illness prevention program. The information in this section will help you understand our program. It will also outline your responsibilities in the area of accident prevention and safety awareness.

It is the policy of Bower Events Inc. to operate in a highly safety conscious manner for all phases of the company operations. At no time will any section of the company's activities be considered more important than another. Our goal is to promote injury and illness prevention awareness in all phases of our operations while preventing personal injury, property damage and the needless suffering and waste that necessarily follows such injury or damage.

SAFETY TRAINING

All employees will be instructed on how to properly and safely conduct their work. Initial general safety training may be obtained by reading this manual and by following initial training orientation. As an employee, you are subject to general and specific injury prevention and safety awareness during all stages of your employment. These stages include:

- Upon being hired.
- Upon being re-assigned.
- Upon introduction of new equipment and/or processes that involve new hazards.
- Whenever the employer is made aware of a new or a previously unrecognized hazard.

**AT NO TIME SHOULD ANY EMPLOYEE, UNDER ANY CIRCUMSTANCES, PERFORM
A TASK IN THAT THEY HAVE NOT BEEN TRAINED!!!!!!**

Bower Events Inc. has complied with CAL/OSHA general industry safety order #3203 by establishing a safety and injury prevention program

A detailed copy of the written program is available at the Following location:

**Bower Events Inc.
77-622 Country Club Drive, Suite P
Palm Desert, CA 92211**

PAY DAY NOTICE

The regular payday for the employees of Bower Events Inc. shall be as noted below. The only exception is when the payday falls on a holiday. In those instances, payday will be the day proceeding the holiday.

Payday: Every other Friday
Time: 11:00 a.m. to 5:00 p.m.
Place: 77-622 Country Club Dr., Suite #P
Palm Desert, CA, 92211

Employees having questions on their paychecks should contact their immediate manager or the payroll department.

Due to payroll processing requirements, all time cards must be turned in to the office every Friday. Failure to do so may result in a delay of the employee's paycheck, by as much as having to wait until the following payroll.

All hourly employees are required to complete an accurate record of actual time worked. In order for you to receive timely and accurate paychecks, you must properly complete your own time sheet. Any misrepresentation or omission of time is against company policy and the employee will be subject to disciplinary action, up to and including possible termination of employment.

FMLA LEAVES OF ABSENCE

Bower Events Inc. complies with the provisions of the federal family and medical leave act (FMLA). You may be entitled to a leave of absence in accordance with the provisions of FMLA as follows:

- Employee eligibility: the FMLA defines eligible employees as individuals who: 1) have worked for the company for at least 12 months; 2) have worked for the company for at least 1250 hours in the previous 12 months; 3) work at or report to a worksite with 50 or more employees or one which is within 75 miles of worksites that, taken together, have a total of 50 or more employees.

If you require time away from work and believe you may qualify for FMLA, you must notify the human resources representative, and receive written approval.

PREGNANCY LEAVE

Bower Events, Inc. complies with all relevant state and federal laws in granting medical leaves of absence to pregnant employees when disabled due to pregnancy.

MEDICAL LEAVE

Based on current business conditions and operational needs, Bower Events Inc. may grant up to 30 days' unpaid leave of absence for employees who are not FMLA eligible. A doctor's certification will be required validating the need for time off for treatment of a medical condition.

PERSONAL LEAVES OF ABSENCE

Bower Events Inc. may grant a leave of absence for justifiable reasons for periods not to exceed 30 consecutive calendar days for employees who have had at least 12 months of continuous service.

MILITARY LEAVE

Bower Events Inc. will comply with applicable laws regarding military leave of absence and returning veteran's re-employment rights.

JURY AND WITNESS DUTY

A leave of absence resulting from jury duty or testifying as a subpoenaed witness will be granted in accordance with federal, state and local laws. You will be granted an unpaid leave of absence for this purpose, provided a notice is presented to Human Resources. When practical, you should continue to report to work on days when you do not report for jury duty. It is the employee's responsibility to return to work immediately following the expiration of jury duty or witness duty. If the employee is required to testify as a witness in a Bower Events Inc. related case, or on behalf of a Bower Events Inc. client, the employee will receive appropriate wage for the period of time required by the legal proceeding.

BEREAVEMENT LEAVE

Generally, up to three (3) consecutively scheduled workdays may be granted without pay unless specified by client contract, following the death of an immediate family member to arrange for and/ or attend the funeral. Additional time may be requested with the approval of Senior Management. You may be requested to provide necessary documentation.

For the purpose of this policy, “immediate family members” are defined as:

- Mother/ Father—to include in-law, Step and Foster Parents
- Brother/ Sister—to include in-law and Step relations
- Grandparent and Grandchildren
- Child—to include Step and Foster child(ren)
- Legal Guardian
- Spouse

OTHER TIME OFF

Bower Events Inc. understands that you may occasionally need time off from work to address personal matters. Unless otherwise required by law, requests for time off work will be evaluated according to business necessity, scheduling needs and management discretion. The company will comply with its legal obligations by providing you time off, where necessary, to vote, to perform emergency duty as a volunteer firefighter, to appear at your child’s school pursuant to the request of the school or to attend an adult literacy education program. Time off that is provided by this policy will ordinarily be unpaid except where the law requires that it be compensated.

SEXUAL HARRASMENT

Sexual harassment is prohibited by this company and is against the law. It is impossible to define every action or all words that could be interpreted as sexual harassment. The examples listed under the state definition of sexual harassment are not meant to be a complete list of objectionable behavior.

WHAT IS SEXUAL HARASSMENT?

Although many people think of sexual harassment as involving a male boss and a female employee, not all sexual harassment is done by males. Sexual harassment often involves co-workers, other employees of the company or other persons doing business with or for the company. It is against the law for females to sexually harass males or other females, and for males to harass other males or females.

FEDERAL LAW

Under federal law, unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature constitute sexual harassment when:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual’s employment.
2. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual.
3. Such conduct has the purpose or effect of unreasonably interfering with an individual’s work performance or creating an intimidating, hostile or offensive working environment.

PROTECTION AGAINST RETALIATION

Company policy and the law forbid retaliation against any employee who opposes sexual harassment, files a complaint, testifies, assists or participates in any manner in an investigation, proceeding or hearing conducted by the department of fair employment and housing or the equal employment and opportunity commission. Prohibited retaliation includes but is not limited to:

- Demotion/suspension without pay.
- Failure to hire or consider to hire.
- Failure to give equal consideration in making employment decisions.
- Failure to make impartial employment recommendations.
- Adversely affecting working conditions or otherwise.
- Denying any employment benefit to an individual.

SOME STATE LAWS DEFINE SEXUAL HARASSMENT AS:

1. Verbal harassment-epithets or derogatory comments. **Example:** name calling, belittling, sexually explicit or degrading words to describe an individual. Sexually explicit jokes or comments about an employee's anatomy and/ or dress. Sexually oriented practices, use of patronizing terms or remark, verbal abuse and/or graphic verbal commentaries about the body.

2. Physical harassment-assault, impending or blocking movement or any physical interference with normal work or movement when directed at an individual.

Example: touching, pinching, patting, grabbing, brushing against or poking another employee's body, hazing or irritation that involves a sexual component, requiring an employee to wear sexually suggestive clothing.

3. Visual harassment-derogatory posters, cartoons or drawings.

4. Sexual favors-unwanted, sexual advances that condition an employment benefit upon an exchange of sexual favors.

Example: continued requests for dates, any threat of demotion, termination, etc. If requested sexual favors are not given, making or threatening reprisals after a negative response to sexual advances, propositioning an individual.

IF SEXUAL HARASSMENT OCCURS

1. When possible, confront the harasser and persuade him/her to stop. The harasser may not realize the advances or behaviors are offensive. When it is appropriate and sensible, you may want to tell the harasser the behaviors or advances are unwelcome and must stop. Sometimes a simple confrontation will end the situation.

2. To report sexual harassment, contact your immediate supervisor, field supervisor or contact the BE Office and speak to Human Resources. You may report such activities even though you are not the target of the harassment.

3. An investigation will be conducted and appropriate action taken. The company will investigate, in confidence, all reported incidents of sexual harassment and retaliation.

HARASSMENT POLICY ADDITION

Company policy does not prohibit all consensual relationships between employees. **However,** this policy **does prohibit** romantic or sexual relationships that create conflicts of interest; potential charges of sexual harassment, discord, and distractions that interfere with workplace productivity or where supervision, safety, security, or morale may exist. Any questions relating to consensual relationships should be directed to your human resource department.

CONFIDENTIAL INFORMATION:

Bower Events Inc. trade secrets, proprietary information and other internal information represent valuable assets. Protection of this information plays a vital role in Bower Events Inc.'s, ability to remain a viable business competitor. As a matter of law, in most states, a trade secret is treated as property, usually in the form of information, knowledge or "know-how". The possession of such information gives the owner an advantage over competitors who do not possess the "secret". You're obligations with respect to the proprietary and trade secret information of Bower Events Inc. are as follows:

- This information may not be disclosed to persons outside of Bower Events Inc.
- This information is not to be used for one's own benefit or for the benefit of persons outside of Bower Events Inc.
- This information may be disclosed to other Bower Events Inc. employees only on a "need-to-know" basis,

Trade secret and proprietary information includes, but is not limited to: business and strategic plans, revenues, hours of service, costs and profits, unpublished financial and/or pricing information, employee rosters, customer lists, vendor lists, detailed information regarding customer requirements and/ or preferences, business habits and plans, confidential credit card numbers and pin codes, computer log-on codes and passwords.

PREVENTING WORKPLACE VIOLENCE

As part of the goal of maintaining a safe work environment, Bower Events Inc, has a zero-tolerance policy regarding violence in the workplace. Acts or threats of physical violence, including intimidation, harassment and/ or coercion on company or client property will not be tolerated. This prohibition against threats and act of violence applies to all persons involved in company operations including, but not limited to: Bower Events Inc.'s personnel, contract workers, temporary employees and anyone else on company or client property.

EXAMPLES OF WORKPLACE VIOLENCE

- Threats or acts of aggressive behavior
- The intentional destruction or threat of destruction of company or client property or another employees property
- Harassing or threatening phone calls
- Surveillance not required by job responsibilities
- Stalking

**TERMS AND CONDITIONS OF THE ARBITRATION POLICY OF
BOWER EVENTS, INC.**

TERMS AND CONDITIONS

The arbitration policy does not replace other internal company dispute resolution mechanisms. The company still recommends using supervisors, managers, human resource personnel or other company representatives, to resolve issues in the early stages. We believe the best way to resolve disputes are for managers and employees to communicate when issues arise.

Any references in this program to Bower Events Inc., BE, or the company will be a reference to all subsidiaries and affiliated entities, all benefit plans' sponsors, fiduciaries, administrators, affiliates and all successors and assigns of any of the aforementioned.

CLAIMS COVERED BY THE POLICY

Any claims or controversies ("claims") either Bower Events Inc. may have against an employee or an employee may have against the company or against its officers, directors, employees, or agents in their capacity as such, must be resolved by arbitration instead of the courts, whether or not such claims arise out of an employee's employment (or termination). The claims covered include but are not limited to: claims for wages or other compensation due, claims for breach of any contract or covenant (express or implied), tort claims, claims for harassment, discrimination (including but not limited to race, sex, religion, national origin, age, marital status, or medical condition, handicap or disability), claims for benefits (except where an employee benefit or pension plan specifies that its claim procedure shall culminate in an arbitration procedure different from this one), and claims for violation of any federal, state or other government law, statute, regulation or ordinance. This provision includes, but is not limited to, Title VII, of the civil rights act of 1964; the age discrimination act, the family medical leave act, the age discrimination in employment act, the fair labor standards act and comparable state statutes.

CLAIMS NOT COVERED BY COMPANY POLICY

CLAIMS FOR WORKERS' COMPENSATION OR UNEMPLOYMENT COMPENSATION BENEFITS ARE NOT COVERED BY THIS POLICY. THESE CLAIMS ARE STILL FILED BY THE EMPLOYEE WITH THE RELEVANT STATE ADMINISTRATIVE AGENCY.

REQUIRED NOTICE OF ALL CLAIMS AND STATUTE OF LIMITATIONS

A party wishing to make a claim must give written notice of any claim to the other party within the statutory period mandated by the relevant state law.

The written notice shall identify and describe the nature of all claims asserted and the facts upon which such claims are based. The notice shall be sent to: **BOWER EVENTS INC. at P.O. BOX 13133, PALM DESERT, CA, 92255**. If Bower Events, Inc. is the party bringing the claim, Bower Events Inc. shall send the notice to the individual's most current address in his/ her personnel file.

RESPONSIBILITIES

ANY PARTY MAY BE REPRESENTED BY AN ATTORNEY OR OTHER REPRESENTATIVE SELECTED BY THE PARTY.

ARBITRATION PROCEDURES

Except as otherwise provided in the company policy or by mutual agreement by the parties, arbitrations shall be conducted in accordance with the current national rules for the resolution of employment disputes of the American Arbitration Association ("AAA"). The arbitrator shall be either a retired judge or an attorney licensed to practice law in the state in which the arbitration is convened. The arbitration will take place in or near the city in which the employee lives or was employed by the company.

The arbitrator shall be selected by mutual agreement or through the "AAA". If chosen through the "AAA", the "AAA" shall give each party a list of arbitrators drawn from its panel of labor-management dispute arbitrators. Each party may strike all names on the list it deems unacceptable. If only one common name remains on the list of all parties, that individual shall be designated as the arbitrator. If more than one name remains on the lists of all parties, the parties shall strike names alternately until only one name remains. The party who did not initiate the claim shall strike first. If no common name remains on the lists of all parties, the "AAA" shall furnish an additional list or lists until an arbitrator is selected.

The arbitrator shall apply the substantive and procedural law of the state in which the claim arose, or federal law or both, as applicable to the claim(s) asserted. The arbitrator may not apply any different substantive law or remedies. The arbitrator (not a court or government agency), shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability or formation of this agreement, including but not limited to any claim that all or any part of this agreement is void. The arbitrator shall have jurisdiction to hear and rule on pre-hearing disputes and is authorized to hold pre-hearing conferences by telephone or in person, as the arbitrator deems necessary. The arbitrator shall have the authority to entertain a motion to dismiss and/ or a motion for summary judgment by any party. Either party, at its expense, may arrange for and pay the cost of a court reporter to provide a stenographic record of proceedings. Either party, upon request at the close of the hearing, shall be given a leave to file a post-hearing brief. The time for filing such a brief shall be set by the arbitrator.

The arbitrator shall render an award and written opinion in the form typically rendered in labor arbitrations. The arbitration shall be final and binding upon the parties, except as provided in the company policy.

ARBITRATION FEES AND COSTS

Bower Events Inc. and the claimant will share the administrative fees and costs of the arbitrator, unless prohibited by the applicable jurisdiction. Each party will deposit funds for its share of the arbitrator's fee, in an amount and manner determined by the arbitrator, 10 days before the first day of hearing. Each party shall pay for its own costs and attorneys' fees and discovery (such as depositions), if any. However if any party prevails on a statutory claim that affords the prevailing party attorneys' fees or if there is a written agreement providing for fees, the arbitrator may award reasonable fees to the prevailing party, in accordance with such statute or agreement.

CONSIDERATION

By remaining employed with Bower Events Inc. you are agreeing to waive your right to have a claim against the company heard in a court of law. The mutual promises by the company and by you to arbitrate differences, rather than litigate them before courts or other bodies, provide consideration for each other.

MEAL BREAK WAIVER – ON DUTY

Employee Name

Employee Number

I am scheduled to work:

Date(s) _____ Various _____

From the hours of _____ N/A _____ to _____ N/A _____

My job duties are as follows:

The nature of these job duties prevents me from being relieved of all duty because of the following objective criteria, which both _____ (employee) and Bower Events Inc. (Employer) agree upon:

Single person or remote post positions.

I understand that:

1. I may waive my 30 minute unpaid meal break only when my work, based on objective criteria listed above, prevents me from being relieved of duty.
2. An on-duty meal period is not valid merely because it is desired or helpful.
3. Even if all of the circumstances exist to allow on-duty meal period, I must still be provided with the opportunity to eat my meal while performing the duties required.
4. In order for this waiver to be valid, an authorized company official must also authorize the waiver in writing by signing below.
5. I may revoke this agreement to waive, in writing, my meal break at any time by signing this form as indicated below unless I work under Wage Order 14.

Employee Signature

Date submitted

REVOCATION: I hereby revoke this waiver:

Employee Signature

Date

For Employer Use Only

Check One:

_____ Your meal break waiver request has been approved and submitted.

_____ Your meal break waiver has been denied.

Signature

Date

Please print name

Title

Company

READ THIS IMPORTANT INFORMATION

The guidelines outlined in this employee policy manual are in effect as of March 8, 2010 with this amendment, but are subject to change at the sole discretion of the company. This employee policy manual supersedes all previously published policy manuals, handbooks and communications.

Although we hope that your employment relationship with us will be longer, this employee policy manual is **not** a contract guaranteeing employment for any specific duration. You and Bower Events Inc. have entered into an "at-will" employment relationship, which means there are no contractual or other legal rights in any term, condition or aspect of the employment relationship, including but not limited to termination. You or the company may terminate this employment relationship at any time, with or without cause or notice.

EMPLOYEE POLICY MANUAL

This is to acknowledge that I have received a copy of the Bower Events Inc.'s employee policy manual. This employee policy manual does not constitute a contract and does not eliminate the employer's at-will rights. I understand that it is my responsibility to read and understand the contents of this employee policy manual. If I have any questions, it is my responsibility to seek immediate clarification through my supervisor or Human Resource Department.

I further acknowledge that after reading the employee policy manual that I will comply with the directives while at work.

I further agree to conform to Bower Events Inc.'s policies and procedures, the instructions of my supervisors, and commonly accepted practices of the company. In addition, I agree to report any violations of company policy to my Supervisor or Human Resource Department immediately upon discovery.

I understand that a violation of any established company policy may subject me to disciplinary action, up to and including possible termination of employment.

Signature

Date

REFERENCES:

Coachella / Big 4 / Stagecoach Music Festivals AEG Live / Goldenvoice

Kevan Wilkens
Event Director of Productions and Operations
5750 Wilshire Blvd Suite 501
Los Angeles, CA 90036
(323) 930-5700 - Office
(323) 363-5134 - Cell

Indian Wells Tennis Gardens BNP Paribas Open - ATP/WTA Tennis

Steve Simon
CEO - Tournament Director
Bill Clarke
Director of Stadium Operations
78-200 Miles Avenue
Indian Wells, CA 92210
(760) 200-8400 – Main Office

Humana Challenge PGA Golf (Formerly Bob Hope Classic)

Scott Easton
Director of Operations
BH Classic Bldg. 39000 Bob Hope Dr
Rancho Mirage CA 92270
(949) 887-9648 - Cell

City of Indian Wells

Mel Windsor
Personnel/Public Safety Director
44950 Eldorado Drive
Indian Wells, CA 92210-7497
(760) 346-2489 – Main Office

Indio Police Department

Ben Guitron
Administrative Officer/Public Relations
100 Civic Center Drive
Indio, CA 92201
(760) 347-8522 – Office
(760) 391-4057 – Office/Alternate

**Sunset Strip Music Festival - West Hollywood, CA
Pasadena Make Music Festival - Pasadena, CA**

Scott Crandall
Regional Vice President
Block by Block
21359 Broken Arrow Drive
Diamond Bar, CA 91765
(562) 225-6394 - Cell

Norco Chamber of Commerce Valley Fair, Norco, CA

Ms. Erica Miller
Chamber Staff Member
1204 Sixth Street
Norco, CA 92860
(714) 716-7380 - Cell



Letter of Recommendation

Bower Events

To whom it may concern,

September 5, 2011

Block by Block is an industry leader in providing cleaning and hospitality services to business improvement districts across the country. We service, at present 37 downtown districts across the United States from Boston, MA to Waikiki, HI. In providing such services it sometimes becomes necessary to contract with event and security vendors in order to supply additional personnel during special events.

Bower Events, under the direction of Richard Bower and Ron Ayala, have been contracted by us to provide event and security personnel for "Make Music Pasadena 2011" and the "Sunset Music Festival 2011". In both instances Bower Events, to include their management, supervision, and line staff have performed above expectations and provided to us a complete package in regards to event security staffing. In regards to the Sunset Music Festival, Bower Events provided both security and cleaning services for an event that drew +12000 attendees on Sunset Blvd. Motley Crue was the headliner and ended their set at 10pm. By 2am, the streets were cleaner then before we started load-in.

It is our intention to call upon Bower Events in the future to provide similar staffing for upcoming events. Bower Events has been very attentive to our needs regarding deployment, budgets, and management representation. They are held by me, and by the clients I contracted them for in high regard.

Please use this letter as my personal and professional recommendation for Bower Events to provide to you a complete and seamless event staffing service.

Sincerely,

A handwritten signature in black ink that reads "Scott M. Crandall". The signature is fluid and cursive.

Scott Crandall | Regional Vice President
Block by Block
21359 Broken Arrow Dr., Diamond Bar, CA 91765
Phone (562)225-6394 Office (909)861-8098


INDIAN WELLS
CALIFORNIA

September 6, 2011

Re: Richard Bower, Bower Events

To Whom It May Concern:

I have personally known and worked with Richard Bower for the last twenty years. I have worked with Richard through the Indian Wells Tennis Garden where he is the Security Director and has been in charge of security for the two-week tennis event that is held in our City every year. I have been very impressed with the manner in which Richard handles his duties. I have found Richard to have a broad range of knowledge and information that has made him very valuable to our City and the tennis event. His accessibility, dedication and follow through has made him successful. Rather than just raising problems, Richard has suggested solutions.

It has been a pleasure to work with Richard and his management staff. They are very hard working and professional people. I feel fortunate to have the opportunity to work with someone with the high degree of professionalism and integrity that Richard and his company possesses. I highly recommend Bower Events for your organization.

Sincerely,



Mel Windsor
Personnel/Public Safety Director



mayakoba golf classic

6 September 2011

To Whom It May Concern:

As organizers of the PGA TOUR Mayakoba Golf Classic, the Greg Norman Production Company has enjoyed the privilege of working with Bower Events, and specifically Ron Ayala, as our tournament security contractor since the inception of our event in 2007.

The Mayakoba Golf Classic is an official, full-field PGA TOUR golf tournament with 132 professional golfers competing for a total prize purse of \$3.7 million US dollars. The event is staged annually each February in Playa del Carmen, Mexico.

Bower Events has served the tournament in a variety of capacities such as the contracting and management of more than 50 private security guards stationed throughout the tournament grounds, acting as liaison with PGA TOUR security personnel on-site during the event, managing security and protection for marquee players, crowd control and other elements of our comprehensive tournament security program.

In addition to the Mayakoba Golf Classic, Bower Events also directs the security program for the PGA TOUR Franklin Templeton Shootout in Naples, Fla., which is also managed and operated by our organization.

It is Ron Ayala's leadership and energy, coupled with his law enforcement background, which have made our relationship with Bower Events such a successful one.

We appreciate and enjoy our relationship with Ron and Bower Events and look forward to it continuing for many years.

Kind regards,

Joe Mazzeo
Tournament Manager, Mayakoba Golf Classic
Greg Norman Production Company



Official Event

OHL/Huaribe - Mayakoba Golf Classic
Ctra. Federal Chelumal-Pro. Juárez Km 298
Playa del Carmen, Solidaridad, Quintana Roo, C.P. 77710, México

WWW.MAYAKOBAGOLFCCLASSIC.COM





September 6, 2011

To Whom It May Concern:

Please accept this letter of recommendation for Bower Events. As Operations Manager for the Greg Norman Production Company, I have had the pleasure of working with the Bower Events team since 2007 on two annual PGA TOUR golf tournaments – The Shark Shootout in Naples, FL and the Mayakoba Golf Classic in Playa del Carmen, Mexico.

Over such time, Bower Events has consistently performed at the highest level; always going above and beyond to ensure the event's security plan is executed to perfection. The Bower team continually demonstrates their ability to simultaneously manage a vast group of security guards performing a variety of functions; this includes overseeing a bi-lingual staff for our Mexico event.

One element I've been notably impressed with over the last five years has been Bower's performance as it relates to the financial impact our security plan has on the event's bottom line. The Bower team has always worked diligently to ensure event budgets are met or beaten. Their close attention to detail and understanding of event operations, has allowed them to successfully manage their staff while working within specific budget parameters to deliver the desired results to the client.

For the above reasons and more, I strongly recommend Bower Events for your special event. Please contact me if you have any further questions.

Best regards,

Rob Hartman
Operations Manager
Greg Norman Production Company

REQUEST FOR QUALIFICATION
PART III

SECURITY & EVENT SPECIFICATIONS- PART A

ESTIMATED HOURS

Guard	Rate	Hours	Cost
Pre-Ticket sale Armed	\$ 20.15	297	\$ 5,984.55
Security Guards	\$ 17.72	1412	\$ 25,020.64
Fair Time Armed	\$ 20.15	12	\$ 241.80
Rovers	\$ 17.72	672	\$ 11,907.84
Dispatchers	\$ 18.96	264	\$ 5,005.44
Supervisors	\$ 20.15	280	\$ 5,642.00
Armed Runner/Vault	\$ 20.15	362	\$ 7,294.30
Metal Detectors	\$ 17.72	1266	\$ 22,433.52
Special Events	\$ 17.72	315	\$ 5,581.80

Hours are based on the need of the Fair and are subject to change.

All Security companies must be registered in good standing with the California Department of Consumer Affairs, Bureau of Security and Investigative Services and have a valid Private Patrol Operator License (PPO).

All Security Guards MUST be registered with the California Department of Consumer Affairs, Bureau of Security and Investigative Services and have a valid Guard Card. In addition if the Officer is ARMED he/she MUST have a valid Firearm Permit. All Security Guards MUST have the required Permits / license's in their possession while on duty to include Baton permit or chemical Agent Permit. as required by law. The Fair Manager has the right to ask the Security Guard or Company to provide proof of a Valid permit at any time during the term of this contract.

Fair Manager will meet with the awarded security company to discuss and provide a detail schedule of service hours.

PROPOSER/CONTACTOR STATUS FORM

PAGE 1 OF 2

CONTRACTOR'S NAME Bower Events Inc. COUNTY Riverside
ADDRESS: P.O. Box 13133 FEDERAL ID# 27-3516584
CITY: Palm Desert ZIP 92255

Status of contractor proposing to do business (please check one)

INDIVIDUAL LIMITED PARTNERSHIP GENERAL
 PARTNERSHIP CORPORATION

INDIVIDUAL (Please Check One) RESIDENT NON-RESIDENT

IF A SOLE PARTNERSHIP, STATE THE TRUE NAME OF SOLE PROPRIETOR: (I.E., JOHN ROE SMITH; NOT J.ROE SMITH OR NOT JOHN R. SMITH)

PARTNERSHIP (PLEASE CHECK ONE)

LIMITED PARTNERSHIP GENERAL PARTNERSHIP
IF A PARTNERSHIP, LIST EACH PARTNER IDENTIFYING WHETHER LIMITED PARTNERS (S), STATING THEIR TRUE FULL NAME AND THEIR INTEREST IN THE PARTNERSHIP:

CORPORATION

PLACED AND DATE OF INCORPORATION CA, January 4, 2010

IF NOT A CALIFORNIA CORPORATION IN GOOD STANDING, PLEASE STATE THE DATE THE CORPORATION WAS AUTHORIZED TO DO BUSINESS IN CALIFORNIA: _____

CURRENT OFFICERS:

PRESIDENT: William R. Bower VICE PRESIDENT: Susan L. Bower

SECRETARY: _____ TREASURES: _____

OTHER OFFICERS: _____

ALL MUST ANSWER:

ARE YOU SUBJECT TO FEDERAL BACKUP WITHHOLDING? NO

PROPOSER/CONTRACTOR STATUS FORM
PAGE 2 OF 2

FICTITIOUS NAME

IF CONTRACTOR IS DOING BUSINESS UNDER A FICTITIOUS BUSINESS NAME AND WILL BE PERFORMING UNDER THE FICTITIOUS NAME, PLEASE ATTACH A CLEARLY LEGIBLE COPY OF THE CURRENT FICTITIOUS FILING.

PENDING LITIGATION HEARINGS

ARE ANY CIVIL OR CRIMINAL LITIGATION OR ADMINISTRATIVE HEARINGS CURRENTLY PENDING AGAINST THE PROPOSER'S ORGANIZATION, OWNERS, OFFICERS, OR EMPLOYEES? NO

IF YES, PLEASE STATE THE CASE NUMBER, AGENCY, OR COURT WHERE PENDING AND STATUS OF LITIGATION OR HEARING:

WE RESERVE THE RIGHT TO VERIFY THE INFORMATION PROVIDED ON THIS FORM BY THE PROPOSER DURING THE RFQ PROCESS. BY SIGNING THIS FORM, YOU ARE AUTHORIZING THE RELEASE OF ANY AND ALL INFORMATION PERTAINING TO YOURSELF AND BUSINESS IN WHICH YOU PARTICIPATE OR HAVE PARTICIPATED, INCLUDING INFORMATION OF A CONFIDENTIAL OR PRIVILEGED NATURE IN THE POSSESSION OF GOVERNMENT OF PRIVATE AGENCIES OR INDIVIDUAL WHO FURNISH SUCH INFORMATION FROM LIABILITY FOR DAMAGES WHICH MAY RESULT FROM FURNISHING THE INFORMATION REQUESTED.

I DECLARE UNDER PENALTY OF PERJURY THAT THE ABOVE INFORMATION IS TRUE AND CORRECT AND THAT I AM AUTHORIZED TO SIGN THIS STATUS FORM ON BEHALF OF THE PROPOSER/CONTRACTOR.


SIGNATURE

William Richard Bower
PRINT NAME

IF THIS STATUS FORM IS NOT COMPLETELY FILLED OUT, SIGNED AND SUBMITTED WITH PROPOSER'S RESPONSE TO THE RFQ, THE BID WILL BE REJECTED AS NON-RESPONSIVE. ANY FALSE OR MISLEADING INFORMATION WILL CAUSE THE BID TO BE REJECTED AS NON-RESPONSIVE.