

(323) 881-2401

October 2, 2002

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**CONTRACT FOR ARMED SECURITY SERVICES FOR THE FIRE
DEPARTMENT HEADQUARTERS AND PACOIMA COMPLEXES
(DISTRICTS 1 AND 3) (3 VOTES)**

**IT IS RECOMMENDED THAT YOUR BOARD ACTING AS THE GOVERNING BODY OF THE
CONSOLIDATED FIRE PROTECTION DISTRICT:**

1. Find that Armed Security Services can be performed more economically by an independent contractor.
2. Approve a three-year contract with Security Patrol Management in an annual amount of \$237,720 to maintain security at the Fire Department Headquarters and Pacoima complexes, effective November 1, 2002.
3. Instruct the Chairman to sign the contract with Security Patrol Management.
4. Authorize the Fire Chief or his designee to extend the contract, if required, for up to two (2) additional one-year periods and on a month-to-month basis, up to six months pending contract negotiations thereafter.
5. Authorize the annual contract expenditure for the first three (3) contract years at \$237,720, representing the total annual cost based on the price submitted by Security Patrol Management, including an additional twenty percent (20%) annually, for as-needed additional work as approved by the Fire Chief or his designee, bringing the contract total to \$285,264 annually.

PURPOSE OF RECOMMENDED ACTION:

The purpose of these recommended actions is to enable the District to continue to obtain security services as needed for the District. The current vendor, Inter-Con Security Systems Incorporated, is currently contracted through the Office of Public Safety. These security services can be more economically performed by an independent contractor rather than by County employees or by the Office of Public Safety who subcontracts with Inter-Con Security Systems Incorporated. The subcontractor is currently performing security services on a month-to-month basis at a cost to the Fire Department of \$436,000 annually. The annual contract expenditure authority for the first three (3) contract years of \$237,720 is being recommended in recognition of the proposer's bid cost, which includes each additional two (2) one-year extensions. In addition, a twenty percent (20%) annual increase has been included for as-needed additional work as approved by the Fire Chief or his designee, bringing the contract annual cost to \$285,264. In order to keep the facilities properly secured, approval of this contract is needed.

JUSTIFICATION:

The services for armed security can most economically be provided by an independent vendor. The recommended proposer will be performing the same duties as the current contractor, as well as some additional duties outlined in the Statement of Work, as armed security guards, thereby meeting the District's needs.

Implementation of Strategic Plan Goals

Contracting for security services with this contractor is consistent with the Strategic Plan Goals of service excellence and fiscal integrity.

FISCAL IMPACT/FINANCING:

The contract expenditure for the County is \$237,720 annually, with allowances for an additional twenty percent (20%) annually, for as-needed additional work, bringing the total to \$285,264

annually. Savings for the County are calculated at approximately 53% from the estimated cost for these services if provided by County personnel. The proposed contract also represents a \$198,300 annual savings from the current sub-contractor. There is sufficient funding for this contract within the Fire Department's 2002-03 Budget. These cost savings are calculated based on the Revised Proposition A Contract Cost Format developed by the County Auditor-Controller's guidelines. The County's estimated Avoidable Costs is \$501,394, and Security Patrol Management's cost is \$237,720.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

The District recommends Security Patrol Management for award of the Armed Security Services Contract. Security Patrol Management is in compliance with all Board, Chief Administrative Office, and County Counsel requirements, including the newly implemented Jury Ordinance. On final analysis and consideration of an award, the contractor was selected without regard to gender, race, color, creed, or national origin.

This contract has been properly executed by Security Patrol Management and County Counsel has approved it as to form.

CONTRACTING PROCESS:

The District solicited bids for unarmed and armed security services in twelve newspapers, advertised on the Office of Small Business web page, and on the Internet, in accordance with Board policy. The prospective contract is subject to the requirements of the County's Living Wage Program (Los Angeles County Code, Chapter 2.201), and was included as a requirement in the Request for Proposal. Thirty-eight (38) companies were in attendance at the Proposer's Conference and twelve (12) companies submitted proposals.

The Fire Department has evaluated and determined that the contractor fully complies with the requirements of the Living Wage Program (County Code Chapter 2.201) and agrees to pay its full-time employees providing County services a living wage. The Fire Department has reviewed available resources to assess the proposed contractors past performance, history of labor law violations, and any negative experiences with other County contracts.

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The Auditor-Controller has reviewed the cost comparison and concurs that the contract is cost effective.

This contract will not include a Cost of Living Adjustment. All annual costs for the term of this contract, along with its possible extensions, were included in the proposer's bid as 1st Contract Year, 2nd Contract Year, 3rd Contract Year, 1st Extension Year, 2nd Extension Year and 6-Month Extension.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

There will be no significant impact on current security services. The existing vendor will continue services until the new vendor has been Board approved and assumes responsibility.

CONCLUSION:

Upon execution by your Honorable Board, please return two original certified copies of the contract to the Fire Chief of the Consolidated Fire Protection District of Los Angeles County for further processing.

Respectfully submitted,

P. MICHAEL FREEMAN

PMF:sr

Attachments

c: Chief Administrative Office
County Counsel
Executive Office, Board of Supervisors
Auditor-Controller
Office of Affirmative Action Compliance

COST COMPARISON FOR ARMED SECURITY GUARDS

	NEW CONTRACT	IN-HOUSE CONTRACT	
STAFFING	11	11	
1 Cost	\$235,505.71	\$501,394.00	
2 Overhead Cost - Armed Security	\$2,214.29	\$0.00	
Total Cost Annually	\$237,720.00	\$501,394.00	



Bid Information**Bid Number :** Security 2002**Bid Title :** Request for Proposal For Armed and Unarmed Security Services**Bid Type :** Service**Department :** Fire Department**Commodity :** GUARD AND SECURITY SERVICES (INCLUDING TRAFFIC CONTROL)**Open Date :** 3/12/02**Closing Date :** 4/9/02 4:00 PM**Bid Amount :** N/A**Bid Download :** Not Available

Bid Description : The Consolidated Fire Protection District of Los Angeles County, ("District"), is seeking bids from qualified vendors interested in contracting with the District to provide armed and unarmed security services at two (2) County offices. The District is seeking to enter into a Contract with one (1) or more qualified vendors with at least five (5) years experience. Vendor are encouraged to submit a bid prior to the submission deadline.

Proposers' Conference is mandatory. The Proposers' Conference and walk-thru is scheduled as follows:

Date: March 26, 2002

Time: 9:00 A.M. (Proposers' Conference and Walk-Thru)

Location: Fire Department

1320 N. Eastern Ave. Training Center Room 26

Los Angeles, CA 90063

Date: March 26, 2002

Time: 1:00 P.M. (Walk-Thru)

Location: 12605 Osborne St. (Warehouse)

Pacoima, CA 91331-2129

All proposal participants must RSVP for the conference by contacting:

Lucy Guadiana

Contracts Supervisor

Telephone (323) 838-2275

Fax Number (323) 869-0316

To obtain the bid documents, Call Lucy Guadiana at (323) 838-2275 or Sherry Rolls at (323) 838-2276.

Sealed bids are to be returned to the :

Los Angeles County Fire Department

5801 S. Eastern Ave., Suite 100

Commerce, CA 90040

Attention: Contracts Section

Contact Name : Lucy Guadiana

Contact Phone# : (323) 838-2275

Contact Email : lguadian@lacofd.org

Last Changed On : 3/13/02 8:35:25 AM

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ATTACHMENT 6**LOS ANGELES COUNTY COMMUNITY BUSINESS ENTERPRISE (LAC/CBE) PROGRAM****FIRM/ORGANIZATION INFORMATION**

INSTRUCTIONS: All proposers responding to this solicitation must return this form for proper consideration of the proposal. The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to gender, race, creed, or color. Categories listed below are based on those described in 49 CFR 23.5.

FIRM NAME: Security Protective Management

TYPE OF BUSINESS STRUCTURE: Sole Proprietorship

(Corporation, Partnership, Sole Proprietorship, etc.)

TOTAL NUMBER OF EMPLOYEES IN FIRM (including owners): 50

CULTURAL/ETHNIC COMPOSITION OF FIRM (Partners, Associate Partners, Managers, Staff, etc.). Please break down the above total number of employees into the following categories:

	OWNERS/PARTNERS/ ASSOCIATE PARTNERS	MANAGERS	STAFF
Black/African American	1	1	27
Hispanic/Latin American	0	1	8
Asian American	0	0	0
American Indian/Alaskan Native	0	0	0
White	0	2	10
<i>Based on the above categories, please indicate the total numbers of men and women in the firm:</i>			
Male	1	2	32
Female	0	2	13

PERCENTAGE OF OWNERSHIP IN FIRM Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latin American	Asian American	American Indian/ Alaskan Native	White
Men	100 %	%	%	%	%
Women	%	%	%	%	%

CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERANS BUSINESS ENTERPRISES Is your firm currently certified as a minority, women-owned, disadvantaged or disabled veterans business enterprises by a public agency? (If yes, complete the following and attach a copy of your notice of certification.)

Agency _____ M _____ W _____ D _____ DV _____ Expiration Date _____

Agency _____ M _____ W _____ D _____ DV _____ Expiration Date _____

Agency _____ M _____ W _____ D _____ DV _____ Expiration Date _____

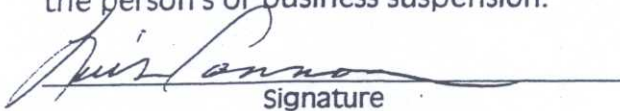
LEGEND: M = Minority; W = Women; D = Disadvantaged; DV = Disabled Veterans

ATTACHMENT 7**COMMUNITY BUSINESS ENTERPRISE PROGRAM SANCTIONS**

The Los Angeles County Board of Supervisors has amended the Community Business Enterprise Program to prohibit any person from knowingly submitting information with the intent of receiving certification and its concurrent benefits for which they are not entitled:

This is to acknowledge that the undersigned, on behalf of himself or herself individually and on behalf of his or her business or organization, if any, is fully aware of the following policy of the County of Los Angeles.

1. A person or business shall not:
 - a. Knowingly and with the intent to defraud, fraudulently obtain, retain, and attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain, acceptance or certification as a community business enterprise for the purposes of this article.
 - b. Willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the acceptance or certification or denial of acceptance or certification of any entity as a community business enterprise.
 - c. Willfully and knowingly obstruct, impede, or attempt to obstruct or impede, any County official or employee who is investigating the qualifications of a business entity which has requested acceptance or certification as a community business enterprise.
 - d. Knowingly and with intent to defraud, fraudulently obtain, attempt to obtain, or aid another person or business in fraudulently obtaining or attempting to obtain, public moneys to which the person or business is not entitled under this article.
2. Any person or business that violates Paragraph (1) shall be suspended from proposing or bidding on, or participating as a professional service proposer, contractor, subcontractor, or supplies in, any County contract or project for a period of three (3) years.
3. No County agency with the powers to award contracts shall enter into any contract with any person or business suspended for violating this section during the period of the persons' or business' suspension. No awarding department shall award a contract to any professional services proposer or contractor utilizing the services of any person or business as a subcontractor suspended for violating this section during the period of the person's or business suspension.


Signature

4-9-02

Date

Operations Manager

Title

Security Protective Management

Name of Firm

**CONSOLIDATED FIRE PROTECTION DISTRICT
OF LOS ANGELES COUNTY
ARMED SECURITY SERVICES CONTRACT**

THIS CONTRACT (hereinafter "Agreement" or "Contract"), is made and entered into this _____ day of _____ 2002, by

and between CONSOLIDATED FIRE PROTECTION DISTRICT OF
LOS ANGELES COUNTY (hereinafter "District")

and

SECURITY PATROL MANAGEMENT

8516 11TH AVENUE, SUITE 3B

INGLEWOOD, CALIFORNIA 90305
(hereinafter "Contractor")

W I T N E S S E T H

WHEREAS, District is authorized under Health and Safety Code Section 13861 to contract for services; and

WHEREAS, District has the responsibility to provide security services at its facilities named herein; and

WHEREAS, District may contract with private businesses for such services when certain requirements are met; and

WHEREAS, District has determined that it is economically feasible and cost effective to contract for security services; and

WHEREAS, Contractor is a private firm specializing in providing security services; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable considerations, the parties agree to the following:

STANDARD TERMS AND CONDITIONS

- 100. DEFINITIONS.** For purposes of this Contract, including all Exhibits thereto, the following definitions shall govern its interpretation:
- 101. “Contract”** shall mean the agreement by and between the Consolidated Fire Protection District of Los Angeles County and the Contractor, which agreement shall include the primary document and all exhibits/attachments and/or documents referenced therein.
- §102. “Annual Contract Period”** shall mean a one year period commencing upon the date of execution of this Contract, or upon an anniversary thereof.
- §103. “Board of Supervisors”** shall mean the Board of Supervisors of the County of Los Angeles.
- §104. “Chief”** shall mean the Fire Chief of the Los Angeles County Fire Department and/or his designee.
- §105. “Contract Administrator”** shall mean the person designated by the Chief of the Fire Department to administer the Contract and with authority to act for the District on contractual and administrative matters relating to the Agreement.
- §106. “Contractor”** shall mean the agency or individual contracting with the District under the terms of this Contract, including the Contractor’s employees, agents, assigns, contractors and anyone else involved in any manner in the exercise of the rights therein given to the Contractor pursuant to this Agreement.
- §107. “County”** shall mean the County of Los Angeles.
- §108. “Department” or “Fire Department ”** shall mean the Los Angeles County Fire Department located at 1320 North Eastern Avenue, Los Angeles, California 90063, and is the commonly known name of the District.
- §109. “District”** shall mean the Consolidated Fire Protection District of Los Angeles County located at 1320 North Eastern Avenue, Los Angeles, California 90063
- §110. “Security Services” or “Services”** shall mean the services identified in the primary document of this Contract, or as more specifically set forth in **§ 200** of this Contract.
- §111. “State”** shall mean the State of California.
- §112. “Building Complex Manager”** shall mean the Building Complex Manager, located at the Fire Command Control Facility 1st Floor, Room 145, 1320 N. Eastern, Los Angeles, California, 90063, at (323) 881-6111. The Building Complex Manager

shall be the responsible District Officer when no other District personnel are available.

§200. SCOPE OF WORK

§201. Security Coverage. Contractor shall provide armed security officers to the Facilities as set forth in Exhibits “A” (Location and Facility Description) and “B” (Statement of Work). Officers shall be fully trained and possess required equipment.

§202. Background Clearance. Contractor shall provide trained armed security officers. All security guards and Contractor field supervisors shall have passed the District’s background investigation/interview and are thereby "District cleared". The Fire Department’s Building Complex Manager and the Contract Administrator shall conduct the background investigation interview process.

§203. Contractor Employee Acceptability. Contractor shall be responsible for immediately removing and replacing any employee at the request of the Chief, Fire Department or District Contract Administrator.

§204. Uniforms and Equipment – Generally. All equipment provided by either party shall at all times be kept clean, well maintained and up to contract standards by the Contractor to the satisfaction of the District. Any equipment that is lost or stolen must be reported **immediately** to the Building Complex Manager of the Fire Department or his designee followed with a memo describing the circumstances.

§205. Uniforms. Contractor shall provide uniforms and equipment as set forth in Exhibit B (Statement of Work).

§206. Security Personnel.

(a) Contractor and, to the extent applicable, subcontractor(s), shall not assign employees under the age of eighteen (18) years to perform work under this Agreement. All of Contractor’s employees working at District facilities must be able to comprehend and communicate in English and must be United States citizens or legally present and permitted to work in the United States.

(b) Circumstances may arise wherein the District may determine, in its sole discretion, that it is in the best interest of the District to have a particular security officer removed from his or her assignment. Thus, the District reserves the right to require the Contractor to remove security personnel from an assignment immediately upon written or oral notice from the Fire Department Contract Monitoring Unit to the Contractor. The District need not disclose cause for such removal to the Contractor. Such removal shall not affect or otherwise constitute waiver of any other provision of this Agreement, including without limitation, the indemnification and independent status provisions herein.

§207. Security Personnel Tasks. Unless expressly notified by the District in writing, Contractor's security personnel shall perform the tasks in Exhibit B (Statement of Work and Performance Requirements Summary) while assigned to District facilities under this Agreement.

§208. Regulations. The Contractor and Contractor's personnel are required to follow all Federal, State and local laws that apply to the provision of security services under this Agreement, including all laws affecting arrest, including these, as set forth in Sections §834, §837 and any other sections relative to arrest of the *California Penal Code*. Additional laws include but are not limited to the licensing related to the provisions of security services as set forth in Exhibit B (Statement of Work).

§209. Notice of Delays or Vacant Posts. Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within one (1) day, give notice thereof, including all relevant information with respect thereto, to the other party.

§210. Employee Recruitment. Contractor agrees to refrain from actively recruiting or soliciting for employment, any employees of other security contractors assigned to District work locations during the term of this Agreement. This provision is not intended to create any rights or benefits on behalf of any third parties and is intended to benefit only the District in the management of its security services.

§300. METHOD OF PAYMENT

§301. Contractor Payment. Contractor shall be reimbursed for services rendered in accordance with this Agreement as set forth in Exhibit F (Payment Provisions).

§302. Wages. Unless otherwise expressly waived by the District in writing, Contractor's employees shall be compensated in accordance with the Living Wage Ordinance addressed in §415 herein and the hourly rates reflected in Exhibit "C" to this Agreement.

§400. ASSURANCES/CERTIFICATIONS. The Contractor provides the following assurances and certifications (with required written certifications included as Attachments to this Agreement), and agrees to the following terms:

§401. Compliance with Laws. The Contractor certifies and agrees that it shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, and directives, and all provisions required to be included in this Agreement are incorporated by this reference. The Contractor shall indemnify and hold the District, its officers, employees and agents harmless from any loss, damage or liability resulting from a violation by the Contractor, its agents, officers and employees of any such laws, rules, regulations, ordinances, and directives.

§402. Nondiscrimination in Services.

- (a) The Contractor certifies that the Contractor and all persons employed by the Contractor, its affiliates, subsidiaries or holding companies, if any, shall not discriminate in the provision of services hereunder and that the aforementioned parties shall comply with all applicable Federal and State statutes to the end that no person shall, on the basis of race, color, religion, ancestry, national origin, ethnic group, sex, age, condition of physical or mental disability, marital status or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement. For the purpose of this Paragraph, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of a facility; providing any service or benefit to any person which is not equivalent or is not provided in an equivalent manner or at an equivalent time to that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit.

- (b) If the District finds that any of nondiscrimination provisions have been violated, such violation shall constitute a material breach upon which the District may terminate or suspend this Agreement. While the District retains the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, any determination by the State Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall also constitute a finding by the District that the Contractor has violated the anti-discrimination provisions of this Agreement.

§403. Nondiscrimination, Affirmative Action and Assurance of Compliance with Civil Rights.

- (a) The Contractor assures and certifies that all persons employed by it, its affiliates, subsidiaries or holding companies, are and will be treated equally by it without regard to, or because of race, color, religion, national origin, ancestry, sex, age, condition of physical or mental disability, marital status or political affiliation, in compliance with all anti-discrimination laws and regulations of the United States of America and the State as they now exist or may hereafter be amended.

- (b) Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, ancestry, national origin, condition of physical or mental disability, marital status or political affiliation. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- (c) Contractor hereby assures that it will comply with the Civil Rights Act of 1964, 42 USC §§ 2000e through 2000e-17, to the end that no person shall, on grounds of race, religion, color, sex, national origin, condition of physical or mental disability, marital status or political affiliation be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.
- (d) To the extent applicable, Contractor shall deal with its subcontractors, bidders or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or condition of physical or mental disability, marital status or political affiliation as required by all applicable anti-discrimination laws and regulations of the United States and the State as they now exist or may hereafter be amended.
- (e) Contractor shall allow authorized District representatives access to its employment records during regular business hours to verify compliance with these provisions when so requested by the Building Complex Manager.
- (f) If District finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which District may determine to cancel, terminate, or suspend this Agreement. While District reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the State Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by District that Contractor has violated the anti-discrimination provisions of this Agreement.
- (g) The parties agree that in the event Contractor violates the anti-discrimination provisions of this Agreement, District shall, at its option, be entitled to a sum of Ten Thousand Dollars (\$10,000) pursuant to California *Civil Code* Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Agreement.

§404. Wage and Hour Laws. The Contractor assures and certifies that it shall comply with all Federal and State wage and hour laws, including but not limited to the Federal Fair Labor Standards Act, as amended. The Contractor shall indemnify, defend, and hold harmless the District, its agents, officers and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law including, but not limited to, the Federal Fair Labor Standards Act, as amended, for services performed by the Contractor's employees for which the District may be found jointly or solely liable.

405. Safety and Working Conditions. The Contractor shall comply with the provisions of the Federal Occupational Safety and Health Act of 1970, as amended (29 USC § 651 *et seq.*) and the California Occupational Safety and Health Act and successor statutes, as well as other applicable health and safety statutes, ordinances, regulations and rules. Contractor assures that no employee will be required or permitted to work under working conditions which are unsanitary, hazardous or otherwise detrimental to the person's health or safety.

§406. Employment Eligibility Verification.

- (a) The Contractor warrants and certifies that it fully complies with all Federal, State and local statutes, ordinances, and regulations regarding the employment eligibility of aliens and others, and that all persons performing services under this Agreement are eligible for employment in the United States. The Contractor shall indemnify, defend and hold the District harmless from any employer sanctions or other liability, which may be assessed against the District by reason of the Contractor's failure to comply with the foregoing.
- (b) The Contractor represents that it has secured and retained all required documentation verifying employment eligibility of its personnel, if any. The Contractor shall secure and retain verification of employment eligibility from any new personnel and, to the extent applicable, participants participating in or receiving services under this Agreement, in accordance with applicable provisions of law.

§407. Drug Free Workplace Compliance. The Contractor hereby warrants and certifies that it shall comply with California Drug-Free Workplace Act of 1990 (*Cal. Gov. Code § 8350 et seq.*), as amended, including provision of the requisite certification as set forth therein.

§408. Conflict of Interest/Contracts Prohibited.

- (a) The Contractor represents and warrants that no District employee whose position enables him/her to influence the award of this Agreement, and no spouse or economic dependent of such employee, is or shall be employed in

any capacity by the Contractor, or shall have any direct or indirect financial interest in this Agreement.

- (b) The Contractor represents and warrants that it is aware of, and its authorized officers have read, the provisions of Los Angeles County Code Chapter 2.180 entitled "Contracting With Current or Former County Employees," and that execution of this Agreement will not violate those provisions. Anyone who is a former employee of the District at the time of execution of this Agreement or who subsequently becomes affiliated with the Contractor in any capacity shall not participate in the provision of Security Services provided under this Agreement or share in the profits of Contractor earned for a period of one year from the date he/she separated from District employment.

§409. Lobbying. The Contractor certifies that each County lobbyist as defined in Los Angeles County Code 2.160.010, retained by Contractor, shall fully comply with the County Lobbyist Ordinance (Los Angeles County Code Chapter 2.160). Failure on the part of any County lobbyist retained by Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

§410. Covenant Against Contingent Fees

- (a) Contractor certifies and warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement of understanding for a commission, percentage, brokerage or contingent fees.
- (b) For breach or violation of this warranty, the District shall have the right to terminate this Agreement and, in its sole discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fees. This right shall be in addition to any other legal remedy available to the District.

§411. County Layoffs

- (a) Should the Contractor require additional or replacement personnel after the effective date of this Agreement, the Contractor agrees to give due consideration for such employment openings to qualified permanent County employees who are targeted for layoff or qualified former County employees who are on a re-employment list during the life of this Agreement. Such offers of employment shall be in writing and shall be valid for a period of fifteen (15) calendar days. Contractor agrees not to engage the services of other individuals until all such employees have been offered employment and have accepted, refused, or not responded within the fifteen (15) day period.

- (b) Employment offers to qualified County employees shall be under the same conditions and rate of compensation that apply to other individuals who are employed or may be employed by Contractor.
- (c) Contractor shall maintain records of each employment offer made to qualified County employees and other individuals. Such records shall include a description of the position and duties, rate of pay and fringe benefits, and whether the offer was accepted, rejected, or not responded to.

§412. GAIN/GROW Program Participants. Should the Contractor require additional or replacement personnel after the effective date of this Agreement, the Contractor agrees to give due consideration for such employment openings to participants in the County's Department of Public Social Services' Greater Avenue for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. Upon request from Contractor, the County will refer GAIN/GROW participants by job category to the Contractor for consideration.

§413. Warranty of Adherence to County's Child Support Compliance Program.

- (a) Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contract are in compliance with their court-ordered child, family and spousal support obligations, if any, in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.
- (b) As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 U.S.C. § 653a) and California *Unemployment Insurance Code* Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to *Code of Civil Procedure* Section 706.031 and *Family Code* Section 5246(b).

§414. Acknowledgment of County's Commitment to Child Support Enforcement.

Contractor acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at the contractor's place of business. The County's District Attorney will supply the Contractor with the poster to be used.

§415. Living Wage.

- (a) The parties agree that this Contract shall be subject to the provisions of the County's ordinance entitled Living Wage Program ("Program") as codified in the Los Angeles County Code Chapter 2.201, which is hereby incorporated herein by this reference and made a part of the Agreement.

- (b) **Health Insurance:** Contractor warrants that it will maintain medical coverage as proposed or similar coverage for the duration of this Agreement in accordance with the Living Wage Ordinance (County Code Chapter 2.201) addressed in §415. Contractor shall provide health insurance for full-time employees performing work hereunder. The insurance shall be in the form and amount stated in Contractors RFP in accordance with the Living Wage Ordinance.

- (c) **Payment of Living Wage Rates.**
 - (1) Unless Contractor has demonstrated to the District's satisfaction either that Contractor is not an "Employer" as defined under the Program (County Code § 2.201.020) or that Contractor qualifies for an exception to the Program (County Code 2.201.090), Contractor shall pay its employees no less than the applicable hourly living wage rate, as set forth immediately below, for the employees' services provided to the District under the Contract:
 - (A) Not less than \$9.46 per hour if, in addition to the per-hour wage, Contractor contributes less than \$1.14 per hour towards the provision of bona fide health care benefits for its employees and any dependents; or
 - (B) Not less than \$8.32 per hour if, in addition to the per-hour wage, Contractor contributes at least \$1.14 per hour towards the provision of bona fide health care benefits for its employees and any dependents. Contractor will be deemed to have contributed \$1.14 per hour towards the provision of bona fide health care benefits if the benefits are provided through the County Department of Health Services Community Health Plan. If, at any time during the term of the Contract, Contractor contributes less than \$1.14 per hour towards the provision of bona fide health care benefits, Contractor shall be required to pay its employees the higher hourly living wage rate.

 - (2) For purposes of this §415, "Contractor" includes any subcontractor engaged by Contractor to perform services for the District under this Contract. If Contractor uses any subcontractor to perform services

for the District under the Contract, the subcontractor shall be subject to the provisions of this §415. The provisions of this §415 shall be inserted into any such subcontract agreement and a copy of the Program shall be attached to the agreement. "Employee" means any individual who is an employee of Contractor under the laws of California, and who is providing full-time services to Contractor, some or all of which are provided to the District under the Contract. "Full-time" means a minimum of forty (40) hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than thirty-five (35) hours worked per week will not, in any event, be considered full-time.

- (3) If Contractor is required to pay a living wage when the Contract commences, Contractor shall continue to pay a living wage for the entire term of the Contract, including any option period.
 - (4) If Contractor is not required to pay a living wage when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement, and Contractor shall immediately notify District if Contractor at any time either comes within the Program's definition of "Employer" or if Contractor no longer qualifies for an exemption to the Program. In either event, Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of the Contract, including any option period. The District may also require, at any time during the term of the Contract and at its sole discretion, that Contractor demonstrate to the District's satisfaction that Contractor either continues to remain outside of the Program's definition of "Employer" and/or that Contractor continues to qualify for an exception to the Program. Unless Contractor satisfies this requirement within the time frame permitted by the District, Contractor shall immediately be required to pay the living wage for the remaining term of the Contract, including any option period.
- (d) **Contractor's Submittal of Certified Monitoring Reports.** Contractor shall submit to the District certified monitoring reports at a frequency instructed by the District. The certified monitoring reports shall list all of the Contractor's employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid by Contractor for health benefits, if any, for each of its employees. The certified monitoring reports shall also state the name and identification number of Contractor's current health care benefits plan, and Contractor's portion of the premiums paid as well as the portion paid by each Employee. All certified monitoring reports shall be

submitted on forms provided by the District, or any other form approved by the District which contains the above information. The District reserves the right to request any additional information it may deem necessary. If the District requests additional information, Contractor shall promptly provide such information. Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

- (e) **Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims.** During the term of this Contract, if the Contractor becomes aware of any labor law/payroll violation or any complaint, investigation or proceeding ("claim") concerning any alleged labor law/payroll violation (including but not limited to any violation or claim pertaining to wages, hours and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), the Contractor shall immediately inform the District of any pertinent facts known by the Contractor regarding same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of the Contractor's Contract with the District, but instead applies to any labor law/payroll violation or claim arising out of any of the Contractor's operations in California.
- (f) **District Auditing of Contractor Records.** Upon a minimum of twenty-four (24) hours' written notice, the District may audit, at Contractor's place of business, any of Contractor's records pertaining to the Contract, including all documents and information relating to the certified monitoring reports. Contractor is required to maintain all such records in California until the expiration of four (4) years from the date of final payment under the Contract. Authorized agents of the District shall have access to all such records during normal business hours for the entire period that records are to be maintained.
- (g) **Notifications to Employees.** Contractor shall place County-provided living wage posters at each of Contractor's place of business and locations where Contractor's employees are working. Contractor shall also distribute County-provided notices to each of its Employees at least once per year. Contractor shall translate into Spanish and any other language spoken by a significant number of Employees the posters and handouts.
- (h) **Enforcement and Remedies.** If Contractor fails to comply with the requirements of this §415, the District shall have the rights and remedies described herein in addition to any rights and remedies provided by law or equity.

- (1) **Remedies For Submission of Late or Incomplete Certified Monitoring Reports.** If Contractor submits a certified monitoring report to the District after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of the Contract. In the event of any such breach, the District may, in its sole discretion, exercise any or all of the following rights/remedies:
- (A) **Withholding of Payment.** If Contractor fails to submit accurate, complete, timely and properly certified monitoring reports, the District may withhold from payment to Contractor up to the full amount of any invoice that would otherwise be due, until Contractor has satisfied the concerns of the District, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
- (B) **Liquidated Damages.** It is mutually understood and agreed that Contractor's failure to submit an accurate, complete, timely and properly certified monitoring report will result in damages being sustained by the District. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete or uncertified, it is agreed that the District may, in its sole discretion, assess against Contractor liquidated damages in the amount of One Hundred Dollars (\$100) per monitoring report for each day until the District has been provided with a properly prepared, complete and certified monitoring report. The District may deduct any assessed liquidated damages from any payments otherwise due Contractor.
- (C) **Termination.** Contractor's failure to submit an accurate, complete, timely and properly certified monitoring report may constitute a material breach of the Contract. In the event of such material breach, District may, in its sole discretion, terminate the Contract.

- (2) **Remedies for Payment of Less than the Required Living Wage.** If Contractor fails to pay any Employee at least the applicable hourly living wage rate, such deficiency shall constitute a breach of the Contract. In the event of any such breach, the District may, in its sole discretion, exercise any or all of the following rights/remedies:
- (A) **Withholding Payment.** If Contractor fails to pay one or more of its Employees at least the applicable hourly living wage rate, the District may withhold from any payment otherwise due Contractor the aggregate difference between the living wage amounts Contractor was required to pay its Employees for a given pay period and the amount actually paid to the Employees for that pay period. The District may withhold said amount until Contractor has satisfied the District that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
 - (B) **Liquidated Damages.** It is mutually understood and agreed that Contractor's failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by the District. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, it is agreed that the District may, in its sole discretion, assess against Contractor liquidated damages of Fifty Dollars (\$50) per Employee per day for each and every instance of an underpayment to an Employee. The District may deduct any assessed liquidated damages from any payments otherwise due Contractor.
 - (C) **Termination.** Contractor's failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of the Contract. In the event of such material breach, District may, in its sole discretion, terminate the Contract.
- (3) **Debarment.** In the event Contractor breaches a requirement of this §415 the District may, in its sole discretion, bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, not to exceed three (3) years.

- (i) **Use of Full-Time Employees.** Contractor shall assign and use full-time employees of Contractor to provide services under the terms of the Contract unless Contractor can demonstrate to the satisfaction of the District that it is necessary to use non-full-time employees based on staffing efficiency or District requirements for the work to be performed under the Contract. It is understood and agreed that Contractor shall not, under any circumstance, use non-full-time employees for services provided under the Contract unless and until the District has provided written authorization for the use of same. Contractor submitted with its proposal a full-time employee staffing plan. If Contractor changes its full-time employee staffing plan, Contractor shall immediately provide a copy of the new staffing plan to the District.

- (j) **Contractor Retaliation Prohibited.** Contractor and/or its employees shall not take any adverse action which would result in the loss of any benefit of employment, any contract benefit, or any statutory benefit for any employee, person or entity who has reported a violation of the Program to the District or to any other public or private agency, entity or person. A violation of the provisions of this paragraph may constitute a material breach of the Contract. In the event of such material breach, District may, in its sole discretion, terminate the Contract.

- (k) **Contractor Standards.** During the term of the Contract, Contractor shall maintain business stability, integrity in employee relations and the financial ability to pay a living wage to its employees. If requested to do so by the District, Contractor shall demonstrate to the satisfaction of the District that Contractor is complying with this requirement.

- (l) **Employee Retention Rights.** (1) Contractor shall offer employment to all retention employees who are qualified for such jobs. A “retention employee” is an individual:
 - (A) Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the Federal Fair Labor Standards Act; and

 - (B) Who has been employed by a contractor under a predecessor Proposition A contract or a predecessor cafeteria services contract with the District for at least six months prior to the date of this new Contract, which predecessor contract was terminated by the District prior to its expiration; and

 - (C) Who is or will be terminated from his or her employment as a result of the District entering into this new Contract.

2. Contractor is not required to hire a retention employee who:
 - (A) Has been convicted of a crime related to the job or his or her performance; or
 - (B) Fails to meet any other District requirement for employees of a contractor.
3. Contractor shall not terminate a retention employee for the first 90 days of employment under the Contract, except for cause. Thereafter, Contractor may retain a retention employee on the same terms and conditions as Contractor's other employees.

(m) **Neutrality in Labor Relations.** Contractor shall not use any consideration received under the Contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of Contractor's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the Federal National Labor Relations Act.

§416. Debarment and Suspension. The Contractor certifies that it has not been subject to debarment and suspension under any Federal, State or local grant program and will immediately inform the District of any future debarment or suspension. Said certification, which shall be in a form acceptable to the District, shall be submitted to the District no later than execution of this Contract by Contractor.

- (a) A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.
- (b) The Contractor is hereby notified that, in accordance with County Code Chapter 2.202, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in this Agreement, debar the Contractor from bidding on County contracts for a specified period of time not to exceed three (3) years, and terminate any or all existing contracts the Contractor may have with the County.
- (c) The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a contract with the County, (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform

a contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

- (d) If there is evidence that the Contractor may be subject to debarment, the District will notify the Contractor in writing of the evidence that is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- (e) The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.
- (f) A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

§417. Nepotism. Except where the situation warrants it, the Contractor certifies that it shall not hire nor permit the hiring of any person in a position funded under this Agreement if a member of the person's immediate family is employed in an administrative capacity by the Contractor. For the purpose of this **§417**, the term "immediate family" means spouse (common law or otherwise), child, mother, father, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, step-parent, step-child, or such other relationship which would give rise to a substantial appearance of impropriety if the person were to be hired by the Contractor. The term "administrative capacity" means persons who have overall administrative responsibility for a program, including but not limited to selection, hiring, or supervisory responsibilities.

§418. Notification of Federal Earned Income Credit. With thirty (30) days of execution of this Agreement, the Contractor certifies that it shall notify its employees, and shall require each subcontractor, if any, to notify its employees, that they may be eligible for Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in *Internal Revenue Service Notice 1015*.

§419. Prohibited Activity. To the extent applicable, the Contractor represents and warrants that it will not engage in or permit any religious proselytizing or political propagandizing in connection with the performance of this Agreement. The Contractor agrees to comply with the provision of the Federal Hatch Act and with Section 675e of Subtitle B of Title VI of Public Law 101-121 (31 USC § 1352) which prohibits use of federal funds to influence the award of federal contracts or grants.

§420. Authorization Warranty. The Contractor represents and warrants that the person executing this Agreement on behalf of the Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation set forth in this Agreement, and that all requirements of Contractor have been fulfilled to provide such actual authority.

§421. Jury Service Program Ordinance

(A) **Jury Service Program.** This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

(B) **Written Employee Jury Service Policy.**

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term,

temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program.

If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its “exception status” from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program’s definition of “Contractor” or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County’s satisfaction that Contractor either continues to remain outside of the Jury Service Program’s definition of “Contractor” and/or that Contractor continues to qualify for an exception to the Program.
4. Contractor’s violation of this Section of the contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

For the purpose of §421 (B), references to the County also include District.

§500. INDEPENDENT STATUS

§501. Independent Contractor. The Contractor shall at all times be acting as an independent contractor. This Contract is not intended, and shall not be construed to create the relationship of agent, servant, employee, partner, joint venture, or association, as between the District and the Contractor. The employees and agents of one party shall not be, nor be construed to be, the employees or agents of the other party for any purpose whatsoever. Contractor understands and agrees that all of Contractor’s personnel are employees solely of the Contractor and not of the District for purposes of workers’ compensation liability.

§502. No Right to Bind District. As an independent contractor, Contractor has no power or authority to bind the District to any obligations, agreements, or contracts.

§600. INDEMNIFICATION AND INSURANCE

§601. Indemnification. The Contractor shall indemnify, defend and save harmless the District, its officers, employees and agents from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, without limitation, claims for bodily injury, death, personal injury, or property damage, including damage to District's property, arising from or connected with Contractor's operations or services hereunder (including any Workers' Compensation or FICA suits, liability, or expense) or which may be caused or alleged to be caused by any act, omission to act, on the part of the Contractor or any of its employees or agents, resulting in any infringement upon personal rights, such as libel, slander, invasion of privacy, and copyright violation, or by any act or omission to act on the part of the Contractor, its employees or agents, which results in a dangerous or defective condition on any District premises, or otherwise arising from or connected with the Services provided hereunder by or on behalf of the Contractor by any person pursuant to this Agreement.

- (a) The Contractor shall also defend and indemnify the District from any liability arising from the performance of this Agreement as a result of an audit of funds received under this Agreement due to the negligent acts or omissions of the Contractor in the performance of this Agreement.

§602. Insurance. Without limiting the Contractor's indemnification of the District, and except as otherwise provided herein, the Contractor shall provide and maintain at its own expense during the term of this Agreement the following program(s) of insurance covering its operations hereunder. Such insurance, which shall be provided by insurer(s) satisfactory to the County's Risk Manager, shall be primary to and not contributing with any other insurance maintained by the District. Proof of insurance shall be delivered to the Fire Department Contract Monitoring Unit on or before the effective date of this Agreement and on the first Friday in January or upon the expiration of its current coverage of each year this Agreement is in effect. Such evidence shall specifically identify this Agreement and shall contain express conditions that the District is to be given written notice by registered mail at least thirty (30) days in advance of any modification or termination of any program of insurance.

All insurance required hereunder shall be primary with respect to any insurance maintained by the District and shall not call on District's program for contributions. Program(s) of insurance shall include:

- (a) **Comprehensive General Liability:** A program, including but not limited to comprehensive general liability, written on a commercial general liability form or on a comprehensive general liability form covering the hazards of premises/operations, contractual, independent contractors, advertising, products/completed operations, use of firearms, broad form property damage, and personal injury with a combined single limit of not less than One Million

Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in aggregate. Such insurance shall be primary to and not contributing with any other insurance maintained by the District and shall name the District as an additional insured.

- (1) If written with an annual aggregate limit, the policy limit should be three (3) times the above required occurrence limit.
- (2) If written on a claim made form, the Contractor shall be required to provide an extended two-(2) year reporting period commencing upon termination or cancellation of this Agreement.

(b) **Comprehensive Automotive Liability:** A program, including but not limited to comprehensive auto liability, endorsed for all owned, non-owned, and hired vehicles, with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence. Such insurance shall be primary to and not contributing with any other insurance maintained by the District and shall name the District as an additional insured.

(c) **Workers' Compensation:** A program of workers' compensation insurance in an amount and form to meet all applicable requirements of the *California Labor Code*, including Employers Liability with a One Million Dollar (\$1,000,000) limit, and which specifically covers all persons providing services by or on behalf of the Contractor and all risks to such persons under this Agreement.

§603. Self-Insurance and Self-Insured Retentions. Self-insurance programs are subject to separate approval by the District upon review of evidence of Contractor's financial capacity to respond. Additionally, such programs must provide the District with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance. The County may, in its sole discretion, consider a self-insured program as an alternative to commercial insurance from the Contractor upon review and approval of the following:

- (a) A formal declaration to be self-insured for the type and amount of coverage indicated. This can be a corporate resolution or a certified statement from a corporate official or an authorized principal of a partnership or a sole proprietorship. Contractor must notify the District immediately of discontinuation or substantial change in the program.
- (b) Agreement to provide the District at least the same defense of suits and payment of claims as would be provided by first-dollar commercial insurance.
- (c) Agreement to notify the District immediately of any claim, judgment, settlement, award, verdict or change in Contractor's financial condition

which would have a significant negative effect on the protection that the self-insurance program provides the District.

- (d) Name, address and telephone number of Contractor's legal counsel and claims representative, respectively, for the self-insurance program.
- (e) Financial statement that gives evidence of Contractor's capacity to respond to claims falling within the self-insured program. Re-submission is required at least annually for the duration of the affected operation or more frequently at District's request. FAILURE TO COMPLY WILL RESULT IN WITHDRAWAL OF DISTRICT APPROVAL.

§604. Failure to Procure or Maintain Insurance.

- (a) Failure on the part of the Contractor to procure or maintain insurance or otherwise satisfy the requirements of this §600, shall constitute a material breach upon which the District may, in its sole discretion, immediately terminate or suspend this Agreement or procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the District shall be repaid by the Contractor to the District upon demand or the District may set off the cost of the premiums against any monies due to the Contractor from the District.
- (b) In the event that the Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to the District, the Contractor shall pay full compensation for all costs incurred by the District.

§700. OPERATIONAL RESPONSIBILITIES.

§701. District Rules. Contractor shall, in all details of the security services to be performed by Contractor, comply with and abide by all applicable rules, regulations and directions of the District, including those issued by the Building Complex Manager of the Fire Department.

§702. Permits/Licenses. Contractor shall comply with all applicable District and local ordinances and all Federal and State laws, and in the course thereof obtain and keep in effect all permits and licenses required to conduct the Services.

§800. AUDITS/RECORDS/REPORTS.

§801. Audits.

- (a) The District, including its Auditor-Controller, shall at all times have access for audit purposes to the books, records, and accounts maintained by the Contractor in connection with all money paid and/or expended under the terms of this Agreement.

- (b) If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, authorized representatives of District conduct an audit of Contractor regarding the services provided to District hereunder and if such audit finds that District's dollar liability for such services is less than payments made by District to Contractor, then Contractor agrees that the difference, at the District's discretion, shall be either:
 - (1) Repaid forthwith by Contractor to District by cash payment; or
 - (2) At District's option, credited against future payments hereunder to Contractor. If such audit finds that District's dollar liability for services provided hereunder is more than payments made by District to Contractor, then the difference shall be paid to Contractor by District provided that in no event shall the District's maximum obligation for this Agreement exceed the maximum contract sum.

§802. Inspection of Records

- (a) During normal business hours, Contractor shall allow the District to inspect the books, records, documents and other evidence bearing on the costs and expenses of the Contractor with respect to work performed hereunder to determine compliance with the terms of this Agreement, and shall allow the Building Complex Manager, the District and/or other authorized Federal or State governmental representatives access for any other purpose incidental to the performance of the responsibilities of those governmental entities.
- (b) All material subject to inspection, including time cards signed by employee and supervisor, and all pertinent cost, accounting, financial records, and proprietary data, must be kept and maintained by the Contractor in a location within Los Angeles County for a period of five (5) years after completion of this Agreement unless District's written permission is obtained to dispose of material prior to this time. In the event Contractor's books, records or documents are located outside the County of Los Angeles, the Contractor agrees to pay the District for traveling and per diem costs connected with an inspection or audit.

§803. Records/Data.

- (a) All data and information collected by Contractor in performance of its obligations under the terms of this Agreement shall remain or become the property of the District and shall not be appropriated by the Contractor for private, proprietary use. All security materials, reports and other data collected during the term of this Agreement shall be relinquished to the District upon termination of this Agreement.

- (b) The Contractor shall maintain all books, records, documents or other evidence bearing on the costs and expenses of the Contractor with respect to work performed hereunder, as are deemed necessary or required by the County or Federal or State regulations or rules, for five (5) years after final settlement under this Agreement unless permission to destroy them is granted by authorized District representatives.
- (c) District obtains the right to use, duplicate and disclose in whole or in part, in any manner, for any purpose whatsoever, any information or data generated from the services rendered by the Contractor under the terms of this Agreement.

§804. Confidentiality. The Contractor shall maintain the confidentiality of all records and information, including but not limited to information about the District's security system, program and practices, in accordance with all applicable Federal, State and local laws, regulations, ordinances, and directives, and shall not disclose such information except as expressly authorized by law or court order. Contractor shall inform all its officers, employees, and agents providing services hereunder of the confidentiality provisions of this Agreement. Contractor shall defend, protect, and hold harmless District, its officers, employees and agents, from and against any and all liability, expense, and demands arising out of the disclosure of records and information by Contractor, its officers, employees, or agents.

§805. Progress Reports. The Contractor shall, at the direction of the Contract Administrator, submit periodic progress reports outlining progress in completing services set forth in this Agreement.

§900. TERMINATION/CANCELLATION OF SERVICES

§901. Termination for Default.

- (a) Subject to the provisions outlined herein, the District may, by written notice of default to Contractor, terminate in whole or any part of this Agreement in any one of the following circumstances:
 - (1) If Contractor fails to perform the service within the time specified in this Agreement or any extension thereof; or
 - (2) If Contractor fails to perform or comply with any provision of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these two (2) circumstances does not cure such failure within a period of ten (10) calendar days (or such longer period as District may authorize in writing) after receipt of notice from District specifying such failure; or

- (3) If Contractor fails to continue to do business in the ordinary course.
- (a) Without limitation of any additional rights or remedies to which it may be entitled, if the District terminates all or part of the Contractor's services for Contractor's Default, the District, in its sole discretion, may procure replacement services. In this event, Contractor agrees to pay the District an amount equal to the actual costs incurred by District in replacing Contractor's services. Indemnification shall be made for the time Contractor fails to perform under the terms and conditions of this Agreement. In addition to the above payments, damages arising from Contractor's failure to perform will apply in all cases except where failure to perform arises out of causes beyond the control and without fault or negligence of Contractor.
- (b) Except with respect to defaults of subcontractor(s), Contractor shall not be liable for any excess costs if the failure to perform the Agreement arises out of causes beyond the control and without the fault or negligence of Contractor. Such causes may include, but are not restricted to:
- (A) Acts of God or of the public enemy;
- (B) Acts of District in either its sovereign or contractual capacity;
- (C) Acts of the Federal or State government in its sovereign capacity; fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of Contractor.
- (4) If the failure to perform is caused by the default of a subcontractor(s), and if such default arises out of causes beyond the control of both the Contractor and subcontractor(s), and without the negligence of either of them, Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor(s) were obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.
- (5) In the event the Contractor performance is excused in accordance with this paragraph c, and the services are not provided, the Contractor agrees to reimburse the District any amounts previously paid by the District; excluding extraordinary costs and expenses

incurred by the Contractor as a direct result of instructions from the District; provided, however, that such costs and expenses have been approved by the Chief of the Fire Department and/or the Contractor Administrator in their sole discretion.

- (b) If, after Notice of Termination of this Agreement under the provisions of this clause, it is determined for any reason that Contractor was not in default under the provisions of this §901, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the Notice of Termination had not been issued pursuant to §903 ("Termination for Convenience").
- (c) The rights and remedies of District provided in this clause shall be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.
- (d) As used herein, the terms "subcontractor(s)" mean persons, companies, corporations, or other organizations furnishing supplies, services of any nature, equipment or materials to Contractor, at any tier, under oral or written agreement.

§902. Default for Insolvency. District may cancel this Agreement forthwith for default in the event of the occurrence of any of the following:

- (a) Insolvency of the Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has committed an act of bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Law or not.
- (b) Filing of a voluntary petition to have the Contractor declared bankrupt.
- (c) Appointment of a Receiver or Trustee for Contractor.
- (d) Execution by Contractor of an assignment for the benefit of creditors.

The rights and remedies of District provided in this §902 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

§903. Termination for Convenience.

- (a) Except as otherwise provided in this Agreement, the District may terminate this Agreement upon twenty-four (24) hours written notice to the Contractor without liability for any services to be performed after the date of such cancellation/termination, when such action is deemed by the District to be in

its best interest. Termination of work hereunder shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of work under this Agreement is terminated, and the date upon which such termination becomes effective. In the event of termination, the District shall pay the Contractor for all services completed prior to the effective date of such termination less payments previously paid by the District for such services.

- (b) Except as otherwise provided in this Agreement, the Contractor may terminate this Agreement upon fifteen (15) days written notice to the District without liability for any services to be performed after the date of such cancellation/termination. In the event of termination, the Contractor shall repay the District for payments made for services not completed prior to the effective date of such termination.

§904. Termination for Improper Consideration.

- (a) The District may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Agreement if it is found that consideration, in any form, was offered or given by the Contractor either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to the Contractor's performance pursuant to the Agreement. In the event of such termination, the District shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.
- (b) Contractor shall immediately report any attempt by a District officer or employee to solicit such improper consideration. The report shall be made either to the District manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.
- (c) Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

§905. Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program. Failure of Contractor to maintain compliance with the requirements set forth in §413 shall constitute a default by Contractor under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure to cure such default within 90 days of notice by the Los Angeles County Child Support Services Department shall be grounds upon which the customer may terminate this Agreement.

§906. Termination for Non-Appropriation of Funds. The District's obligation is payable only from funds appropriated for the purpose of this Agreement. All funds for payments after the end of the current fiscal year are subject to the District's legislative appropriation for this purpose. In the event this Agreement extends into succeeding fiscal year periods and the Board of Supervisors does not allocate sufficient funds for the next succeeding fiscal year payments, services shall automatically be terminated in accordance with the provisions of **§903** (Termination for Convenience), as of the end of the then current fiscal year. The District shall make a good faith effort to notify the Contractor in writing of such non-allocation at the earliest time.

§907. Contractor Action upon Termination. After receipt of a Notice of Termination pursuant to the terms of this Agreement, and except as otherwise directed by the District Contract Administrator or his designee, the Contractor shall:

- (a) Incur no new or additional obligations in connection with the terminated work, and on the date set in the Notice of Termination, the Contractor shall stop work to the extent specified.
- (b) Take all reasonable steps to minimize costs allocable to the work terminated by the notice.
- (c) Terminate outstanding orders and subcontracts as they relate to the terminated work. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and order connected with the terminated work.
- (d) Complete performance of such part of the work that shall not have been terminated by the Notice of Termination.

§908. Liquidated Damages.

- (a) All the time limits and acts required to be done by both parties are of the essence of this Agreement. If Contractor fails to perform or complete the required work at the times set forth herein, then it is mutually understood and agreed that the nature of the resultant damages will be extremely difficult and impractical to fix. District and Contractor have endeavored to fix the amount of said damages in advance; such that the amounts set forth hereunder are the nearest and most exact measures of damages for such breach that can be fixed at or after such breach; and that, therefore, District and Contractor hereby fix the liquidated damages set forth hereinafter, not as a penalty or forfeiture for breach of this Agreement.
- (b) In any case of any such breach, District may assess such liquidated damages and deduct said amount from the amount due Contractor under this Agreement.

- (c) District shall inspect the work and judge Contractor performance pursuant to this Agreement. If, when contract work is incomplete and/or unsatisfactory, District or a contractor assigned by District may perform the necessary service to bring the area into conformance with the terms/conditions of this Agreement. The cost as determined by District, of this service to the District will be deducted from the regular fee and will include labor, materials, and overhead.
- (d) When Contractor fails to provide the services specified in this Agreement, the amount payable under said Agreement shall be reduced at the option of the District either:
 - (1) By the value of services not performed; or
 - (2) By the cost to District for labor, materials, and overhead for services Contractor does not furnish; or
 - (3) By the amount of damages for failure to remedy a complaint/discrepancy which is found to be justified by the District.
- (e) District agrees to provide Contractor with Discrepancy Reports indicating the deficiencies.

§1000. GENERAL PROVISIONS.

§1001. Contract Modifications/Amendments.

- (a) This Agreement fully expresses the agreement of the parties. Except where expressly provided herein, any modification or amendment of the terms and conditions of this Agreement must be by means of a separate written document approved by the Los Angeles County Board of Supervisors and/or such official designated by the Board of Supervisors to enter into such amendment. No oral conversation between any officer or employee of the parties shall modify or otherwise amend this Agreement in any way.
- (b) Changes or modifications which do not add requirements or materially alter the scope of work, increase the period of performance in the aggregate by more than six (6) months, or materially alter any term or condition included in this Agreement, a Change Notice shall be prepared and executed by the Building Complex Manager and/or his designee and the Contractor.

§1002. Assignments. This Agreement may not be assigned, in whole or in part, without the written consent of the District. Absent such approval, any attempt by the Contractor to assign this Agreement shall be void and shall constitute a material breach of this Agreement upon which the District may immediately terminate this Agreement.

§1003. Subcontracting.

- (a) No performance of this Agreement or any portion thereof may be subcontracted by the Contractor without the prior express written consent of the Building Complex Manager or his authorized designee.
- (b) Any attempt by the Contractor to subcontract any performance of the terms or conditions of this Agreement without the express written consent of the District Contract Administrator or his authorized designee shall be null and void and shall constitute a breach of this Agreement. In the event of such a breach, the District may terminate this Agreement immediately.
- (c) All requests for approval to enter into a subcontract shall be directed to the District Contract Administrator and shall, at a minimum, include:
 - (1) A description of the services to be provided by the subcontract; and
 - (2) Identification of the proposed subcontractor(s) and an explanation of why and how the proposed subcontractor(s) were selected.
- (d) Subcontracts shall be made in the name of the Contractor and shall neither bind nor purport to bind the District. The making of subcontracts hereunder shall not relieve the Contractor of any requirement under the terms of this Agreement, including, but not limited to, the duty to properly supervise and coordinate the work of subcontractor(s). Approval of the provisions of any subcontract by the Building Contract Manager shall not be construed to constitute a determination of the allowability of any cost under this Agreement. In no event shall approval of any subcontract by the Building Complex Manager be construed as affecting any increase in the amount of this Agreement.

§1004. Disputes. Any disputes between District and Contractor regarding the performance of services reflected in this Agreement shall be brought to the attention of the District Contract Administrator(s). If the District Contract Administrator(s) is not able to resolve the dispute, the Building Complex Manager or his designate shall resolve it.

§1005. Notices.

- (a) The Contract Administrator shall be the District representative to whom the Contractor shall forward all notices, documents, reports, and records as required herein. Notices to the parties shall be addressed as listed in the Agreement.
- (b) Notices, demands and communications to be given hereunder by either party shall be made in writing and may be effected by personal delivery or by

registered or certified mail, postage prepaid, return receipt requested, and shall be deemed communicated as of the date of mailing.

- (c) If the name and/or address of the person designated to receive the notices, demands or communications changes, the affected party shall notify the other party in writing of such change in accord with this **§1005**, within five (5) working days of said change.
- (d) Notwithstanding any other provision of this Agreement, in the event of suspension or termination of this Agreement, notices may also be given upon personal delivery to any person whose action or knowledge or such suspension or termination would be sufficient notice to the Contractor. Actual knowledge of such suspension or termination by an individual Contractor or by a co-partner, if Contractor be a partnership, or by the president, vice president, secretary or general manager, if the Contractor be a corporation, or by the managing agent regularly in charge of the work on behalf of the Contractor, shall in any case be sufficient notice.

§1006. Waivers.

- (a) Any waiver by the District of any breach of any one or more of the covenants, conditions, terms and agreements contained herein shall not be construed to be a waiver of any subsequent or other breach of the same or any other covenant, condition, term or agreement contained herein, nor shall failure on the part of the District to require exact, full and complete compliance with any of the covenants, conditions, terms or agreements contained herein be construed as in any manner changing the terms of this Agreement or stopping the District from enforcing the full provision thereof.
- (b) No delay, failure, or omission of the District to exercise any right, power, privilege or option, arising from any default, nor any subsequent payments then or thereafter made shall impair any such right, power, privilege or option, or be construed as a waiver of or acquiescence in such default or as a relinquishment of any right.
- (c) Waivers of the provisions of this Agreement shall be in writing and signed by the Chief of the Fire Department and/or the Contract Administrator, as applicable.

§1007. Non-exclusivity. Nothing in this Agreement is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Agreement shall not restrict District from acquiring similar, equal or like services from other entities or sources.

§1008. Endorsement. The Contractor shall not, in any manner, advertise, publish or represent that the District endorses the services herein provided without the prior

written consent of the District. Any published document, opinion or article referencing the District must have prior written consent of the District Contract Administrator.

§1009. Validity. The invalidity of any provision of this Agreement shall not void or affect the validity of any other provision.

§1010. Governing Law. This Agreement shall be governed by, and construed in accordance with the laws of the State of California. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue to any action brought hereunder shall be exclusively in the County of Los Angeles, California.

§1011. Interpretation. No provision of this Agreement is to be interpreted for or against either party because that party or that party's legal representative drafted such provision.

§1012. Entire Agreement.

- (a) This Agreement constitutes the entire, full, complete and exclusive statement of understanding between the parties, which supersede all previous written or oral agreements, and all prior communications between the parties relating to the subject matter of this Agreement.
- (b) Contractor warrants that it has received a copy of this Agreement, including all exhibits thereto, and upon execution of this Agreement, it shall be Contractor's responsibility to retain on file, and to abide by the entire Agreement.

§1013. Captions. The section headings appearing herein shall not be deemed to govern, limit, modify or in any way affect the scope, meaning or intent of these terms and conditions.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles, as the governing body of the Consolidated Fire Protection District of Los Angeles County, has caused this Contract to be subscribed by its Chairman and the seal of said Board to be hereto affixed and attested by the Executive Officer thereof, and Contractor has caused this Contract to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

CONSOLIDATED FIRE PROTECTION
DISTRICT OF LOS ANGELES COUNTY

By _____
Chairman, Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer-Clerk of
the Board of Supervisors

By _____

Deputy
APPROVED AS TO FORM:
LLOYD W. PELLMAN
County Counsel

By _____
Deputy

Contractor

By _____

Title: _____

LOCATION ADDRESSES

FOR ARMED SECURITY SERVICES AT DISTRICT FACILITIES

Contractor is to provide armed security services to the Los Angeles County Fire Department at two (2) facilities.

- 1) County of Los Angeles Fire Department –
Headquarter –Training Center - FCCF
1320 North Eastern Avenue
Los Angeles, California 90063-3294

- 2) County of Los Angeles Fire Department –
Pacoima Warehouse – Area Control
12605 Osborne Street
Pacoima, California 91331-2129

STATEMENT OF WORK

FOR ARMED SERVICES AT DISTRICT FACILITIES

General Statement of Requirements

This Exhibit B (Statement of Work) defines the scope of work to be performed by the Contractor under the Contract to provide armed security services at the District's two locations.

The District shall have the right to delete and add facilities based on organization and/or operational requirements during the term of the Contract.

1. Personnel Required

- 1.1 Contractor shall provide sufficient staffing to meet the level that is acceptable to District and as specified for each location designated in the Statement of Work Minimum Staffing Plan.
- 1.2 District's Contract Administrator may, at his/her sole discretion, direct Contractor to replace any employee. Contractor shall remove the employee from his/her post or assignment and shall not reassign this employee to any District facility listed in the Contract without authorization from the District Contract Administrator or appointed designee. No written or verbal explanation for removal shall be required or supplied by District.
- 1.3 Regularly staffed facilities and/or posts may be added or deleted during the Contract period with a five (5) day written notice from District. A telephone notification by District shall be made for facilities needing immediate coverage.

2. Contractor Personnel

- 2.1 Project Manager: Contractor's Project Manager shall be responsible for the overall management and coordination of the Contract and shall act as the central point of contact with District.
- 2.2 Supervisors: Contractor shall provide one (1) "on duty" District approved supervisor for every shift of ten (10) guards covered by Contractor.
- 2.3 Security Guards: Contractor shall be responsible for providing security guards who shall be competent and qualified staff to fulfill the requirements of the Contract listed in Paragraph 7 "Specific Tasks." Additional criteria for the selection and training of security personnel is provided under Paragraph 5 "Employee Training", and Paragraph 6 "Annual Physical Exams and Requirements."

- 2.4 Background Clearance: Contractor shall provide trained armed security guards. All security guards and Contractor field supervisors shall have passed the District's background investigation/interview and are thereby "District cleared". The Building Complex Manager and the Contract Administrator shall conduct the background investigation interview process.
- 2.4.1 Background clearance investigation costs shall be the responsibility of the District for all Contractor applications submitted during the staffing startup phase. This startup phase shall not exceed a period of three (3) months after the adoption of the Contract by the Board of Supervisors.
- 2.4.2 Contractor shall reimburse District for background clearance investigations on all additional personnel required to fill vacant post assignments during the remaining term of this Contract. The actual cost has a range from Two Hundred Eighty One dollars (\$281.00) to Four Hundred dollars (\$400.00) per candidate. This amount shall be charged to and payable by Contractor, even if the candidate fails the clearance.
- 2.4.3 If it becomes necessary to change the approved Contract by adding new locations or increasing staffing levels, the District shall be responsible for the background clearance investigation costs. If the new post becomes vacant at any time after the initial assignment of Contractor personnel the Contractor shall reimburse the District for additional background clearance investigation costs at the rate in Paragraph "2.4.2" above.
- 2.4.4 Contractor's guards and supervisors who have been involved in any of the following shall not be accepted:
- 1) Any felony conviction.
 - 2) Any sex conviction.
 - 3) Any military conduct that involved dishonorable discharge, bad conduct, or an undesirable discharge.
 - 4) Any pattern of irresponsible behavior including, but not limited to, unreasonable driving or employee record.
 - 5) Any conduct that would preclude the employee from receiving a bond.

- 2.4.5 Contractor shall submit a complete District supplied application to the Fire Department on each prospective guard and supervisor at the time that applicant is referred to District. The application shall address the following:
- 1) Employment History. List applicant's present or last job first, then all jobs held and any periods of unemployment in the past ten (10) years and include security services experience.
 - 2) Military Employment. If relevant, all military experience (regular or reserve) must be documented. Include a copy of applicant's Selective Service Card, military discharge papers DD214. Where applicant does not possess a Selective Service Card or military discharge papers, explain why information is not available.
 - 3) Driving Record. A current printout of the applicant's Motor Vehicle Record is required annually. Printout to be made available to District within five (5) working days of applicant's interview.
 - 4) Credit Report. The applicant's credit history must be documented. Submission to District of an Equifax, Experian, and Trans Union credit report or similar type of credit history company within five (5) working days of interview is required.
- 2.5 Contractor shall be responsible for all training of new personnel and shall issue all related equipment, supplies, and uniforms as specified in Paragraph 4 "Contractor-Furnished Items" and Paragraph 10 "Contractor Responsibilities."

3. District's Quality Assurance

- 3.1 District's Quality Assurance personnel shall perform the following duties:
- 3.1.1 Review Contractor's employee's Training Jackets annually and/or at the request of the District Contract Administrator anytime during the contract period.
 - 3.1.2 Consult with District Contract Administrator and when appropriate, prepare a Contract Discrepancy Report for any deficiencies found.
 - 3.1.3 Review Living Wage Program requirements and certifications monthly.
 - 3.1.4 Perform monthly inspections covering all assigned tasks, review results of action taken as a result of Contract Discrepancy Report, and perform on-site inspections and other necessary functions.
 - 3.1.5 Monitor condition of guard equipment as listed in section 4.3 and, if found defective or inadequate shall prepare a Contract Discrepancy Report.

- 3.1.6 District shall forward an invoice to Contractor for all repairs or replacement cost of any lost, stolen, or damaged District equipment assigned to Contractor's personnel along with a Contract Discrepancy Report. Contractor shall be responsible for payment to District within thirty (30) days of such receipt. If payment is not received within thirty (30) days amount shall be deducted from Contractor's invoice for security guard services.
- 3.2 District shall evaluate Contractor's performance under the Contract, using Statement of Work Performance Requirement Summary and/or such procedures as may be necessary to ascertain Contractor's compliance with the Contract.
- 3.3 Performance evaluation meeting shall be held jointly by District's Contract Administrator's staff and Contractor's Project Manager on an annual basis. District's Contract Administrator reserves the right to schedule more frequent meetings, if Contractor's performance does not meet an acceptable quality level. An acceptable quality level will be determined by, but not limited to the Contractor adhering to the Performance Requirement Summary.

4. Contractor – Furnished Items

- 4.1 All equipment provided by either party shall at all times be kept clean, well maintained and up to Contract standards by the Contractor to the satisfaction of the District. Any District equipment that is lost or stolen must be reported **immediately** to the Chief, Fire Department or designee followed with a memo describing the circumstances.
- 4.2 Uniforms. The Contractor must ensure that all on duty guards wear complete District approved uniforms at all times, including uniform jackets, guard name tags; and State approved shoulder patches.

Security personnel shall wear uniforms that have been approved in advance by the Chief, Fire Department. Said uniforms will consist of the following items unless otherwise required under the terms of this Contract.

- (1) Trouser / skirt.
- (2) Shirt / blouse.
- (3) Belt – solid black [smooth or basket-weave].
- (4) Tie – solid black [on request].
- (5) Tie bar.
- (6) Socks – solid black.
- (7) Shoes – solid black, leather, military-type.
- (8) Shoulder patches, as required by Assembly Bill 1582, on both arms of uniform.
- (9) Rain gear [as needed].
- (10) Name tags.

4.3 Equipment

Security Guards shall be equipped with the following items:

- (1) Sam/Sally Browne Belt.
- (2) Handcuff Case.
- (3) *Four* (4) Keepers.
- (4) Key Snap.
- (5) *One* (1) heavy duty 3-cell Flashlight.
- (6) *One* (1) set of Handcuffs plus female key.
- (7) Badge.
- (8) Side Handle Baton with Baton Ring.
- (9) Leather thumb break, or break front holster which specifically fits the issued or carried weapon.

Armed Security Guards shall be equipped with the following additional items:

- (10) Ammunition pouch designed to hold two (2) magazines or two (2) Speedy Loaders.
- (11) A revolver produced by Colt, Ruger, or Smith and Wesson, six (6) shot minimum, four-inch barrel, blue or stainless steel finish, double action, with a firing pin block, .38 S&W Special or .357 magnum caliber only. These firearms have been approved by the Los Angeles County Sheriff's Department as meeting their testing requirements for safety, performance, quality, and training procedures.
- (12) A pistol, semi-automatic, produced by Beretta, Colt, H & K, or Smith and Wesson, minimum three and a half-inch barrel, blue or stainless finish, 9mm caliber only, incorporating the following safety features:

- Manual safety/de-cocking lever;
- Automatic firing pin safety block;
- Half-cock hammer position.

These firearms have been approved by the Los Angeles County Sheriff's Department as meeting their testing requirements for safety, performance, quality, and training procedures.

- (13) Ammunition, for revolver, 18 rounds, .38 Smith & Wesson Special, 125 grain Jacketed or Semi-jacketed Hollow Point ammunition only. NO .357 MAGNUM AMMUNITION SHALL BE IN THE POSSESSION OF ANY SECURITY GUARD WHILE ON DUTY OR ON ANY LOS ANGELES COUNTY FACILITY OR PROPERTY.
- (14) Ammunition, for pistol, semi-automatic, a minimum quantity to fill three (3) magazines for the carried weapon, 9mm Jacketed or Semi-jacketed Hollow Point ammunition. A semi-automatic pistol shall be carried with one round chambered and a full magazine inserted into the pistol, safety on.
- (15) Armed security guards shall only carry a firearm for which they are currently licensed and qualified under the State of California Consumer Affairs' rules and regulations. The firearm shall be listed on their firearms' card issued by Consumer Affairs.
- (16) Each armed security guard shall be required to qualify/requalify twice annually. Once during the first half of the year and once during the second half of the year. Qualification slips shall be filed with their company of employment and be available for audit by personnel of the Fire Department.

The items outlined above will not be furnished, maintained, or paid for by the District. All uniforms and equipment must be maintained in good operating condition and in good appearance.

- 4.4 Replacement. Contractor assumes full responsibility for all equipment issued by the District to Contractor solely for performance of work contained herein. Contractor shall reimburse District, at current replacement rate, for all equipment that is lost, damaged, stolen, or becomes otherwise unavailable due to Contractor negligence. Upon termination of Contract, all equipment shall be returned to the District in good operating condition, less reasonable wear and tear.

5. Employee Training

- 5.1 Contractor shall provide to District, prior to Contract start date, a Training Program List, with names of employees, dates and a complete list of all training completed and training schedule of future training needs.
- 5.2 Contractor shall provide training to its entire contract personnel providing services to District under this Contract, whereby District can be assured that personnel are capable of assuming the responsibilities of their assignments.
- 5.3 Training must focus on and relate directly to duties in the Performance Requirements Summary and to the "Specific Tasks" in Paragraph 7.
- 5.4 Contractor must present to District a detailed plan of how training for supervisors and guards shall be accomplished. This training program must meet with the approval of the Building Complex Manager, Fire Department.
- 5.5 Contractor shall ensure that all firearms training is in compliance with California Firearms Training Standards prescribed by the California Department of Consumer Affairs and is required for all Contractor's guards to be assigned to armed posts.
- 5.6 Contractor must provide weapon screening and magnetometer training to its guards located at District facilities having such equipment. Training must be provided prior to placing such guard at the machine. Contractor shall certify that employee is competent in its use.
- 5.7 Contractor shall ensure that employee training also includes:
 - 5.7.1 Orientation/Duties and Function of Contractor Guards (2 hours Preliminary Training):
 - 1) What is Security
 - 2) Public Relations
 - 3) Maintenance and safeguarding of uniform and equipment
 - 4) Appearance
 - 5) Role of Guard (Contract guards will respond and handle situation not merely observe and report)
 - 6) Note taking/Reporting
 - 5.7.2 Legal Powers and Limitations (2 hours Preliminary Training)
 - 1) Prevention versus apprehension
 - 2) Use of force
 - 3) Search and seizure
 - 4) Arrest powers
 - 5.7.3 Prevention/Protection (6 Hours)

- 1) Patrolling
- 2) Checking for hazards
- 3) Access control
- 4) Interviewing techniques
- 5) District rules/regulations
- 6) Inspections
- 7) Safety
- 8) Circulation control

5.7.4 Enforcement (6 Hours)

- 1) Techniques of searching
- 2) Handling juveniles
- 3) Handling mentally disturbed persons
- 4) Parking/traffic control
- 5) Enforcing employee work rules/regulations
- 6) Observation/Description
- 7) Preservation of evidence
- 8) Criminal/Civil law
- 9) Crimes in progress
- 10) Unruly persons
- 11) Defensive tactics
- 12) Procedures for bomb threats
- 13) Procedures during fires, explosions, floods, demonstrations

5.7.5 Special Problems (4 Hours)

- 1) Vandalism
- 2) Escort
- 3) Arson
- 4) Burglary
- 5) Robbery
- 6) Theft
- 7) Loitering
- 8) Drugs/Alcohol
- 9) Sabotage
- 10) Espionage
- 11) Terrorism

5.7.6 General Emergency Services (6 Hours)

- 1) Communications
- 2) Crowd Control
- 3) Fire control systems/Fire prevention
- 4) Safeguarding District property
- 5) Law enforcement/Private security relationships
- 6) Responding to alarms

Every Contractor's guard and supervisor must successfully pass each Training Block with a minimum score of seventy-five 75% to be eligible to work (be assigned to a District Facility).

- 5.8 District has the right to audit Contractor's training classes at District's discretion. Contractor shall make available all training records within 5 days upon request.
- 5.9 Contractor shall provide at least quarterly in-service training to all assigned security personnel to include review of basic material to assure that personnel have the ability to perform satisfactorily. Contractor shall provide documentation of such training to the Building Complex Manager, Fire Department at the completion of each training session.
- 5.10 Employee Training Jacket. Contractor shall be responsible for maintaining a Training Jacket for each employee assigned to a District facility. The training jacket shall serve as a source to maintain all copies of required certifications, training records and training completion dates, and a biography of each employee. At a minimum the following items shall be included.
- 5.10.1 Background Investigation Reports
- 5.10.2 Copy of current Cardiopulmonary Resuscitation Certificate (CPR) Card sponsored or approved by the American Red Cross or American Heart Association.
- 5.10.3 Copy of current State of California Guard Registration Card.
- 5.10.4 Copy of current State of California Firearms Qualification Card (Armed guards only).
- 5.10.5 Copy of P.O.S.T. Certification in Baton Training.
- 5.10.6 Copy of current First Aid Certificate.
- 5.10.7 Copy of Valid California class "C" Drivers License.
- 5.10.8 Copy of Radio Communication Certification.
- 5.11 Contractor shall monitor for each employee the expiration dates for all required

certifications and required training and ensure all training and required certifications are kept current.

- 5.12 Contractor shall be assessed a Monetary Assessment by the District as shown on the Performance Requirement Summary for failure to comply with any segment of this Paragraph 5.

6. Annual Physical Exams and Requirements

- 6.1 Contractor supervisors and guards shall be in good general health without physical defects or abnormalities, which would interfere with the performance of required duties.

- 6.2 Contractor, at its own expense, shall have each of its employees who perform services under this Contract examined for fitness by a licensed physician.

- 6.3 Contractor shall provide written certification to the Building Complex Manager, Fire Department that each of its employee's who perform services hereunder is free from contagious disease, that they have been immunized against common communicable diseases, and is physically capable to perform such services.

- 6.4 All employees to be hired by Contractor for assignment to District facilities under this Contract must undergo a physical examination at Contractor's own expense before commencing services and annually thereafter.

- 6.5 Such physical examination shall include at the following: TB Test, Hepatitis B, vision and other tests, as requested by the District, designed to control the spread of infectious disease.

- 6.6 Medical records shall be available for review upon the request of the Contract Administrator.

7. Specific Tasks

The tasks outlined below are specific, but will vary from facility to facility. It is the responsibility of the Contractor to disseminate information to all security personnel working on this Contract, including all revisions, additions or deletions to these tasks at the request of the Building Complex Manager, Fire Department or the District Contract Administrators.

7.1 Guard Tasks

- (1) Sign in and out each day, on the District's Sign-In sheet. Report to work on time and hold over on specified posts until relieved as required.

- (2) Maintain good personal and uniform appearance; be courteous to the public and District personnel at all times.
- (3) Cover an assignment at a fixed post or patrol an area or facility for the purpose of detecting and preventing individuals or groups from committing acts that are injurious to others or to property.
- (4) Lock/unlock gates and doors at designated times.
- (5) Turn off/on lights at close/start of business

7.2

Guard Tasks – Security

- (6) Intervene to terminate injurious acts, conduct searches of individuals for weapons or contraband and detain individuals for further investigation or arrest where circumstances and conditions warrant such action. Any contraband confiscated should be released to the local police agency. If the security coverage at facility is shared (Fire Department/Contract), the **Building Complex Manager will handle.**
- (7) Conduct random vehicle inspections of passenger and delivery vehicles and review the manifest before access to the facility is allowed.
- (8) Conduct random vehicle inspections as directed by the facility management.
- (9) Provide facility patrol as necessary.
- (10) Communicate effectively in English, both verbally and in writing with the public and District personnel; direct visitors to personnel or services within the facility.
- (11) Monitor alarm systems and electronic surveillance equipment.
- (12) Visually screen and prepare written record on contents of packages/parcels being carried in and out of a facility to secure against theft; ensure that transmittal forms accompanying materials being removed from the facility contain all necessary documentation with authorized signatures.
- (13) Operate weapon-screening equipment, including x-ray machine and magnetometers, both screen operated and handheld at all checkpoints where implemented.
- (14) Ensure that only authorized personnel are permitted access to closed or restricted facilities or areas by detaining unidentified or

unauthorized individuals. Visually inspect persons for proper identification and if required maintain a sign in and out log.

- (15) Verify the security of safes and other areas where equipment or material of value are stored.
- (16) Immediately relay reports of bomb threats to the appropriate Fire Department Bureau and participate in bomb searches organized by the law enforcement agency personnel and/or facility administrator.
- (17) Report safety hazards, malfunctioning equipment, liquid spills, and other such matters to appropriate maintenance personnel.
- (18) Respond to scene of locally activated fire, burglary or other alarms; evaluate situation encountered and take prescribed action.
- (19) Detain persons suspected of damaging property or injuring others.
- (20) Detain suspects pending transportation of booking by any local law enforcement agency.
- (21) Maintain order and use good judgment and discretion in handling unruly or trespassing public.

7.3 Guard Tasks – Reporting & General Knowledge

- (22) Report all incidents of an emergency nature involving potential damage or injury by calling in to the **Building Complex Manager immediately at (323) 881-6111**, with written reports to follow immediately. If the incident is of a non-emergency nature, the written reports may be submitted at the end of the guard's shift.
- (23) Knowledge of security procedures, alarm systems, electronic devices, on each assigned post.
- (24) Receive training in the operation of assigned radios, including knowledge of all appropriate codes.
- (25) Knowledge of local jurisdiction and who to call when incidents occur.
- (26) Knowledge of and adhere to Fire Department regulations regarding weapon safety, as outlined in this Contract.
- (27) Security guards who do not have in their possession a current California Drivers License or State of California Identification Card, Gun card, Guard card, CPR card, and First Aid card, will be removed immediately from standing post at any District facility.

8. Regulations

The Contractor and Contractor's personnel are required to follow all Federal, State and local laws that apply to the providing of security under this Contract, all laws affecting arrest, including those as set forth in Sections §834, §837 and any other sections relative to arrest of the California Penal Code. Additional laws include but are not limited to those relating to the licensing of personnel.

8.1 Fire Department's Regulations Regarding Weapon Safety

The Contractor shall observe the following safeguards regarding the use of firearms and batons at any and all District work sites. This includes, but is not limited to, the distribution of the following safeguards to all security guards currently on post, those recruited for assignment to security posts under the jurisdiction of the Fire Department and included as a part of all initial and refresher training courses:

- (1) At no time will weapons, i.e., firearms and batons, including Sam /Sally Browne belt and ammunition be stored at District sites where security services are being provided.
- (2) At no time are the Sam/Sally Browne belt, firearm, baton or ammunition to be removed from the person of the security guard or left unattended at any District site unless under extreme emergency or in a life threatening situation.
- (3) Firearms and batons are not to be utilized as a measure of threat or intimidation but in a life threatening or an emergency situation only.
- (4) Firearms are not to be removed and cleaned at any District facility at any time.
- (5) Unauthorized weapons, holsters and ammunition are specifically prohibited.
- (6) Loss, theft or misuse of any equipment must be reported immediately to the Fire Department.
- (7) Accidental discharge of a firearm by the contract security guard will require immediate removal of the guard.

8.2 Contractor shall upon award of contract provide the District's Contract Administrator with a copy of company's' CAL/OSHA Industrial Injury Prevention Program (IIPP).

9. Forms

The following is a list of forms or logs that are applicable to the security Statement of

Work and will be provided to the Contractor by Contractor Administrator upon award of Contract:

- County Contract Discrepancy Report
- County Equipment Damage and Loss Liability Form
- Statement of Loss of County Security Equipment
- Incident Report (*submit originals to Fire Department-Facilities Bureau*)
- Non-Employee Injury Report
- Daily Sign in/out Log
- Living Wage Compliance Forms

9.1 Contractor shall provide to District for review and approval all Contract related forms, which will be used by Contractor prior to start of Contract.

9.2 Contractor may substitute its company forms for District's forms; however, District's Contract Administrator, prior to use shall approve the substitute form.

10. Contractor Responsibilities

10.1 Contractor shall provide all working materials necessary for the proper performance of the Contract including items such as logs, required forms, and stationery. Contractor shall supply these materials at no cost to District.

10.2 Contractor shall be responsible for parking fees for its employees, if a facility located within the Civic Center areas is covered by the Contract.

10.3 Contractor shall be liable for all direct related and associated costs, should District or another contractor be required to fill assignments that Contractor is responsible for staffing. District may deduct the cost of substitute security personnel from Contractor's next invoice submitted to District for payment or may demand immediate payment from Contractor.

10.4 Contractor shall provide handheld radios to all Contractor personnel. Handheld radios may be passed on to contractor personnel at the change of a shift in facilities designated as requiring 24-hour coverage and/or 16 hour coverage.

10.4.1 Contractor shall provide regular maintenance, repair or replacement for radio equipment caused by reasonable wear and tear.

10.4.2 Contractor shall also provide one hand held radio to the **Building Complex Manager**, at each facility upon request.

11. Employee Recruitment

Contractor agrees to refrain from actively recruiting or soliciting for employment, any employees of other Security Contractors assigned to District work locations during the term of the Contract. This provision is not intended to create any rights or benefits on behalf of any third parties and is intended to benefit only the District in the management of its security services.

12. Contractor's Quality Control Plan

Contractor shall ensure the requirements of the Contract are met. The Quality Control Plan is separate from the Performance Requirement Summary or any other inspection programs in the Contract. Contractor's supervisor or Quality Control personnel, not the security guards actually performing the security services, shall conduct this Quality Control Plan. A copy of the Quality Control Plan must be provided to District's Contract Administrator at the start of the Contract and must provide revisions as changes occur.

The Quality Control Plan shall include, but not be limited to, the following:

12.1 A monitoring system covering all tasks and services listed in Statement of Work, and the Contract which specifies a method for identifying and preventing deficiencies in the quality of services performed before the level of performance becomes unacceptable.

12.2 A monitoring system covering all employee certifications, and training jackets listed in Exhibit B, "Statement of Work" and "Performance Requirements Summary."

- 12.3 A Monthly Inspection Report for each location listed in Exhibit A and Exhibit B “Minimum Staffing Plan” monitoring that all Contractor’s employees’ are completing all assigned tasks. Contractor shall maintain copies of the Monthly Inspection Report, results of the inspections, and maintain records of corrective action taken for any violation. Contractor shall provide to District copies of inspection records upon the request of the District Contract Administrator.
- 12.4 Methods of monitoring to include, but not be limited to, verifying the authenticity of reports. Reports shall provide the following information:
 - 12.4.1 Name and title of personnel performing monitoring functions.
 - 12.4.2 Reports are to be reviewed and shall have the signed approval of the Contractor’s Project Manager.
- 12.5 Contractor shall develop and provide to District a Contingency Plan that assures continued and uninterrupted service to District in the event of a strike of Contractor’s employees.
- 12.6 Contractor shall develop and provide to District a Procedural Manual describing how Contractor shall disseminate changes instructed by District or other requirements to its employees.
- 12.7 Contractor shall maintain all inspection records and reports for five (5) years following termination of the Contract.

13. Assessments for Non-Compliance

District through a Contract Discrepancy Report Form shall make assessments for each incident of Contractor’s Non-Compliance with the Contract requirements on Statement of Work Performance Requirement Summary.

- 13.1 District’s Contract Administrator shall determine whether a formal Contract Discrepancy Report must be issued and/or shall have the discretion to impose a monetary assessment against Contractor for formal Contract Discrepancy Reports issued to Contractor when non-compliance or poor performance is identified.
- 13.2 Upon receipt of Contract Discrepancy Report, Contractor shall resolve the problem immediately when possible, but resolution of the problem shall not exceed three (3) business days unless otherwise specified in the Contract Discrepancy Report.
- 13.3 Contractor shall present a written program or solution for immediate correction of all failures of performance identified in the Contract Discrepancy Report that meets District’s Contract Administrator’s expectations and all requirements set forth in the Contract.

- 13.4 District's Contract Administrator may waive monetary assessments should he/she determine that an assessment is unjustified.
- 13.5 Monetary assessments that are imposed on Contractor for documented Contract discrepancies shall be increased incrementally in the event the same Contract discrepancy occurs a second or subsequent time.
- 13.6 District's Contract Administrator shall determine any monetary assessment to be imposed upon Contractor based upon, but not limited to, factors such as:
 - 13.6.1 Seriousness of contract deficiency.
 - 13.6.2 Number of occurrences for the same problem.
 - 13.6.3 Type of problems or deficiencies previously recorded.
 - 13.6.4 Monetary damage to District caused by Contractor's failure to perform in the specific incident being reported.

14. Overtime Criteria

Contractor shall monitor and ensure that each of its supervisors and security guards work no more than twenty-four (24) hours per week of overtime on any District assignment. District shall impose an assessment against Contractor for failure to observe this requirement.

- 14.1 Security guards who use their employment with Contractor as a "second job" shall limit their weekly hours to twenty-four (24) hours.
- 14.2 Contractor shall comply with the *Labor Code, Sections 1811 through 1815* regarding the payment of overtime for employees providing security guard services under the Contract. District shall impose an assessment against Contractor for failure by Contractor to observe this requirement. District shall report Contractor's non-compliance with the Labor Code to the State Labor Commissioner.
- 14.3 District shall only reimburse Contractor for overtime hours that are required by District and considered by District, in its discretion, to be overtime on a District assignment at a facility under the Contract. The District's Contract Administrator shall have the authority to approve or deny such overtime.
- 14.4 District shall not reimburse Contractor for overtime when a security guard has worked a full shift at another post and is brought in to cover a District assignment, i.e., when guard has called in sick.
- 14.5 Contractor shall pay security guards who have worked in excess of eight (8) hours per calendar day at the compensation rate of time and half. The District's Contract Administrator shall approve in advance all overtime in

excess of the Minimum Staffing Plan. Overtime not approved by District's Contract Administrator may be subject to being compensated at straight time.

15. Communication and Education

All candidates for employment must be able to read, write, and communicate in English to District's satisfaction. All candidates must present a copy of a high school diploma or GED certificate.

16. Minimum Staffing Plan

Contractor shall provide both Armed Security Services based on the Minimum Staffing Plan and Work Plan approved by District for each location.

NO. OF GUARDS PER SHIFT	SHIFT COVERAGE	DAYS	NO. OF WEEKLY OT		
			DAYS	HOURS	HOURS
FIRE DEPARTMENT – HEADQUARTERS – TRAINING CENTER - FCCF					
Armed:					
1	7:00 a.m. to 7:00 p.m.	Sun. – Sat.	7	84	
1	7:00 p.m. to 7:00 a.m.	Sun. – Sat.			7
FIRE DEPARTMENT – PACOIMA WAREHOUSE					
Armed:					
1	7:00 a.m. to 7:00 p.m.	Sun. – Sat.	7	84	
1	7:00 p.m. to 7:00 a.m.	Sun. – Sat.	7	84	
FIRE DEPARTMENT – PACOIMA AREA CONTROL (lunch on post)					
Armed:					
1	9:00 p.m. to 5:00 a.m.	Sun. – Sat.	7	56	
TOTAL WEEKLY HOURS				392	
TOTAL ANNUAL HOURS				20,384	

Note: If required to provide post coverage during County Holidays, Contractor will only be reimbursed at the overtime rate in the awarded contract.

17. Performance Requirements Summary

Performance Requirements Summary is the technical exhibit that lists the tasks, required standards, assessments and methods to be used by District to monitor

tasks, requirements, certifications, and required standards of service, and to adjust Contractor's invoices for non-compliance.

17.1 District may use a variety of inspection methods to evaluate Contractor's performance. The methods of surveillance that may be used by District are:

17.1.1 Sampling

17.1.2 One Hundred percent (100%) inspection of service items on a periodic basis (daily, weekly, monthly, quarterly, semiannually, or annually) as determined necessary to assure a sufficient evaluation of Contractor's performance.

17.1.3 Customer complaints

17.2 Criteria for Acceptable and Unacceptable Performance

17.2.1. Acceptable Performance: Performance of a listed service is considered acceptable when Contractor performs the task specified in this Statement of Work.

17.2.2 Unacceptable Performance: Contractor shall be required to immediately correct all activities performed by Contractor that are found by District to be unacceptable in accordance with this Contract and the Performance Requirement Summary. Failure to do so may result in District's enforcement of monetary assessments for non-compliance.

17.2.3 If District's Quality Assurance personnel determines that Contractor's performance is unacceptable, a Contract Discrepancy Report shall be completed, which shall require Contractor to explain, in writing why performance was unacceptable and how performance shall be returned to acceptable levels. District's Contract Administrator shall evaluate Contractor's explanation and determine if monetary assessments are appropriate.

**PERFORMANCE REQUIREMENTS SUMMARY
TASKS FOR ARMED SECURITY GUARDS**

Section/ Item #	Guard Qualification	Performance Indicator	Required Standard	Method of Monitoring	Monetary Assessment
1.	Valid Guard Registration	Certificates shall be kept current	100% - at all times	Management Reports, Inspection, and random sampling	\$100 Per occurrence, Per employee
2.	Valid Firearm Card & Qualification Card	Certificates shall be kept current	100% - at all times	Management Reports, Inspection, and random sampling	\$100 Per occurrence, Per employee
3.	Valid POST Certification in Baton Training	Certificates shall be kept current	100% - at all times	Management Reports, Inspection, and random sampling	\$100 Per occurrence, Per employee
4.	Valid First Aid Certification	Certificates shall be kept current	100% - at all times	Management Reports, Inspection, and random sampling	\$100 Per occurrence, Per employee
5.	Valid CPR Card	Certificates shall be kept current	100% - at all times	Management Reports, Inspection, and random sampling	\$100 Per occurrence, Per employee
6.	Valid California Drivers License	Certificates shall be kept current	100% - at all times	Management Reports, Inspection, and random sampling	\$100 Per occurrence, Per employee
7.	Valid Social Security Card	Certificates shall be kept current	100% - at all times	Management Reports, Inspection, and random sampling	\$100 Per occurrence, Per employee
8.	Ability to read and write and communicate in English	Verbal Inspection	100% - at all times	Inspection and random sampling	\$100 Per occurrence, Per employee
9.	Cleared Background Investigation	Certificates and related documents kept on file	100% - at all times	Management Reports, Inspection, and random sampling	\$100 Per occurrence, Per employee
10.	High School Diploma or GED	Certificates shall be kept current	100% - at all times	Management Reports, Inspection, and random sampling	\$100 Per occurrence, Per employee
11.	Annual Physical Exam	Records shall be kept current	100% - at all times	Management Reports, Inspection, and random sampling	\$100 Per occurrence, Per employee
	Guard Tasks:				

**PERFORMANCE REQUIREMENTS SUMMARY
TASKS FOR ARMED SECURITY GUARDS**

Section/ Item #	Guard Qualification	Performance Indicator	Required Standard	Method of Monitoring	Monetary Assessment
1.	Sign in and out <u>each day</u> , on District's Sign-In Sheet.	Time Sheets submitted with Invoice	100% - at all times	Management Reports, Inspection, and random sampling	\$100 Per occurrence, Per employee
2.	Report to work on time and on specified post hold over until relieved.	Discrepancy Reports and Administrator complains	100% - at all times	Management Reports, Inspection, and random sampling	\$100 Per occurrence, Per employee
3.	Maintain good personal and uniform appearance; be courteous to the public and District personnel at all times.	Visual Inspection	100% - at all times	Management Reports, Inspection, and random sampling	\$100 Per occurrence, Per employee
4.	Use of baton properly	Training certifications	100% - at all times	Management Reports, Inspection, and random sampling	\$100 Per occurrence, Per employee
5.	Operate weapon-screening equipment, including x-ray machine and magnetometers, both screen operated and handheld.	Public Service to all visitors and staff	100% - at all times	Management Reports, Inspection, and random sampling	\$100 Per occurrence, Per employee
6.	Provide escort services to public and District employees and assist other Guards as required.	Enter daily on Post Logs	100% - at all times	Management Reports, Inspection, and random sampling	\$100 Per occurrence, Per employee
7.	Verify security of safes and other areas where equipment or material of value are stored.	Enter daily on Post Logs	100% - at all times	Management Reports, Inspection, and random sampling	\$100 Per occurrence, Per employee
8.	Lock and unlock gates and doors at designated times.	Inspection Reports and Administrator complaints	100% - at all times	Management Reports, Inspection, and random sampling	\$100 Per occurrence, Per employee
9.	Turn off/on lights at close/start of business.	Inspection Reports and Administrator complaints	100% - at all times	Management Reports, Inspection, and random sampling	\$100 Per occurrence, Per employee
10.	Permit ingress of employees, vendors, authorized personnel.	Visual Inspection, Post Orders	100% - at all times	Management Reports, Inspection, and random sampling	\$100 Per occurrence, Per employee

**PERFORMANCE REQUIREMENTS SUMMARY
TASKS FOR ARMED SECURITY GUARDS**

Section/ Item #	Guard Qualification	Performance Indicator	Required Standard	Method of Monitoring	Monetary Assessment
11.	Ensure that only authorized personnel are permitted access to closed or restricted facilities or areas by detaining unidentified or unauthorized individuals. Visually inspect persons for proper identification and have them to sign in and out if required.	Visual Inspection, Post Orders	100% - at all times	Management Reports, Inspection, and random sampling	\$100 Per occurrence, Per employee
12.	Cover an assignment at a fixed post or patrol an area or facility for the purpose of detecting and preventing individuals or groups from committing acts which are injurious to others or to property.	Visual Inspection, Post Orders	100% - at all times	Management Reports, Inspection, and random sampling	\$100 Per occurrence, Per employee
13.	Conduct random vehicle inspection of passenger and delivery vehicles and review the manifest before access to the facility is allowed.	Physical Inspection, Post Orders	100% - at all times	Management Reports, Inspection, and random sampling	\$100 Per occurrence, Per employee
14.	Raise and lower flags at designated hours.	Visual Inspection, Post Orders	100% - at all times	Management Reports, Inspection, and random sampling	\$100 Per occurrence, Per employee
15.	Intervene when necessary to stop injurious acts, conduct searches for weapons and contraband, and provide details on individuals for investigations, detain or arrest.	Visual Inspection, Post Orders	100% - at all times	Management Reports, Inspection, and random sampling	\$100 Per occurrence, Per employee

**PERFORMANCE REQUIREMENTS SUMMARY
TASKS FOR ARMED SECURITY GUARDS**

Section/ Item #	Guard Qualification	Performance Indicator	Required Standard	Method of Monitoring	Monetary Assessment
16.	Visually screen and prepare written records on contents of packages and parcels carried in and out of District facility to secure against theft.	Visual Inspection, Post Orders	100% - at all times	Management Reports, Inspection, and random sampling	\$100 Per occurrence, Per employee
17.	Ensure transmittal forms accompany materials being removed from District facility. Obtain signature from facility Administrator. Maintain copies of all transmittals.	Visual Inspection, Post Orders	100% - at all times	Management Reports, Inspection, and random sampling	\$100 Per occurrence, Per employee
18.	Investigate questionable acts or behavior observed or reported on District premises and question witnesses and suspects to ascertain or verify facts.	Visual Inspection, Post Orders	100% - at all times	Management Reports, Inspection, and random sampling	\$100 Per occurrence, Per employee
19.	Pursue, apprehend, and detain persons suspected of damaging District property or causing injury to others.	Visual Inspection, Post Orders	100% - at all times	Management Reports, Inspection, and random sampling	\$100 Per occurrence, Per employee
20.	Respond to reports of ill or injured visitor or employee, render first aid if necessary.	Visual Inspection, Post Orders	100% - at all times	Management Reports, Inspection, and random sampling	\$100 Per occurrence, Per employee
21.	Immediately relay reports of bomb threats to District's security unit or other law enforcement agency. Participate in bomb searches	Visual Inspection, Post Orders	100% - at all times	Management Reports, Inspection, and random sampling	\$100 Per occurrence, Per employee
22.	Respond to scene of activated fire, burglary or other alarms, evaluate situation encountered, and take appropriate action.	Visual Inspection, Post Orders	100% - at all times	Management Reports, Inspection, and random sampling	\$100 Per occurrence, Per employee

**PERFORMANCE REQUIREMENTS SUMMARY
TASKS FOR ARMED SECURITY GUARDS**

Section/ Item #	Guard Qualification	Performance Indicator	Required Standard	Method of Monitoring	Monetary Assessment
23.	Detain suspects when pending booking by local law enforcement agency.	Visual Inspection, Post Orders	100% - at all times	Management Reports, Inspection, and random sampling	\$100 Per occurrence, Per employee
24.	Maintain order and use good judgment and discretion in handling unruly or trespassing public.	Visual Inspection, Post Orders	100% - at all times	Management Reports, Inspection, and random sampling	\$100 Per occurrence, Per employee
25.	Monitor alarm systems and electronic surveillance equipment.	Visual Inspection, Post Orders	100% - at all times	Management Reports, Inspection, and random sampling	\$100 Per occurrence, Per employee
26.	Report all incidents of an emergency nature involving potential damage or injury. Take appropriate action.	Visual Inspection, Post Orders	100% - at all times	Management Reports, Inspection, and random sampling	\$100 Per occurrence, Per employee
27.	Have knowledge of security procedures, alarm systems, electronic devices, etc., on each assigned post.	Visual Inspection, Post Orders	100% - at all times	Management Reports, Inspection, and random sampling	\$100 Per occurrence, Per employee
28.	Be knowledgeable of local jurisdiction and who to call when incidents occur.	Visual Inspection, Post Orders	100% - at all times	Management Reports, Inspection, and random sampling	\$100 Per occurrence, Per employee
	Communication:				
1.	Receive training in the operation of District provided radio(s) including knowledge of all appropriate codes.	Visual Inspection, Post Orders	100% - at all times	Management Reports, Inspection, and random sampling	\$100 Per occurrence, Per employee
2.	Ensure proper care and operation of District radio(s) and other means of communication.	Visual Inspection, Post Orders	100% - at all times	Management Reports, Inspection, and random sampling	\$100 Per occurrence, Per employee

**PERFORMANCE REQUIREMENTS SUMMARY
TASKS FOR ARMED SECURITY GUARDS**

Section/ Item #	Guard Qualification	Performance Indicator	Required Standard	Method of Monitoring	Monetary Assessment
	Patrol:				
1.	Provide facility patrol as necessary.	Visual Inspection, Post Orders	100% - at all times	Management Reports, Inspection, and random sampling	\$100 Per occurrence, Per employee
	Deliverable/Reports:				
1.	Maintain Facility Log or Post Log.	Visual Inspection, Post Orders	100% - at all times	Management Reports, Inspection, and random sampling	\$100 Per occurrence, Per employee
2.	Prepare Monthly Incident Report and/or Arrest Reports when appropriate.	Visual Inspection, Post Orders	100% - at all times	Management Reports, Inspection, and random sampling	\$100 Per occurrence, Per employee
3.	When appropriate, complete Non-employee Injury Report.	Visual Inspection	100% - at all times	Management Reports, Inspection, and random sampling	\$100 Per occurrence, Per employee
4.	Weapons List shall be kept accurate and current. Section 4.5	Visual Inspection	100% - at all times	Management Reports, Inspection, and random sampling	\$100 Per occurrence, Per employee
5.	Employee Training Jacket shall be kept current for all guards.	Visual Inspection	100% - at all times	Management Reports, Inspection, and random sampling	\$100 Per occurrence, Per employee
6.	Quality Control Plan	Visual Inspection	100% - at all times	Management Reports, Inspection, and random sampling	\$100 Per occurrence, Per employee
7.	Labor Code Violations	Visual Inspection	100% - at all times	Management Reports, Inspection, and random sampling	\$100 Per occurrence, Per employee
8.	Unacceptable performance as determined by the District.	Visual Inspection	100% - at all times	Management Reports, Inspection, and random sampling	\$100 Per occurrence, Per employee
	Possess knowledge in the following:				

**PERFORMANCE REQUIREMENTS SUMMARY
TASKS FOR ARMED SECURITY GUARDS**

Section/ Item #	Guard Qualification	Performance Indicator	Required Standard	Method of Monitoring	Monetary Assessment
1.	Procedures for assisting other guards and law enforcement when necessary.	Visual Inspection, Post Orders	100% - at all times	Management Reports, Inspection, and random sampling	\$100 Per occurrence, Per employee
2.	Process for reporting and/or correcting hazardous conditions. Report safety hazards, malfunctioning equipment, liquid spills, and other such matters to appropriate maintenance personnel or emergency help.	Visual Inspection, Post Orders	100% - at all times	Management Reports, Inspection, and random sampling	\$100 Per occurrence, Per employee
3.	Maintaining facility order. Prevent hostile acts and protect personal property.	Visual Inspection, Post Orders	100% - at all times	Management Reports, Inspection, and random sampling	\$100 Per occurrence, Per employee
4.	Rendering first aid and notify supervisor or request assistance from law enforcement personnel when necessary.	Visual Inspection, Post Orders	100% - at all times	Management Reports, Inspection, and random sampling	\$100 Per occurrence, Per employee
5.	Using fire protection measures.	Visual Inspection, Post Orders	100% - at all times	Management Reports, Inspection, and random sampling	\$100 Per occurrence, Per employee
6.	Providing medical assistance as needed, call for medical assistance as necessary.	Visual Inspection, Post Orders	100% - at all times	Management Reports, Inspection, and random sampling	\$100 Per occurrence, Per employee
	Weapon Safety (ARMED ONLY):				
1.	Do not store weapon, baton, ammunition or Sam Brown belt at District facility.	Visual Inspection, Post Orders	100% - at all times	Management Reports, Inspection, and random sampling	\$100 Per occurrence, Per employee
2.	Firearms are not to be cleaned at District sites.	Visual Inspection, Post Orders	100% - at all times	Management Reports, Inspection, and random sampling	\$100 Per occurrence, Per employee

**PERFORMANCE REQUIREMENTS SUMMARY
TASKS FOR ARMED SECURITY GUARDS**

Section/ Item #	Guard Qualification	Performance Indicator	Required Standard	Method of Monitoring	Monetary Assessment
3.	Use of unauthorized weapons, holsters and ammunition is prohibited.	Visual Inspection, Post Orders	100% - at all times	Management Reports, Inspection, and random sampling	\$100 Per occurrence, Per employee
4.	Report loss, theft or misuse of any weapon, baton, Sam Brown belt or ammunition to District's Contract Administrator within one (1) hour of discovering that equipment is missing.	Visual Inspection, Post Orders	100% - at all times	Management Reports, Inspection, and random sampling	\$100 Per occurrence, Per employee
5.	Adhere to the proper use of fire arms as set forth in Penal Code Section 830.1 through 854	Visual Inspection, Post Orders	100% - at all times	Management Reports, Inspection, and random sampling	\$100 Per occurrence, Per employee
	Weapon Safety (ARMED ONLY):				
1.	No Accidental discharge of weapon.	Visual Inspection, Post Orders, and Investigation Report	100% - at all times	Management Reports, Inspection, and random sampling	\$1000.00 Per occurrence, Per employee

A&A PROTECTIVE SERVICES
10100 NATIONAL BOULEVARD
LOS ANGELES, CA 90034
ATTN: FRANK MANSOUR

ALL HEALTH SECURITY
515 S. FIGUEROA STREET #1300
LOS ANGELES, CA 90017
ATTN: AVIVA TRUESDALL

A-1 SECURITY SERVICES
4175 BONILLO STREET
SAN DIEGO, CA 92115
ATTN: PAULA JONES

ALLIED PROTECTION SERVICES
8611 CRENSHAW BOULEVARD #103
INGLEWOOD, CA 90305
ATTN: LEON BROOKS

ABACUS SECURITY
11656 GATEWAY BOULEVARD
LOS ANGELES, CA 90064
ATTN: PATRICIA FELDMAN

ALLIED SECURITY, INC
4201 WILSHIRE BOULEVARD #602
LOS ANGELES, CA 90010
ATTN: DENNIS HATHAWAY, VP

ABET SECURITY SERVICES, INC.
2728 E. VALLEY VIEW AVENUE
WEST COVINA, CA 91792
ATTN: RAUL PEREZ

ALLNET SECURITY GROUP, INC.
135 S. JACKSON STREET, #101
GLENDALE, CA 91205
ATTN: SHAHRIAR HESHMATI

ACT ONE COMMUNICATION, INC.
12735 SCHABARUM AVENUE
IRWINDALE, CA 91706
ATTN: ETHAN LIN, MARKETING MGR.

APEX SECURITY & PATROL
POST OFFICE BOX 8010
KIRKLAND, WA 98034
ATTN: J. L. MARTIN JR.

AKAL SECURITY, INCORPORATED
200 S. GARFIELD AVENUE #303
ALHAMBRA, CA 91801
ATTN: DAN HOYT, BRANCH MGR.

ARGENBRIGHT SECURITY INC.
6151 W. CENTURY BOULEVARD #700
LOS ANGELES, CA. 90045
ATTN: CHUCK SCHILLING, BUS DEV MGR.

ALL ACTION SECURITY
8233 WHITE OAK AVENUE
RESEDA, CA 91335
ATTN: JOHN AYAM

ARM GUARD SECURITY
219 NORTH CENTRAL ~ 4TH FLOOR
GLENDALE, CA 91222
ATTN: MR. SADRY

BIZ CON RESEARCHING COMPANY
POST OFFICE BOX 950536
MISSION HILLS, CA 91395
ATTN: OLAN RODRIGUEZ, RESIDENT

CURTIN SECURITY
619 S. WESTLAKE AVENUE
LOS ANGELES, CA 90057
ATTN: RICHARD CURTIN

BRADLEY SECURITY & DETECTIVE AGENCY
2057 KURTZ STREET
SAN DIEGO, CA 92110
ATTN: JOE L. VAUGHN

DAVID JOHNSON & ASSOC.
3200 WILSHIRE BOULEVARD #609
LOS ANGELES, CA 90010
ATTN: DAVID JOHNSON

BURNS INTERNATIONAL SECURITY SVCS.
12555 WEST JEFFERSON BOULEVARD #175
LOS ANGELES, CA 90066
ATTN: JOHN DELANEY

DAVID LIVINGSTON OLYMPIC SECURITY
560 ESSEY STREET
GLEN DORA, CA
ATTN: DAVID LIVINGSTON

COHR SECURITY SERVICES
21540 PLUMMER STREET
CHATSWORTH, CA 91311-4103
ATTN: RAYMOND V. JOHNSON

DIFI SECURITY
2107 WEST MANCHESTER BOULEVARD # 202
LOS ANGELES, CA 90047
ATTN: JOE HILDEBRAND

COMMAND GUARD SERVICES
4901 ROSECRANS AVENUE
HAWTHORNE, CA 90250-6691
ATTN: SALLY REED

DRUM SECURITY SERVICES, INC.
4509 CALLADA PLACE
TARZANA, CA 91356-5105
ATTN: CHARLES DRUM

COMPREHENSIVE SECURITY SERVICES
4600 47TH AVENUE #220
SACRAMENTO, CA 95824
ATTN: ANA HERRERA

ELITE SECURITY SERVICES, INC.
18006 SKYPARK CIRCLE #211
IRVINE, CA 92614
ATTN: GENE KAMINSKI, EXEC. VP

COURT SECURITY POLICE
POST OFFICE BOX 813
RACINE, WI 53403
ATTN: H. MOHAMMAD

EXCLUSIVE PROTECTION
331 NORTH BEVERLY DRIVE #3
BEVERLY HILLS, CA 90210
ATTN: ALEX KING

EXECUTIVE GROUP INTERNATIONAL
3345 WILSHIRE BOULEVARD #515
LOS ANGELES, CA 90010
ATTN: SILAS GRIFFIN, PRESIDENT

GUARDSMARK, INC
1500 WEST CARSON STREET #201
LONG BEACH, CA 90810
ATTN: MATT JORDON

EYES WIDE OPEN
451 S. HARVARD BOULEVARD #104
LOS ANGELES, CA 90020
ATTN: RAY HANSEN

GUARD SYSTEMS INC.
12124 ROMONA BOULEVARD
EL MONTE, CA 91732
ATTN: BRAD PRICE

FARNHAM SECURITY
18986 SOLEDAD CANYON ROAD
CANYON COUNTRY, CA 91351
ATTN: DENNIS FARNHAM

GUARD VISION PRIVATE SECURITY INC.
1304 SANTA ANITA AVENUE
SO. EL MONTE, CA 91733
ATTN: EMIL AYAD

GENERAL SECURITY SERVICE, INC.
14009 CRENSHAW BOULEVARD
HAWTHORNE, CA 90250
ATTN: DAVID MCGRATH

HBL SECURITY SERVICES, INC
982 S. NEW HAMPSHIRE AVENUE #100
LOS ANGELES, CA 90006
ATTN: BRAD LEE

GILL PRIVATE PATROL SERVICES
1635 WEST 51ST STREET
LOS ANGELES, CA 90052
ATTN: GILL JOHNSON

HEALTHCARE SECURITY SERVICE
1203 WEST IMPERIAL HIGHWAY #101
BREA, CA 92821
ATTN: JOHN MOORE

GOLDEN WEST K-9 INC.
12501 VAN NUYS BOULEVARD #215
PACOIMA, CA 91331
ATTN: JERRY USHER

HMI ASSOCIATES INC.
6400 CANOGA AVENUE #300
WOODLAND HILLS, CA 91367
ATTN: MICHAEL MOEN

GUARDSMARK, INC
3701 WILSHIRE BOULEVARD #418
LOS ANGELES, CA 90010-2896
ATTN: BOB VENDOR

HWA INCORPORATED
1809 TH AVENUE #1400
SEATTLE, WA 98101
ATTN: JEROME CRAWFORD

INTER-CON SECURITY SYSTEMS, INC.
210 SOUTH DE LACEY AVENUE
PASADENA, CA 91105
ATTN: ENRIQUE HERNANDEZ, JR

MAINLAND BEST SECURITY
4221 WILSHIRE BOULEVARD #290-05
LOS ANGELES, CA 90010
ATTN: JAMES ADJEMOND

INTERNATIONAL SERVICES, INCORPORATED
3771 WEST 242ND STREET #205
TORRANCE, CA 90505
ATTN: BUNCE PIERCE, VP-GVT SVS.

MARTIAL SECURITY SERVICES, INC.
222 NORTH VERDUGO ROAD
GLENDALE, CA 91206
ATTN: EDMOND MURADYAN

INVESTIGATIVE SERVICES CORPORATION
150 EAST OLIVE AVENUE #304
BURBANK, CA 90505
ATTN: DON SULLIVAN

MASTER PROTECTION SERVICES
23172 PLAZA POINTE DRIVE #115
LAGUNA HILLS, CA 92653
ATTN: DAVID M. LEMASTER, PRESIDENT

J.L. INVESTIGATIONS & SECURITY
14401 SYLVAN #202
VAN NUYS, CA 91401
ATTN: STEVE YOUNG

MASTER SECURITY SERVICES, INC
1925 WEST TEMPLE STREET #205
LOS ANGELES, CA 90026
ATTN; EMMA M. GRAGEDA

JUSTICE SECURITY PATROL
3911 PACIFIC HIGHWAY 107
SAN DIEGO, CA 92110
ATTN: JOE VAUGH

MAXIMUM PRIVATE SECURITY CORPORATION
3216 WEST 85TH STREET
INGLEWOOD, CA 90305
ATTN: MERVIN GILLESPIE

L.P. PRIVATE SECURITY
11158 DUNCAN AVENUE
LYNWOOD, CA 90262
ATTN: LEONEL PENTELOZA

MIKEL SECURITY SERVICES
POST OFFICE BOX 902461
PALMDALE, CA 93550
ATTN: WILLIAM MIKEL

LYONS SECURITY SERVICE, INCORPORATED
180 N. RIVERVIEW DRIVE #190
ANAHEIM, CA 92808
ATTN: KATHLEEN GUIDANCE, CEO/PRESIDENT

MISTER JACK PRIVATE PATROL COMPANY
4851 SAN VICENTE BOULEVARD
LOS ANGELES, CA 90019
ATTN: CHRISTOPHER C. PETERSON

NEWELL ENTERPRISES
22601 EAST LA PALMA AVENUE #107
YORBA LINDA, CA 92687
ATTN: JULIE NEWAL

PARTRIGE & MCINTOSH
dba PATRIOT SECURITY
3639 SAN FERNANDO ROAD
GLENDALE, CA 91204
ATTN: MARK ALPHIN

NORTH AMERICAN SECURITY, INC.
22728 GRACE AVENUE
CARSON, CA 90745
ATTN: STEVE SCHRIEKEN, PRESIDENT

PEDUS SECURITY SERVICES INC
601 POTRETO GRANDE DRIVE ~ 3RD FLOOR
MONTEREY PARK, CA 91755
ATTN: LOUIS R. MARTIN

NU-WAY SECURITY & PRIVATE INVESTIGATIONS
17451 RACoon AVENUE #10
ADELANTO, CA 92301
ATTN: WILLIE PATTON, JR

PERFECT PROTECTIVE SERVICES
39322 LONGHORN COURT
PALMDALE, CA 93551
ATTN: AEKASAK T. SRIPIPATANA

PACIFIC EAGLE INTERNATIONAL SECURITY INC.
10379 LOS ALAMITOS BOULEVARD
LOS ALAMITOS, CA 90720
ATTN: MAY IP

PINKERTON SECURITY & INVEST SVS
3580 WILSHIRE BOULEVARD #1430
LOS ANGELES, CA 90010
ATTN: LISA RICHARDSON

PACIFIC EAGLE INTERNATIONAL
211 E. OCEAN BOULEVARD #266
LONG BEACH, CA 90201
ATTN: MACK NGUYEN

PRO TECH SECURITY
577 NORTH D STREET
SAN BERNARDINO, CA 92401
ATTN: STEVE NICHOLS

PACIFIC SECURITY SYSTEMS, INC

9744 MAPLE STREET #101
BELLFLOWER, CA 90706
ATTN: ROBERT EARLY

PRUDENTIAL SECURITY SERVICES
1830 W OLYMPIC BOULEVARD #107
LOS ANGELES, CA 90006
ATTN: FERNANDO GONZALES

PAIGES SECURITY SERVICES, INC.
3074 DEL MONTE BOULEVARD
MARINA, CA 93933
ATTN: CECILLE JOHNSON, CNTR MGR.

REGIONAL PATROL SERVICES
4523 WEST AVENUE L
QUARTZ HILL, CA 93536
ATTN: NANCY CORMIER

SCAIFE PROTECTION
POST OFFICE BOX 1312
LAWNDALE, CA 90260
ATTN: OMAR SCAIFE

STEALTH SECURITY SERVICES, INC
1714 FRANKLIN STREET #100-246
OAKLAND, CA 94612
ATTN: JAVED ASLAM

SECURITY PRO
264 LA CIENEGA BOULEVARD #451
BEVERLY HILLS, CA 90211
ATTN: AMNON EVEN ~ GRACE BILLE

STRIKEFORCE PROTECTIVE SERVICES
8007 LANGDON AVENUE
VAN NUYS, CA 91406
ATTN: STUART HORWITZ

SECURITY PROTECTIVE MANAGEMENT
8516 11TH AVENUE, SUITE 3B
INGLEWOOD, CA 90305
ATTN: LUIS CANNON, JR.

TANDEM SECURITY INTL INC
1431 7TH STREET ~ 3RD FLOOR
SANTA MONICA, CA 90401
ATTN: LOU HARRIS

WESTERN SECURITY, INCORPORATED
6850 VAN NUYS BOULEVARD #110
VAN NUYS, CA 91405

TEAM ONE SECURITY
POST OFFICE BOX 2307
SANTA FE SPRINGS, CA 90670-230
ATTN: ROGER COWDREY

SHAME DETECTIVES AND SPECIAL SAFETY
1831 SUNSET PLAZA DRIVE
LOS ANGELES, CA 90069
ATTN: RUDOLPH JOHNSON

SHARP GUARD SERVICES
3605 LONG BEACH BOULEVARD #101
LONG BEACH, CA 90897
ATTN: BEVERLY CHERCO

THE RESOURCE COLLECTION
4910 ROSECRANS AVENUE
HAWTHORNE, CA 90250
ATTN: RAMON MITCHELL

SHIELD SECURITY INC.
200 N. WESTMORELAND AVENUE
LOS ANGELES, CA 90004

THREAT MANAGEMENT & PROTECTION
POST OFFICE BOX 5640
HUNTINGTON BEACH, CA 92610
ATTN: RON PEARRE, VICE PRESIDENT

SPECIAL SECURITY INC
4034 S. BUCKINGHAM ROAD #206
LOS ANGELES, CA 90008
ATTN: MR. DUDLEY

TOP SECURITY PATROL, INC.
4221 WILSHIRE BOULEVARD #209-1
LOS ANGELES, CA 90010
ATTN: JOHN LUGO

TRACERTON ENTERPRISE
6101 WASHINGTON BOULEVARD
CULVER CITY, CA 90232
ATTN: KEN WHITE

WORLD PRIVATE SECURITY SERVICE
135 S. JACKSON STREET #104
GLENDALE, CA 91205
ATTN: FRED YOUSSEF

TROJAN SECURITY SERVICE, INC
5400 E. OLYMPIC BOULEVARD #250
COMMERCE, CA 90022
ATTN: MARTIN RENTERIA

WORLDWIDE SECURITY ASSOC. INC
10302 GLASGLOW PLACE
LOS ANGELES, CA 90045
ATTN: TOM KAUCHECK

UNITED INTERNATIONAL
180 N. RIVERVIEW DRIVE #100
ANAHEIM, CA 92808
ATTN: ROBYN WYMAN

VANCE UNIFORMED PROTECTION SERVICES, INC.
11601 WILSHIRE BOULEVARD, SUITE 500
LOS ANGELES, CA 90025
ATTN: CRAIG CHAMBERLAIN

U.S. GUARDS
2021 NORTH MARIANNA AVENUE
LOS ANGELES, CA 90032
ATTN: RAMON RODRIGUEZ

WACKERNHUT CORPORATION
765 CITY DRIVE SOUTH #360
ORANGE, CA 92868
ATTN: MARK I. TSUJI